

AGREEMENT

Between

LREI

Little Red School House

and

Elisabeth Irwin High School

and the

United Federation of Teachers

Little Red/Elisabeth Irwin Staff Association

Chapter

September 1, 2009 – August 31, 2010

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ARTICLE I - RECOGNITION

A. **Recognition.** Agreement between the United Federation of Teachers, Little Red/Elisabeth Irwin Staff Association Chapter (hereinafter referred to as the Association) and the Little Red School House and Elisabeth Irwin High School, Inc. (hereinafter referred to as the School). The School recognizes the existence of the Association as the sole bargaining agent for the joint faculties including librarians but not college counselors of the Little Red School House and Elisabeth Irwin High School (LREI).

The School agrees not to enter into any agreement with any faculty member that differs in any way from this Agreement. The School shall be an open shop. All faculty members are covered by this Agreement.

B. **Union Security.**

1. 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 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. "Good standing" for the purposes of this Article shall mean the payment or tender of periodic dues or in the event a member objects to the expenditure of funds by the Union for non-representation issues, such "agency fees" as uniformly required, to the Union.

4. In lieu of Union membership hereunder an Employee may become and remain an "agency fee" dues payer in accordance with applicable law. In such cases the procedures herein applicable to "union dues" shall apply with full force and effect to the "agency fees" dues.

5. During the term of this Agreement, the Employer shall provide for dues deduction, provided that the Union complies with all legal requirements regarding dues. The Union shall indemnify and save and hold the Employer and any and all of its employees, representatives, officers and/or trustees harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer or any of its employees for the purpose of complying with the dues deduction provisions of this Agreement and/or applicable law. In addition, the Union shall reimburse the Employer for any and all legal expenses associated with the defense of any such claim, demand or suit.

C. **Union Visitation.** In the event that a non-employee representative of the Association wishes to visit the School during the work day, the Association shall notify the School 48 hours prior to the visit. Said visit shall not interfere with the normal work of the staff.

ARTICLE II - BASIS OF EMPLOYMENT

A. **Nondiscrimination Clause.** The School does not discriminate on the basis of race, color, religion, gender, age, physical disability, sexual orientation, nationality, or ethnic origin in either the administration of its educational policies and programs, or in the hiring and retaining of and the granting of tenure to its Faculty and Staff.

B. **New Employees.** By the time of hiring, the Employer shall inform each Faculty member of the salary scale, the duties expected of him/her, and of existing personnel practices. Newly employed Faculty shall be placed on the salary scale dependent upon their experience. **A copy of this Agreement shall be provided to all new Employees, by the School, at the time of employment.**

C. **Tenured Employees.** Tenured Faculty members shall automatically be issued a contract for the following year no later than February 15, subject to the conditions stated in Article XVII - Tenure of this Agreement.

D. **Non-Tenured Employees.** The renewal of employment for non-tenured Faculty shall be for one school year. Contracts shall be issued subject to the provisions stated in Article XVI - Evaluation Procedures for Non-Tenured Employees.

E. **Associate Teachers.** Associate Teachers shall be paid as provided in Article VII-B-4. An Associate Teacher's year of employment shall not count towards tenure if such Teacher becomes a Full-time Teacher.

ARTICLE III- WORK LOAD & CONDITIONS

A. **Definition of full-time Teacher's and Co-teacher's workload.** A Teacher/Co-Teacher's workload consists of both teaching and non-teaching responsibilities. It is understood that total consistency of workload from teacher to teacher and from division to division is impossible. The School shall, however make its best efforts to adhere as closely as possible to the following:

1. Full-time Teachers /Co-teachers shall work five days per week, Monday through Friday. A full-time workload shall be defined as the equivalent of **no less than** seventeen (17) forty (40) minute teaching periods (680 minutes) per week.

2. Each Teacher/Co-teacher's normal workload shall fall within a 7-1/2 hour time span, between the hours of **8:00 AM and 3:30 PM for the lower school faculty and between 8:15AM and 3:45 PM for the middle and high school faculties.** This may, in certain circumstances, include the period immediately before or immediately after regular teaching classes.

3. Teaching responsibilities shall include classroom teaching, advisory responsibility, and may also include non-teaching coverage, such as bus duty, PE walks, recess duty, rest time, etc., as requested by the Director or appropriate Principal. Cafeteria duty is required of all Staff.

4. In addition to daily teaching responsibilities, Teachers/Co-teachers are expected to attend one full or divisional faculty meeting per week. Such meetings shall terminate on or before 5:30 PM. In addition to this, whenever possible and appropriate, Teachers/Co-teachers are expected to serve on committees, attend teacher/parent meetings, and attend special events, some of which may take place outside of the normal school day.

5. A 'normal' PERIOD shall be defined as 40-minute duration of time. Classes which, for instance, normally meet for 5, 40-minute periods per day ($5 \times 40 = 200$) may be reconfigured to FLEX(ible) periods. For example, one, 90 min. period, two, 45 min. periods, and one, 20 min. period [$90 + (2 \times 45) + 20 = 200$]. Similarly, four (4), 50 min. periods is equivalent to five (5), 40 min. periods. Other configurations are possible. For purposes of determining periods taught, the periods longer than 40 minutes will be averaged together so that the **total equivalent periods taught** will be based on the total number of minutes taught, divided by 40. This will then be added to any periods taught for 40 minutes or less.

6. A maximum full-time workload for departmental teachers (specialists) shall be defined as being 5 periods per day (25 periods per week). It is understood that the School shall ensure that there will be no more than 4 teaching preparations per day and no more than 3 consecutive teaching periods without prior Teacher consent. If a Teacher is asked to teach 4 different preparations on a given day, the School shall make every effort to assign no more than 2 such periods to be taught consecutively without the third period being separated by a duty free **normal** preparation period. Teachers assigned a "work load" of less than 25 periods may be expected to choose from, or may be assigned, activities in order to achieve a "full work load." The following are examples of activities that shall be considered as equivalent to teaching periods: administrative duties, homeroom supervision, advisee office hours, substitute teaching, clubs, and special activities beyond the scheduled syllabus (i.e., chorus, yearbook, newspaper, play rehearsals, orchestra, courses which meet for limited periods of time, etc.). All Staff shall receive a minimum of at least ONE free unassigned period per day **to be used at his/her own discretion. Beginning in 2008-2009, all Lower School, full-time classroom Teachers/Co-teachers shall receive an additional 30 minute break between the lunch hours of 11am and 1pm.**

The administration may not require Teachers/Co-teachers to exceed a full work load as described above, but this limitation may be exceeded by Teachers/Co-teachers choosing to take on additional assignments voluntarily. In any case where a Teacher or Co-teacher voluntarily takes on additional assignments, if offered,

that exceed a full-time work load, the salary paid to such Teacher or Co-teacher shall be calculated by taking the equivalent number of 'normal' periods per week worked by that teacher divided by 25 multiplied by the salary for such Teacher or Co-teacher. The School shall notify the Chapter Leader of the Association as and when cases arise of Teachers or Co-teachers who take on additional assignments that exceed a full-time workload.

7. Wherever possible, Teachers/Co-teachers shall be made aware of their program and responsibilities for the coming year upon issuance of their contracts by the Employer, and at least no later than by June 1. Changes, which have to be made after that time, will not be made without prior consultation and agreement of said Teacher(s).

8. The School shall provide lunch, free of charge to all Staff members eating lunch at school. Staff members eating lunch at school are responsible for the students in their charge during lunch.

9. Faculty members shall be provided dinner in school or **\$25.00** if attending an official school meeting or chaperoning of students at a School sponsored event and such event is scheduled to end after 7 PM. Those remaining after 9PM shall be eligible for reimbursement for taxi or car service.

10. **Class coverage.** In the event of an unexpected short-term teacher absence, the School shall endeavor to hire a substitute teacher. If, however, no substitute teacher can be hired, the Faculty having a prep period may be asked to cover such class on a rotating basis. Whenever possible, teachers with the lightest teaching loads for that day shall be asked first.

11. **Teacher's Rooms.** The School shall make a best effort to provide a "Teacher's Room" for faculty use during prep periods. Such rooms shall be provided with chairs, tables, and a telephone.

12. **Off-site Activities.** Adult to Student Ratios for purposes of safety and management: (a) for Lower School classes, the ratio of supervising adults to students on overnight educational field trips shall be no more than eight (8) students to each adult. In the event that there isn't an even multiple of students/adult (8:1), then for every additional 4 or more students, there shall be an additional adult present; (b) for Middle and High School classes, the ratio of supervising adults to students on overnight educational field trips shall be no more than ten (10) students to each adult. In the event that there isn't an even multiple of students/adult (10:1), then for every additional 5 or more students, there shall be an additional adult present; (c) for Lower and Middle School off-site physical education activities, there shall be a minimum of two (2) adults present at all times.

The limits specified in sections (a) and (b) above shall be adhered to, although modifications may be made by agreement among the teachers and administrators responsible for the trip because of special circumstances.

B. Definition of Part-time Teacher's workload. Part-time Faculty shall assume the responsibilities as outlined above, in proportion to the time they work in the school.

Part-Time Teachers employed before the 2006-2007 school year shall teach no more than the equivalent of 16 'normal' periods per week and have teaching plus non-teaching responsibilities adding up to no more than the equivalent of 20 'normal' periods per week. Anyone with a workload of more than this will be considered Full-Time. Such Part-Time Teachers who teach less than the equivalent of 16 'normal' periods per week shall have non-teaching responsibilities reduced in proportion to their teaching time. The definition of a period (above) shall conform to flexible period defined in Article III.A Section 5.

Part-time Teachers first employed for the 2006-2007 school year or later shall have teaching and non-teaching responsibilities adding up to the equivalent of but not more than, 24 'normal' periods per week. These teachers shall teach no more than the equivalent of 16 'normal' periods per week. Such teachers' salary shall be calculated on the basis of a full time workload of 25 'normal' teaching and non-teaching periods per week. Anyone with a workload of 25 such periods per week or more will be considered Full-Time. The definition of a period (above) shall conform to flexible period defined in Article III.A Section 5.

Anyone employed on a part-time basis will be expected to attend staff meetings and to take on additional responsibilities, including faculty meeting days that are scheduled before the beginning of the school year and after the end of the school year and days on which faculty professional development days are

scheduled, whenever possible, in proportion to the percentage of a full-time teaching load equivalent to 20 'normal' periods per week for part time employees employed before the 2006-2007 school year and 25 for those first employed for the 2006-2007 school year or later. In addition, part-time teachers who are expected to attend days on which parent-teacher conferences are scheduled, shall attend whenever possible.

C. Definition of Associate Teacher's workload. Associate Teachers normally are assigned to the younger grades, 4s through first grade. Their workload and hours at school are comparable to that of the Head Teacher's at those age levels. Their daily responsibilities are largely determined by the Head Teachers with whom they work. The School may also assign such responsibilities as morning hall duty, or **early bird (which requires arrival time of 7:30 AM)** and other such supervisory tasks to the Associate Teachers.

D. Athletic Director - Job description. The Athletic Director's duties may include, but not be limited to the following: the Athletic Director shall attend inter school Athletic Director meetings; schedule and coordinate inter school team games; obtain referees for officiating games; get field permits; attend coaches meetings; and be responsible for all team uniforms and equipment. Stipends are to be paid for any coaching assignments in addition to any stipends paid for these previously stated duties. (See Article VII, Section B, Part 3: Athletic Director and Coaching Remuneration).

E. Administrative Stipends. 1. The following procedures will apply when an administrative stipend is offered to a teacher for specific tasks (e.g. coordinating the year book) or an administrative position (e.g. Middle School Dean of Students or High School grade level dean); provided, however, that such procedures shall apply only if the incumbent fulfilling such tasks or occupying such administrative position chooses not to do so for the relevant school year:

a. A job description detailing the duties to be performed, the qualifications required, the time required and the amount of the stipend attached to the appointment shall be posted not less than 12 school days prior to the filling of the position.

b. The notice posting the position shall include an invitation to interested faculty members to apply within 10 school days following the date of posting.

c. No earlier than 12 school days following the date of initial posting the Director shall review the applications and make his/her appointing decision, which shall be posted within ten school days of the appointment being made.

d. The School shall supply the Association with a list of stipends and the names of the persons receiving such stipends not later than September 30 of the relevant school year.

2. For all persons employed by the School on a split (administrative and teacher) appointment, the School will notify the Chapter Leader of the Association, no later than the last school day in September of each year, of the following:

a. the name of the person;

b. the percentage of the teacher and administrative appointments;

c. a description of teacher and administrative appointments;

d. the total amount of compensation paid to each such person by virtue of his/her teacher appointment.

The teacher portion of a split (administrative and teacher) appointment shall be based on the existing salary schedule.

ARTICLE IV - Retrenchment and Recall

A. Retrenchment. In the event of a retrenchment, retrenchment shall occur in inverse order or seniority (last in, first out), and at the discretion of the Director, if all candidates possess skills and experience, which make them equally qualified for the position. For the purposes of retrenchment, seniority shall be computed as total service in area of specialization at LREI. (i.e., an area of specialization would be Elementary Education.)

B. Recall. If a position for which a retrenched Faculty member(s) is qualified opens up within two full school years of the date of retrenchment, said Faculty member(s) will be notified of such openings and have the right to be reinstated. Reinstatement will be offered in order of seniority. If in the opinion of the Director more

than one candidate possesses skills and experience, which makes them equally qualified for the position, the Director shall use his/her discretion for the order of recall.

It is the obligation of each retrenched Faculty member to keep the School informed of his/her current address.

Article V - Severance

Retrenched Full-time Faculty members shall be entitled to the following: 4-15 years of service at LREI - one month pay per year of service after the third year (maximum of one year). Maximum of six months to be paid in the first year; the balance to be paid the following year. In the event of recall, severance pay will be prorated only if said retrenched Faculty member is recalled prior to the severance pay being full paid out. For retrenched Employees, each month's salary owed will be evenly distributed on a semimonthly basis.

Article VI - Vacations (School Calendar)

Vacations shall be outlined in the annual School calendar. The Calendar shall be made a part of this Agreement and attached hereto. There shall be one School calendar for the entire school.

Article VII - Salaries and Salary Schedules

A. **Salary Schedule.** All provisions of this contract remain in effect during the present contractual school year.

1. **Full-time Teacher/Co-teacher.** See Appendix A for salary schedules for all Full-time Teachers/Co-teachers.

2. Part-time Teacher. Part-time Teachers employed before the 2006-2007 school year.

(a) Salaries for Part-Time Faculty shall be prorated according to the Full-time Teacher salary scale – based on 20 ‘normal’ teaching periods as being the full-time teaching load; (b) Part-time teachers, if asked to substitute, will receive the same salary as any regular substitute, but if asked to come in to perform duties commensurate with their normal duties, they will get additional compensation at their normal rate.

Part-time Teachers first employed for the 2006-2007 school year or later. (a) Part-Time Teachers salaries shall be prorated on the basis of a full-time workload of 25 ‘normal’ teaching and non-teaching periods per week. (b) Part-time teachers, if asked to substitute, will receive the same salary as any regular substitute, but if asked to come in to perform duties commensurate with their normal duties, they will get additional compensation at their normal rate.

3. **Yearly Increase.** All Faculty members will advance to the next higher salary step on the salary scale in their category until the maximum annual salary is attained.

4. **Recognition of Service.** (a) When a Faculty member has completed at least 5 years of full-time service at LREI, he/she will receive a bonus of \$1,000 per year above the Salary Schedule Step that the person is on. Part-time Faculty will receive a prorated portion if their part-time service is under 80%, otherwise, they will receive the full bonus. The Faculty member shall have completed 5 years of service to the School before being eligible for cited bonus; (b) When a Faculty member has completed at least 10 years of full-time service at LREI, he/she will receive an additional bonus of \$1,000 (\$2,000 in total) per year over that year's current salary schedule. Part-time Faculty will receive a prorated portion if their part-time service is under 80%, otherwise, they will receive the full bonus. The Faculty member shall have completed 10 years of service to the School before being eligible for cited bonus; (c) When a Faculty member has completed at least 15 years of full-time service at LREI, he/she will receive an additional bonus of \$1,000 (\$3,000 in total) per year over that year's current salary schedule. Part-time Faculty will receive a prorated portion if their part-time service is under 80%, otherwise, they will receive the full bonus. The Faculty member shall have completed 15 years of service to the

School before being eligible for cited bonus. All recognition of service awards shall be calculated using these new rates effective September 2008.

5. **Longevity Increases** (which began accumulating in the 1983-84 school year) are not intended as a step, but as an incentive for LREI Staff at the highest step who work additional years at LREI. As of September 2001, the payment of the Longevity increase shall be \$1,000 per year after being at step 20 for two consecutive years **Longevity Increases accrued in previous years shall be continued**. Part-time Faculty shall receive a prorated stipend.

6. **Associate Teachers**. Salaries for Associate Teachers shall be as follows: first year - \$32,684; second year - \$34,651; third year - \$38,807; fourth year - \$40,962 and subject to negotiation with each contract renewal.

7. **20 Plus Salary Compensation**. For the purpose of calculating 20 plus salary compensation, individuals at that step shall receive, along with recognition of service and longevity increases, where applicable, an additional total dollar amount equal to that received by those individuals at the 15th step. As this amount varies, no fixed amount is implied. This is to ensure the longevity of the salary schedule and equity for those individuals at the 20 plus step.

B. Salaries.

1. **Overnight Duty**. (a). Teachers who chaperon, School approved, overnight trips, shall receive a stipend of \$100 per night as compensation for the required additional teaching as well as for their night-time supervision. Teachers chaperoning School approved FOREIGN TRIPS receive travel expenses, and beginning September 2008, a stipend of \$100 per night; (b) in addition, teachers who plan and develop a school-approved foreign trip shall receive a \$20 stipend per trip day, whether or not they go on the trip. All Faculty supervising students who accompany the trip shall receive \$20 per trip day. (c) Associate Teachers who chaperon an overnight trip shall receive a stipend of seventy-five dollars (\$75) per night.

2. **Substitute Teachers**. (a) per diem Teachers shall receive \$100 per day; (b) monthly salaries of Substitute filling long-term absences of two months (40 working days) or more, shall be one-tenth (1/10) of the annual salary for each month worked. Annual salary shall be determined by placing the Substitute at the appropriate step on the salary schedule for Full-time Teachers, based on the Substitute's prior teaching experience; (c) the Long Term Substitute shall be paid on a ten-month basis.

3. **Athletic Director & Coaching Remuneration**. (a) a stipend of \$2,000 will be paid to the Athletic Director for such services performed as stated in Article III, Part D (Athletic Director -- Job Description); (b) Coaching stipends will be paid as shown in Appendix B.

4. **Payment of Salaries**. All Full-time and Associate Teachers are, for purposes of entitlement to unemployment compensation, considered to be "under contract" from September 1 through August 31 of the following year. Their salaries shall be based on a 10 month academic year as described in the School Calendar and will be paid over 12 months in 24 equal installments with all fringe benefits continuing over that time period. Pay periods shall end on the 15th and last day of the month. Paydays shall be the last work day in the pay period. Faculty members may be asked to report for work for not more than 5 days prior to the start of the academic year and 5 days after the end of the academic year. The school year shall not exceed 180 teaching days. Compensation for each day of work performed at the request of the School outside the academic year will be calculated as follows: (annual salary listed for the faculty member at his/her step + any amounts payable under Articles VII-A-4 and VII-A-5) ÷ 180.

ARTICLE VIII - Maternity Leave

Maternity leave is treated in the same manner as sick leave. See Article IX - Sick Leave and Article XI - Family and Medical Leave.

ARTICLE IX - Sick Leave

Each Faculty member shall be entitled to 15 non-cumulative working days of sick leave during the school year with full pay. In case of prolonged illness, those on staff for three years or less shall be entitled to one working month additional sick leave with pay. Those on staff more than three years shall be entitled to two working months additional sick leave. Permission for longer absences may be granted at the discretion of the Director.

ARTICLE X - Emergency Leave and Personal Days

Each faculty member shall be entitled 5 non-cumulative days of leave during the school year without loss of pay for emergencies, such as serious illness in the family, or hospitalization or death of a family member. Registered domestic partners are considered to be family members. Each faculty member shall be entitled to two personal days, defined as days taken off by right for important personal reasons without necessity of explanation. Such days will be counted as emergency days or sick days at the discretion of the faculty member involved. Permission for additional days may be granted in special circumstances at the discretion of the Director.

ARTICLE XI - Family and Medical Leave

A. **Eligibility.** An employee must have been employed at least twelve (12) months and have provided at least 1250 hours service during the twelve (12) months before leave is requested.

B. **Requirements.** An eligible employee is entitled to twelve (12) unpaid work weeks of leave during any twelve month (12) period for three (3) reasons: (1) birth, adoption, or foster care of a child; (2) serious health conditions of a spouse, child or parent; or (3) Employee's own serious health condition.

C. **Significant Terms and Conditions.** Health benefits continue through the Employee's leave. The School may recover health coverage premiums for the unpaid leave period from an Employee who fails to return from leave, except if the reason is the continuation, recurrence or onset of a serious health condition. An employee who completes a period of leave is to be returned either to the same position she/he had before or to a position equivalent in pay, benefits and other terms and conditions of employment. Leave is not to result in the loss of any previously accrued seniority or employment benefits, but neither are any benefits to accrue during the leave. Leave may be taken for birth or placement of a child only within twelve (12) months of that birth or placement. Employees are entitled to twelve (12) unpaid work weeks.

D. **Utilization of Family/Medical Leave Benefits.** Before commencing unpaid FMLA leave, the employee must exhaust his/her accrued personal days. Additionally, when FMLA leave is taken due to the employee's own serious health condition or the birth, adoption or placement of a child, the employee may, at his/her option, use some or all of his/her sick days before commencing the twelve (12) week unpaid FMLA leave period.

E. **Additional Provisions.** The School will go beyond the provisions of the Family Medical Leave Act in stating that a teacher on leave who has been on salary for a minimum of five (5) months will receive "full step credit" for the year.

F. **Special rules concerning Teachers.** If a teacher wishes to take intermittent leave, and that leave would cause the teacher's absence from the classroom more than 20% of the time, the teacher may be required to take continuous leave during the treatment period or to be placed in a equivalent position that would not be disruptive to the classroom. Also, a teacher may be required to extend leave through the end of a term if she/he would otherwise have returned within the last two or three weeks of the term depending on the date on which the leave commenced and the duration of the leave.

ARTICLE XII - Other Leaves

A. **Child Care Unpaid Leave.** Starting in their THIRD year, AFTER completion of the twelve (12) weeks unpaid Family/Medical Leave, teachers who are primary caregivers for new babies may take unpaid Child care leave for the remainder of the semester and also, if desired, for the following semester. Notice of intent to do so **must be in writing** to the Director prior to the start of the twelve (12) weeks unpaid Family/Medical leave. Normal return to work dates would be at the beginning of a semester, unless the Administration together with the Teacher has previously agreed, **in writing**, upon a different date. Health benefits continue through the employee's leave. Dependent premiums must be paid to the School. Pension benefits will not continue through the Employee's leave. Leave will not result in the loss of previously accrued seniority of employment benefits, but neither will any benefits accrue during the leave.

Faculty members whose workload is 50% or greater shall be eligible for the above benefits. Upon application and at the discretion of the Director, these benefits may also be granted to Faculty whose workload is less than 50% that of a full-time faculty member.

B. **Jury Duty.** In the event of absence due to Jury duty, the faculty member shall be reimbursed for the difference between her/his day's pay and the Jury duty pay, except when Jury duty occurs during a vacation period. This absence is not to be deducted from sick or emergency leave.

ARTICLE XIII - Grants

The School shall establish a fund to which Teachers may apply for projects for professional development. Projects fall into two categories: (1) Grants for a project which doesn't interfere with a Teacher's full-time teaching responsibilities may be applied for by any Teacher, and (2) Teachers who have seven years of full-time employment may apply for a grant to fund a project in which the Teacher will be absent from the School. Sabbatical grants cannot exceed an amount equal to one-half of the Teacher's annual salary.

Any proposal for a grant must be submitted in writing to the Joint Administrative Committee by January 1 of the preceding academic year. The Committee shall make a recommendation to the Director. The Director shall make the final determination. All grants/sabbaticals are awarded on the assumption that the Staff member will return to the School the following year. If an Employee receiving a grant/sabbatical leave, does not return, the School has a right to withhold unpaid grant/sabbatical monies and require the return of grant/sabbatical monies received.

ARTICLE XIV - Hiring/Rehiring

A. The procedure for hiring new Faculty shall be as follows: (1) Teachers **and Co-teachers.** The Director and/or Principals or their designees shall do the preliminary screening of applicants for all positions of Teachers/Co-teachers and Associate Teachers. Applicants recommended by the Principals shall be interviewed by any teachers interested in participating in the hiring process who shall then express their recommendations for hiring to the Principal. When possible all applicants shall give a demonstration lesson, which Teachers and Administrators may observe. The Director and/or designee shall make the final determination. When school is not in session, the Director or designee and/or the Principal shall have the power of appointment after consulting with available Faculty members; (2) **Associate Teacher.** Associate Teachers shall be interviewed and hired by the Director after consultation with the Principal and/or Assistant Principal and the Head Teacher with whom the Associate will be working. An Associate Teacher remaining for a second, third or fourth year shall be evaluated by the Principal or Assistant Principal and the Head Teacher with whom the Associate has worked. The final decision to hire an Associate Teacher is to be made by the Director.

B. Rehiring of Present Faculty. (1) For present First and Second year Faculty, the Director makes the final decision for Rehiring by February 15 with input from the Principal(s) of the Division(s) in which the Faculty member works. (2) for Third and Fifth year Faculty, the Director makes the final decision for Rehiring by February 15 with input from a Personnel Committee which will be formed and will operate as provided in Article XVI.

ARTICLE XV - Dismissal for Just Cause for Tenured and Non-Tenured Faculty

In the event that a Teacher is deemed by the Director or his/her designee to be subject to dismissal:

A. **Immediate Dismissal for Just Cause of Tenured or Non-Tenured Faculty.** If in the opinion of the Director or his/her designee a 'single event' precipitates a possible reason for immediate dismissal for JUST CAUSE, the following procedures shall apply:

1. The Director or designee shall verbally inform the Faculty member that he/she is being suspended and give the reasons for the suspension. Within two (2) school days, the Faculty member shall be given, in writing, the reasons for the suspension.

2. If the Faculty member does not agree with the suspension, then within five (5) school days after the incident, the Director shall meet with the Executive Board of the Staff Association to discuss the matter. The Director is not bound to follow the advice of the Executive Board.

3. Within 10 working days of the incident, and after consulting with the Administrative Committee and Staff deemed relevant by the Director, the Director must notify said Teacher of dismissal or reinstatement. The Director is not bound to follow the advice of the Administrative Committee.

The dismissed person may avail himself/herself of the grievance process as stated in Article XIX (Settlement of Disputes and Grievances). The Employee has the right to have a representative of his/her own choosing present during any disciplinary proceeding.

B. **Possible 'mid-year' dismissal for Cause of Non-Tenured Faculty.** If, during the school year, in the opinion of the Director and/or the Division Principal, a non-tenured Faculty member is not fulfilling his/her obligations to the School and its students, the Director shall provide the Chapter Leader of the Association with written notice of the areas of concern. If agreed upon by those involved, a plan to assist the Faculty member will be developed before any suspension or dismissal takes place.

The dismissed person may avail himself/herself of the grievance process as stated in Article XIX (Settlement of Disputes and Grievances). The employee has the right to have a representative of his/her own choosing present during any disciplinary proceedings.

ARTICLE XVI - Administrative Evaluation & Peer Observation Procedures for Non-Tenured Teachers

A. Informal Observations and Conferences.

1. **Informal Peer Observations and Conferences.** The more experienced Teachers on the staff are encouraged to sit in on class lessons of less experienced Teachers on staff, as well as in classes of other experienced Teachers. Likewise, less experienced Teachers are encouraged to sit in on classes of more experienced Teachers. It is hoped that out of this will come dialogues leading to the sharing and implementing of new ideas and teaching strategies.

2. **Informal Administrative Observations and Conferences.** (a) Informal observations of classes may occur at any time by the Principal or the Director. The purposes of these observations are to obtain a better understanding of student/teacher dynamics, the Teacher's curriculum, and teaching skills; (b) Informal conferences should occur with the Principal or his/her designee on a weekly basis with First and Second year Teachers and with Associate Teachers, and at least on a monthly basis with third or more year Teachers. The purpose of these informal conferences is to discuss class observations, curriculum, teaching techniques, class discipline, and School policy.

B. **Formal Observations and Conferences.** The purpose of Formal Observations by Administrators is to give helpful feedback for future lessons and to help in making hiring decisions for the next year. Formal Observations by Peers are to give helpful feedback for future lessons and to enable the Observer to give input into the Rehiring process discussed in Article XIV -- Hiring/Rehiring.

B-1. Number and Timing of Formal Observations.

a. For **First and Second Year Teachers** for whom there is some concern about being invited back for the following year:

By December 1, if it is possible, the Principal (or Lower School Assistant Principal in the case of Lower School part-time faculty) shall inform Teachers who might not be invited back for the following year. Prior to December 15, the Principal will give the teacher(s) in question written notice of the reasons for the possible non-renewal of contract which shall be reflected in and supported by the standards and criteria developed by the standing committee created for this purpose in the 1998/99 contract.¹ The Principal shall simultaneously provide the Chapter Leader of the Association with written notice of the general areas of concern involved in the possible non-renewal. The reasons for possible non-renewal will be discussed at a meeting attended by the Teacher in question, his/her Principal and the Director. This meeting shall be held before the winter holiday break. The Teacher in question may be accompanied at this meeting by a colleague of her/his choice.

In such cases four (4) formal observations will be required by the end of the first week of February: one each by two Peer Observers (one selected by the Association and one selected by the teacher in question); one by the Principal of the teacher's Division; and one by the Director. All observations shall conform to the guidelines stated below in Section B-2 (Observation Procedures) of this Article. By February 15, the Faculty member who has gone through this observation procedure shall be informed as to whether or not he/she shall be rehired for the following school year as stated below in section C-1 Basis for Rehiring.

b. **For all other non-tenured full-time Teachers**, the following will be the schedule of formal observations:

(i) **All First and Second Year Teachers** will have one (1) Formal Observation by the Principal or Assistant Principal of the division that they teach in. These observations shall follow procedures set out in Section B-2 of this Article and will be completed by the end of the first week in December.

(ii) **Third Year Teachers** will be evaluated by a Personnel Committee composed of: the Director; a Principal from a Division in which the Teacher in question works; a Peer Observer chosen by the Teacher being observed; and a Peer Observer selected by the Association. Whenever possible, Peer Observers should be Tenured Faculty members. Each member of the Personnel Committee shall observe the Teacher at least once prior to the end of the first week of December. Observations shall follow procedures set out in Section B-2 of this Article. If there is some concern about the observed teacher being invited back for the following year after receipt of the observation reports from his/her Personnel Committee, the Director will provide him/her with the reasons for the possible non-renewal of contract which shall be reflected in and supported by the standards and criteria developed by the standing committee created for this purpose in the 1998/99 contract year (interim standards agreed upon by the Administration and the Association will be used until supplanted by further agreement following receipt of the standing committee's report). This notice will be delivered before the last day of school in December. In such cases, the members of the Personnel Committee will observe the Teacher at least once more before the end of the first week of February.

(iii) **Fourth Year Teachers** (First year of two year contract, see Section C-2 of this Article). Much informal observation by the Principal and/or Assistant Principal and the Director, with follow up discussions, is encouraged. (See goals in Section C-2, Basis for Rehiring, below). There shall be two formal observations by at least one of the Peer Observers from the teacher's Personnel Committee from the year before; one by February 1, the other by June 1.

(iv) **Fifth Year Teachers** (Second year of the two-year contract). During their fifth year there shall be a minimum of five (5) more observations, making a minimum total of seven (7) formal observations over the two-year contract period. The additional five (5) observations shall be made by the end of the first week of December as follows: one (1) each by the Director; a Principal from a Division in which the teacher works; a

¹ These standards and criteria will be reviewed and amended, if necessary, by a Standing Committee composed of one (1) faculty member from each division chosen by the Staff Association Executive Board and one (1) administrator from each division.

Peer Observer chosen by the teacher being observed; and two Peer Observers selected by the Association. The Peer Observers should include those Faculty members who served on the teacher's Personnel Committee during his/her Third year review if available (unless otherwise requested by the Teacher being reviewed) and the observations should follow procedures set out in Section B-2 of this Article. If there is some concern about the observed teacher being invited back for the following year after receipt of the observation reports from his/her Personnel Committee, the Director will provide him/her with the reasons for the possible non-renewal of contract which shall be reflected in and supported by the standards and criteria developed by the standing committee created for this purpose in the 1998/99 contract year (interim standards agreed upon by the Administration and the Association will be used until supplanted by further agreement following receipt of the standing committee's report). This notice will be delivered before the last day of school in December. In such cases, the members of the Personnel Committee will observe the Teacher at least once more before the end of the first week of February.

(v) **Part-time Teachers.** The evaluation procedures for Part-time Teachers working at 60% or above shall be the same as for the First and Second Year Full-time Teachers. After 3 years of service at 60% or above, a part-time Teacher and her/his Principal may mutually agree to waive annual evaluation in favor of evaluation at three year intervals in which case the evaluation shall be conducted as provided in Section B-1-b-ii of this Article. Part-time Teachers working less than 60% shall have one Formal Observation by the Principal or Assistant Principal of the Division in which they work by the end of the first week of December.

(vi) **Associate Teachers.** The Principal/Assistant Principal and/or the Director shall observe the Associate Teacher with at least ONE formal observation prior to February 1.

B-2. Observation Procedures. The procedures for the Formal Observations of Teachers shall be as follows:

a. There shall be: (i) a short PRE-OBSERVATION meeting in order to have the observer understand the history of the lesson; (ii) a half hour to full period class observation; and (iii) a short POST-OBSERVATION meeting to allow the observer to give helpful feedback, in writing, after the observation.

b. All formal observations shall be written up and shared with the observed person within the earlier of TWO (2) school weeks of the observation and the end of the first week of December. Copies of this written observation shall be signed by both the observer and the person observed. This signing is solely for the purpose of acknowledging the observation and the post-observation meeting.

c. The observed person may attach his/her written comments to the signed observation report.

d. A copy of each formal written observation shall be given to the Principal, who in turn, shall sign such observation and then give a signed copy to the Director.

e. A copy of each formal written observation, and any attached written comments, shall be placed in the Teacher's personal file.

C. Basis for Rehiring.

1. **First and Second Year Teachers.** For the first two (2) years of a Teacher's employment with the School, Teachers will be rehired under one-year contracts. The Director shall make the final decision as to whether or not to rehire First and Second year Faculty members for a second or third year of employment. (See Article XIV-B). In making this decision the Director shall consider relevant factors including, but not necessarily limited to; information contained in the faculty member's personal file; reports of informal and/or formal observations; and written comments submitted by faculty and administrators and material submitted by the faculty member in support of his/her application for reappointment pursuant to Section D of this Article.

2. **Third Year Teachers.** Teachers in their third year of teaching at LREI, if rehired by the School, will be rehired for a TWO year term. The final decision as to whether or not to rehire a third year teacher shall be made by the Director. Factors to be considered include, but are not necessarily limited to; information contained in the faculty member's personal file; reports of informal and/or formal observations; and written

comments submitted by faculty and administrators and material submitted by the faculty member in support of his/her application for reappointment pursuant to Section D of this Article. The decision of the Director shall not be arbitrary or capricious and shall be subject to challenge under Article XIX. On or about February 15, teachers rehired for a two year term shall be given a list of concerns, if any, to be worked on in the up-coming year. This list will be revised, if necessary, prior to the end of the fourth year.

3. **Fourth and Fifth Year Teachers.** Teachers in their fourth and fifth years will continue in employment in accordance with their two-year contract. During these two years, they will have the rights and privileges of Tenured Teachers. Except, however, in their FIFTH year they will be observed as provided in Section B-1-b-iv of this Article. The final decision as to whether or not to grant tenure shall be made by the Director. Factors to be considered in making that decision include: information contained in the faculty member's personal file; reports of informal and/or formal observations; and written comments submitted by faculty and administrators and material submitted by the faculty member in support of his/her application for reappointment with tenure pursuant to Section D of this Article. The decision of the Director shall not be arbitrary or capricious and shall be subject to challenge under Article XIX.

D. Solicitation of Comments and Operation of Personnel Committees. (1) By the end of the second week of November, Faculty members and Administrators shall be informed of the names of non-tenured Faculty subject to review for re-appointment and/or tenure and may then offer relevant written input to the Principal and/or the Director by the end of the last week of November. This date shall be extended to the end of the last week in January for Faculty members who might not be invited back for the following year and are in the second round of observations. Faculty members subject to review for reappointment and/or tenure may inspect their personal file and submit materials in response to any of its contents or in support of their application for reappointment and/or tenure by the end of the first week of February. (2) The purpose of Personnel Committees shall be to observe the Teacher being evaluated, and to meet to review and discuss **all** material and information, which will be considered by the Director in making his/her decision. At the conclusion of the meeting, each member of the Personnel Committee, other than the Director, will complete a written form in which he/she includes his/her recommendation as to the renewal/non-renewal of the Teacher's contract or the grant of Tenure. One copy of the completed forms shall be given to the Director and one copy shall be retained by the Personnel Committee member who completed it. **All Personnel Committee meetings shall occur between the first day of the second week of December and the last day of school in December.**

E. Procedure for Rehiring and for NOT Rehiring. For those Faculty that are NOT being rehired for the following year, the Director shall verbally AND in writing notify all teachers by February 15. A 'letter of intent' to rehire a Faculty member, specifying their position and (if available) their salary, shall be given to such person no later than February 15. The Faculty member shall respond to the 'letter of intent' by March 1. If said Faculty member does not submit a signed acceptance by March 1, the School is NO LONGER obligated to offer employment to said Employee.

ARTICLE XVII - Tenure

Tenure is subject to the review procedures outlined in this Article.

A. Rights of Full-time Faculty. Tenure only applies to Full-time Teachers. Full-time Teachers who have received five (5) years of positive evaluation for their work and have commenced working for the sixth year shall be granted Tenure. A Tenured Teacher's contract shall be renewed automatically at the end of each school year, subject to the review procedures outlined in this Article. A newly tenured Teacher cannot be reviewed for a period of three (3) years after tenure has been granted.

B. Self-study and Professional Evaluation for Tenured Faculty. To ensure further growth and development, every Tenured Teacher shall engage in a periodic self-study of his/her goals, strengths, and needs as a teacher. Every THIRD year after a Teacher receives tenure, he/she will be observed by the Principal(s) of the division(s) in which he/she teaches and by one (1) Peer selected by the Teacher. The Teacher will discuss and receive from his/her observers a written description of each observation.

C. Process of Review of Tenured Faculty.

1. The Director may request a review of a Tenured Teacher at any time prior to November 1 during a school year, provided that said Tenured Teacher had not been granted tenure or reviewed during the prior period of three years. The process to be followed to initiate the review is as follows:

a. **Initial Notice.** The Director must notify the Teacher and the Chapter Leader of the Association in writing of his/her request for "review of tenure." This notice shall describe the general areas of concern which shall be reflected in and supported by the standards and criteria developed by the standing committee created for this purpose in the 1998/99 contract year (interim standards and evaluation forms agreed upon by the Administration and the Association will be used until supplanted by further agreement following receipt of the standing committee's report).

b. **Forming the Review Committee.** The Executive Board of the Staff Association shall appoint three (3) tenured faculty members to serve on the Review Committee. The Director and a Principal from a Division in which the Teacher being reviewed works shall also serve on the Review Committee. All votes of the Review Committee shall be by secret ballot and shall be decided by simple majority.

c. **Launching the Review.** Within ten (10) days of initial notification, the Review Committee and the Teacher being reviewed shall meet to discuss the grounds for the review which shall be reflected in and supported by the standards and criteria developed by the standing committee created for this purpose in the 1998/99 contract year (interim standards and evaluation forms agreed upon by the Staff Association and the Administration will be used until supplanted by further agreement following receipt of the standing committee's report). Once a clear understanding is reached, a copy of the initial Notice shall be signed by all the participants of the meeting indicating that this discussion has taken place, but not any agreement by the Teacher as to the legitimacy of the reasons given for the request for review.

d. The Teacher being reviewed must be notified in writing no less than 5 working days before the first formal observation starts.

2. The following procedures for the Review shall be followed:

a. **Round One**—Observations, Evaluation Meeting and Review Meeting.

(i) Each member of the Review Committee shall observe said Teacher one (1) time by December 1. These observations and all subsequent observations shall be made against the set of agreed-upon standards for teachers at LREI and reported in an agreed-upon format (both to be adopted by separate agreement during the 1998/99 school year; interim standards and forms agreed upon by the Staff Association and the Administration will be used until supplanted by further agreement following receipt of the standing committee's report). Two copies of each of these evaluations shall be provided to the Teacher who shall sign and return one copy to be placed in his/her Personal File.

(ii) Before the end of the second week of December, the members of the Review Committee shall meet and discuss their findings as to whether or not there are areas requiring significant improvement by the Teacher being reviewed. This meeting shall be chaired by a faculty member of the Review Committee. Following the discussion, a vote shall be taken by secret ballot to determine if the Review process is to be continued or terminated. If the vote is to terminate the Review process, the Teacher-being-reviewed will be so informed and will not be subject to review for a period of three years. If the vote is to continue the Review process, the faculty member who chaired the meeting will prepare a summary of the reasons for the decision which will be provided to the Teacher by the Director at the time the Director informs him/her of the decision.

(iii) The Teacher may request a follow-up meeting with the Review Committee for further explanation. During this meeting, specific deficiencies shall be discussed and goals set within a plan of supports to aid the Teacher in developing the skills needed to reach those goals.

b. **Round Two**—Observations, Feedback, and Evaluation Meeting.

(i) By February 15, each member of the Review Committee shall observe the Teacher once more and continue to evaluate him/her against the agreed-upon professional standards, providing copies of evaluations to the Teacher as in Round One. During the second week of March, the faculty members of the Review Committee shall meet with the Teacher to provide further feedback. Commendations and recommendations shall be discussed with and approved by the Teacher. Notes shall be taken at this meeting and signed by all in attendance. One copy shall be provided to the Teacher and one copy shall be placed in his/her Personal File.

(ii) Within one week of the meeting referred to in section b (i) above, the members of the Review Committee shall meet and discuss their findings as to whether or not there are areas requiring significant improvement by the Teacher being reviewed. This meeting shall be chaired by a faculty member of the Review Committee. Following the discussion, a vote shall be taken by secret ballot to determine if the Review process is to be continued or terminated. If the vote is to terminate the Review process, the Teacher-being-reviewed will be so informed and will not be subject to review for a period of three years. If the vote is to continue the Review process, the faculty member who chaired the meeting will prepare a summary of the reasons for the decision and the Committee's recommendations to address remaining deficiencies which will be provided to the Teacher by the Director at the time the Director informs him/her of the decision. If the Review Committee is of the opinion that the deficiencies identified cannot be adequately addressed by the end of the school year, it may defer the Round Three observations until November of the following school year.² If the Review Committee elects to so defer, the Teacher-being-reviewed shall meet with the Review Committee before the end of the second week of June to report on steps that have been taken and/or plans which have been made to address the deficiencies identified. If the Review Committee does not elect to so defer, the Review process continues to Round Three.

c. **Round Three**—Observations and Recommendation.

(i) By June 1, each member of the Review Committee shall observe the Teacher once more and continue to evaluate him/her against the agreed-upon professional standards, providing copies of evaluations to the Teacher as in Round One. Before the end of the second week of June, the members of the Review Committee shall meet to make further commendations and recommendations on the progress of the Teacher-being-reviewed. This meeting shall be chaired by a faculty member of the Review Committee. Following the discussion, a vote shall be taken by secret ballot to determine if the Review process is to be continued or terminated. If the vote is to terminate the Review process, the Teacher-being-reviewed will be so informed and will not be subject to review for a period of three years. If the vote is to continue the Review process, the faculty member who chaired the meeting will prepare a summary of the reasons for the decision which will be provided to the Teacher by the Director at the time the Director informs him/her of the decision.

(ii) The Teacher may request a follow-up meeting with the Review Committee for further explanation. During this meeting, specific deficiencies shall be discussed and goals set within a plan of supports to aid the Teacher in developing the skills needed to reach those goals. This meeting, if requested, shall take place before the end of the school year.

d. **Round Four**—Observations and Decision.

(i) If the Round Three observations were deferred, each member of the Review Committee shall observe the Teacher once more between October 15 and November 30 of the following school year (see note 1)

² Where deemed appropriate by the Review Committee, a Teacher may be given the option to take a one-year leave of absence to develop the skills needed to address the deficiencies identified. If such leave is requested by the Teacher and granted by the School, the Round Three observations shall be deferred until October/November of the school year in which the Teacher returns from leave. The insurance coverages and tuition waiver, if any, to which the Teacher was entitled while actively teaching at LREI shall be continued on the same terms during the leave of absence and the Teacher will continue to accrue seniority for all purposes (including the salary schedule) during his/her leave. The School will contribute 50% to the cost of training or course work designed to address the concerns raised by the Review Committee to a maximum of \$5,000.

evaluating him/her against the agreed-upon professional standards and providing copies of evaluations to the Teacher as in Round One.

(ii) Before the end of the second week of December, the members of the Review Committee shall meet and discuss their findings as to whether or not the deficiencies identified have been adequately addressed. This meeting shall be chaired by a faculty member of the Review Committee. Following the discussion, a vote shall be taken by secret ballot to determine if the Review process is to be continued or terminated. If the vote is to terminate the Review process, the Teacher-being-reviewed will be so informed and will not be subject to review for a period of three years. If the vote is to continue the Review process, the faculty member who chaired the meeting will prepare a summary of the reasons for the decision which will be provided to the Teacher by the Director at the time the Director informs him/her of the decision.

(iii) If the Round Three observations were not deferred, or if they were deferred and the Review Committee voted to continue the Review process in December, each member of the Review Committee shall observe the Teacher-being-reviewed once more by February 1 as in Round One. The Review Committee shall meet by the end of the first week of February to discuss their findings as to whether or not the deficiencies identified have been adequately addressed. This meeting shall be chaired by a faculty member of the Review Committee. Following the discussion, a vote shall be taken by secret ballot to determine if the Teacher-being-reviewed has adequately addressed the deficiencies identified and should be re-appointed. If the vote is in the affirmative, the Teacher-being-reviewed will be so informed and will not be subject to review for a period of three years. If the vote is in the negative, the faculty member who chaired the meeting will prepare a summary of the reasons for the decision which will be provided to the Teacher by the Director by February 15 at which time the Teacher-being-reviewed will be informed that he/she is not being reappointed for the following school year. Such decisions are subject to review under Article XIX only for alleged violations of the procedures set forth in this Article XVII-C.

D. Rights of Part-Time Faculty.

There is nothing in this contract that states or implies that tenure given to a Part-time Teacher under the standards of a previous contract is either transferable or applicable towards the granting of tenure for a Full-time position. It is reaffirmed that a Part-time Teacher may not hold tenure at the Little Red School House or at Elisabeth Irwin High School, nor can the part-time experience, in any way, be applied towards the acquisition of tenure.

A Teacher who teaches on a part-time basis at the Little Red School House or at Elisabeth Irwin High School will, however, receive credit for a year's service in relationship to the salary scale and should move up the appropriate step.

ARTICLE XVIII - Benefits

A. Pension Plan. A retirement Annuity Plan in the Teacher Insurance and Annuity Association (hereafter referred to as TIAA) shall be provided for all Faculty members on a voluntary basis as follows: (1) the plan is available to all Full-time Faculty members of the School and to Part-time Faculty who work at least half-time; (2) Beginning with the first year of employment, individual Faculty members may join the plan at their own expense with no contribution by the School; (3) For the 2009-2010 school year, beginning with the THIRD consecutive year of employment, the School shall contribute 4.3% of the Faculty member's salary. This will be a non-match contribution. A member may, however, contribute an additional percentage of their salary up to a maximum determined by law.

B. Insurance.

1. **Social Security.** All Employees shall be covered by Social Security, half the cost to be borne by the School and half by the Faculty member.

2. Medical Insurance. The School will offer to each Employee, from their first day of employment, a choice between medical insurance plans providing benefits and coverage substantially equal to the two medical insurance plans offered by the School under the 1997/1998. The changes for the 2009-2010 school year are as follows: 1) physician and specialist copays will increase to \$25 and, 2) the prescription drug benefit will be a three tier copay of \$10/\$20/\$35 after a \$50 individual deductible.

For each full-time Employee who chooses to obtain medical insurance coverage through the School, the School will pay the monthly premium cost for his/her individual coverage under the less expensive of the two available plans. Employees who desire individual coverage under the more expensive plan or who desire family coverage under either plan will be responsible for paying the difference between the amount paid by the School (the individual premium for the less expensive plan) and the monthly premium charged for the plan they select. As of September 2008, the School will contribute \$130/month toward the cost of the additional cost for family coverage for those who opt for family coverage. The School agrees to make coverage available for partners of covered staff on the same basis as "family coverage," in accordance with whatever requirements are stipulated by the provider of such coverage

For Part-time Employees, the School will provide a pro-rata fraction of the monthly premium cost for his/her individual coverage under the less expensive of the two available plans.

NEW Employees are required to pay two (2) deductibles for their first contract year resulting from the fact that the contract year and the calendar year do not coincide.

3. Disability. All employees are covered by State Disability Insurance, the cost of which is shared by the Employees. All Employees are covered by Disability and Life Insurance, the cost of which is paid by the School. Benefits for part-time employees shall be on a prorated basis. There is a \$1 monthly charge to each Employee, deducted quarterly (\$3), whether or not the individual member chooses to join any of the above plans.

4. Dental. All Full-time Employees shall be eligible to be covered by a Dental Plan. The entire cost for each individual Employee wishing to belong to such plans shall be paid in by the School. Dependents are paid for by the individual member. Benefits of Part-time Employees shall be on a prorated basis.

5. Eye Care. All full and part-time employees shall be eligible to be covered on an annual basis by the NYSUT Group Benefits Vision Care Plan ("Designer Gold").

C. Flexible Benefits Program. A 'flexible benefits program' shall be designed, within the confines of law, to allow Employees to reduce their taxable income through deductions from their salary (called 'salary reduction') for certain expenses, such as, for medical insurance premiums, other medical expenses, and young child care expenses.

The School will offer a Flexible Spending Plan to each Employee. Each Employee will be permitted to establish a Flexible Spending Account (FSA) to be reimbursed for eligible medical and dependent care expenses. FSAs will be funded with semimonthly pretax salary deductions. Reimbursements will be made on a monthly basis.

The plan year runs from October 1 - September 31. All FSA enrollment forms must be submitted no later than September 15.

D. Tuition Remission Benefit for Faculty children

<u>Years of Employment</u>	<u>Faculty hired prior to 9/1/09</u>	<u>Faculty hired 9/1/09 or later</u>
1-3	48%	no benefit
4-5	90%	45%
6+	90%	85%

(Example: If a faculty member qualifies for the 85% benefit, the faculty member shall pay 15% of total tuition.)

Part-time employees shall receive a percentage of the tuition remission benefit for their children who are enrolled in the School in proportion to the percentage of a full-time position worked.

ARTICLE XIX - Settlement of Disputes and Grievances

A. As used in this Agreement, a "grievance" is a claim, on the part of one or more faculty members or by the Association that: (1) he/she/they have been treated unfairly, inequitably or in a discriminatory manner by the School or its agents; or (2) there has been a misapplication, misinterpretation, or violation of this Agreement by the School or its agents. All grievances shall be handled in the manner specified below.

B. Procedure:

1. Step One. A faculty member having a grievance shall first discuss it with his/her Principal within thirty (30) working days of the event or occurrence giving rise to the grievance. The faculty member may be represented by the Association at such discussion if he/she so desires.

2. Step Two. (a) If the grievance is not resolved at Step One, the faculty member or the Association may submit it in writing to the faculty member's Principal within fifteen (15) working days of the discussion at Step One or within sixty (60) working days from the occurrence, whichever is later. (b) The written grievance shall contain a statement of the action(s) complained of and the resolution or relief requested. (c) Within five (5) working days of receipt of the written grievance, the Principal shall hold a meeting with the faculty member and his/her Association representative and shall render a decision in writing to the faculty member and the Association within five (5) working days of such meeting.

3. Step Three. Within ten (10) working days of receipt of the decision at Step Two, the faculty member and/or the Association may appeal such decision to the Director. The Director shall meet with the faculty member and his/her Association representative within five (5) working days of receipt of such appeal and shall render a decision in writing to the faculty member and the Association within ten (10) working days of such meeting.

4. Step Four (Arbitration). (a) A grievance that has not been resolved at Step Three may be submitted by the Association to arbitration within thirty (30) working days from receipt of the decision at Step Three. Such submission shall be to the American Arbitration Association (AAA) in the form required by the AAA. The selection of an arbitrator and the processing of the matter shall then be in accordance with the Voluntary Labor Arbitration Rules of the AAA. (b) Each party shall bear the expenses of preparing and presenting its own case. The costs, if any, of the arbitration shall be shared equally by the parties hereto. (c) If the parties mutually agree to schedule an arbitration hearing during working hours, faculty members participating in the hearing shall be treated as being on leave of absence with pay. (d) Nothing contained herein shall be construed as compelling the Association to submit a grievance to arbitration.

C. Miscellaneous:

1. A copy of any written grievance filed by a faculty member shall be given to the Association's Grievance Chairperson.

2. At every step of the grievance procedure, faculty members shall have the right to representation by the Association.

3. A class grievance may be initiated at Step 2.

4. A grievance of general character not involving the action of an immediate supervisor or a salary grievance may be initiated at Step Three. Any grievance arising from the action or failure to act of the Director and all grievances submitted in the name of the Association shall be initiated at Step Three within ninety (90) working days of the occurrence or action giving rise to the grievance.

5. (a) The time for any meeting, hearing or other proceeding at all steps of a grievance proceeding shall be fixed, within prescribed time limitations, by mutual agreement by the parties. (b) The parties may mutually agree in writing to extend any of the time limitations contained herein. (c) The failure of a

grievant to pursue further processing of a grievance within the time limits specified shall be deemed an acceptance of the School's response. **(d)** The failure of the School or its agents to transmit a Step 2 or Step 3 decision within the time limits specified shall constitute an acceptance of the grievance and an agreement to provide the resolution or remedy requested. **(e)** In the event a grievance is instituted close to the end of the school year, every effort shall be made to resolve it prior to the end of the school year.

6. Any written notice required to be given by the Association or an educational faculty member to the School or any of its agents may be given by hand by leaving it with the person in charge of the office of the person who is to receive such notice and obtaining a written receipt, or by certified mail, return receipt requested, addressed to such office. Any notice or decision to be given to the faculty member and the Association may be given by hand or by mailing it to the faculty member and the Grievance Chairperson by certified mail, return receipt requested.

7. No reprisal of any kind shall be taken against any participant in any grievance by reason of such participation.

8. The School shall cooperate with the Association's Grievance Committee in its investigation of any alleged grievance and will honor requests for information necessary for the investigation and/or processing of any grievance.

9. Faculty with less than three (3) years of service may avail themselves of the above grievance procedures up to, but not including, arbitration.

ARTICLE XX - Personnel Files

The School shall maintain only two (2) personnel files for each faculty member: a personal file and an administration file.

A. The Personal file may include, but not be limited to, the following: (1) information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or placed in the file at his/her request, e.g. performance-based assessment documents, curriculum development projects, self-study (see Article XVII-B), etc. (2) memoranda of discussions between the faculty member and the Director or his/her Principal relating to evaluations of the faculty member's professional performance; and (3) all evaluation and observation reports of the faculty member's academic and professional performance.

When material is to be included in the personal file, the Administration shall notify the faculty member involved who shall be required to initial the material prior to its inclusion in the personal file. This initialing shall not be deemed to constitute approval by the faculty member of the content of the material. A faculty member shall have the right to include in his/her personal file written comments on and/or responses to any material placed in his/her personal file. All documents placed in the personal file must be dated as to the date on which they were placed in the file and numbered sequentially at the time of their insertion. Anonymous or unsigned documents shall not be included in the personal file. Before any materials are placed in a personal file, such materials shall be discussed between the relevant faculty member and the Principal of the division in which such faculty member teaches. Material determined by the Director to be false or inaccurate shall be corrected or expunged, as appropriate. No materials are to be placed in a personal file **during vacation periods nor after the last day of spring faculty meetings.**

All faculty members shall be given a copy of all documents placed in the personal file at the time of their insertion and shall be informed of the location of the personal files. These files shall be located in secured cabinets in the offices of each Principal's assistant. The file shall be made available for examination to the individual faculty member and to his/her designee, at his/her request. Otherwise, only individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion, tenure, or disciplinary action shall have access to this file.

B. The Administration file shall be maintained by the School and shall contain only those materials requested by the Administration or supplied by the faculty member in connection with the faculty member's original employment, employment records generated by the School, and forms completed by the faculty member

for participation in benefit programs (insurance, pension, tuition waiver, leave requests, etc.). The Administration file shall be available only to the School's administrators and to the individual faculty member and his/her designee.

ARTICLE XXI - Duration of the Contract

A. This Agreement shall become effective for the period of September 1, 2009 through August 31, 2010. It is understood that there are areas which are appropriate to this document which are not included at this time, and that all the procedures outlined are subject to review and revision. This Agreement shall be automatically renewed from year to year unless either party hereto gives notice to the other party not later than the April 1st prior to the termination date, if there is a desire to amend or terminate this Agreement. Either party may request amendment of this Agreement by notifying the other party in writing. If there is mutual consent by both parties to an amendment or change, the amendment or change shall be considered incorporated. This Contract shall supersede any and all other Contracts or Agreements made by the School with any member covered therein.

B. Negotiations between the School and the Association shall commence on or about September 30th. The Association shall make every effort to communicate its position on economic issues to the School by mid-October so that the Board will have that information prior to its budget meeting.

C. The Association shall provide copies of the contract to the School within thirty (30) business days of the ratification date. The Association shall distribute copies of the contract to Faculty already in the School's employ.

ARTICLE XXII - Management Rights Clause

Management reserves the right to operate the School limited only by the provisions contained herein.

ARTICLE XXIII - Conformity to Law

Nothing contained, herein, shall be contrary to law or appropriate New York State Education Rules and Regulations.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the 1st of September, 2009

UNITED FEDERATION OF TEACHERS, LITTLE RED SCHOOL HOUSE AND ELISABETH IRWIN HIGH SCHOOL STAFF ASSOCIATION CHAPTER, UFT, NYSUT, AFT, AFL-CIO

LITTLE RED SCHOOL HOUSE AND ELISABETH IRWIN HIGH SCHOOL, INC.

Michael Mulgrew, UFT President

Phil Kassen, Director

Robert Astrowsky, Assistant Secretary

Michel de Konkoly Thege,
Director of Finance and Operations

Michelle Boehm, Chapter Leader

Thomas Murphy, Associate Chapter Leader

Michael Patrick, Board Chair

Gina Goldmann, Secretary

Ana Fox Chaney, Treasurer

Step	Base	Masters	PhD
1	42,436	43,730	44,808
2	45,039	46,333	47,411
3	48,672	49,966	51,043
4	50,383	51,677	52,755
5	51,550	52,844	53,922
6	52,896	54,189	55,267
7	54,279	55,573	56,651
8	55,066	56,360	57,438
9	55,945	57,239	58,317
10	57,108	58,402	59,480
11	58,410	59,703	60,781
12	60,014	61,308	62,386
13	61,301	62,594	63,672
14	62,685	63,978	65,057
15	64,289	65,582	66,660
16	65,686	66,980	68,058
17	66,762	68,056	69,134
18	67,938	69,232	70,310
19	69,774	71,068	72,146
20	71,540	72,834	73,912
20+	79,086	80,380	81,457

Associate salaries: 1st year - \$32,684; 2nd year - \$34,651; 3rd year - \$38,807; 4th year – \$40,962

•Recognition of Service Awards (see Article VII, Sec. 4)

\$1,000 paid in years 6 through 10.

\$2,000 paid in years 11 through 15

\$3,000 paid in years 16+

~~_____ The above goes into effect as of September 2001. The above rates effective September 2008. As of September 2008, all Faculty who are eligible shall receive the changed awards.~~

•Longevity Awards (see Article VII, Sec. 5) for those having been on Step 20 for more than 2 years.

As of September 2001, this is increased to \$1000 every year plus already allocated stipends. Longevity Increases accrued in previous years shall be continued.

APPENDIX B

Coaching Stipends

MIDDLE SCHOOL

Fall Season

Intra-mural soccer

Head	\$ 1,500 (less than 20 students); \$ 2,000 (20 or more students)
Assistant	750

Soccer

Head	\$1,500
Assistant	750

Volleyball

Head	\$1,500
Assistant	750

Cross Country

Head	\$1,500
Assistant	750

Winter Season

<i>Intra-mural basketball (4 coaches)</i>	\$ 1,125
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Basketball

7th grade girls

Head	\$1,500
Assistant	750

7th grade boys

Head	\$ 1,500
Assistant	750

8th grade girls

Head	\$1,500
Assistant	750

8th grade boys

Head	\$1,500
Assistant	750

Spring Season

Intra-mural softball

Head	\$ 1,500 (less than 20 students) \$ 2,000 (20 ore more students)
Assistant	750

Softball

Head	\$1,500
Assistant	750

<u>HIGH SCHOOL</u>	<u>STIPEND</u>
<u>Fall Season</u>	
<i>Step- Head</i>	\$1,500
<i>Soccer</i>	
Head	\$ 2,000
Assistant	1,000
<i>Volleyball</i>	
Head	\$ 2,000
Assistant	1,000
<i>Cross Country</i>	
Head	\$ 2,000
Assistant	1,000
<u>Winter Season</u>	
<i>Basketball – Girls</i>	
Head	\$ 3,000
1 st Assistant	1,500
2 nd Assistant	1,000
<i>Basketball – Boys</i>	
Head	\$ 3,000
1 st Assistant	1,500
2 nd Assistant	1,000
<u>Spring Season</u>	
<i>Golf</i>	
Head	\$ 2,000
Assistant	1,000
<i>Tennis</i>	
Head	\$ 2,000
Assistant	1,000
<i>Softball – Girls</i>	
Head	\$ 2,000
Assistant	1,000
<i>Baseball</i>	
Head	\$ 2,000
Assistant	1,000
<i>Track – Boys</i>	
Head	\$ 2,000
Assistant	1,000
<i>Track – Girls</i>	
Head	\$ 2,000
Assistant	1,000
Coverage for absent coach, \$50/game	

SCHEDULE OF OBSERVATIONS

For ALL non-tenured teachers:

- Faculty and Administrators informed of the names of non-tenured faculty subject to review for re-appointment and/or tenure by the end of the second week of November.

For ALL first and second year teachers:

ONE observation each before the end of the first week in December by Principal or Assistant Principal of appropriate division.

For ALL first and second year teachers who may not be invited back:

- Teacher informed of possible non-renewal by December 1, if possible.
- Reasons for possible non-renewal in writing by December 15.
- Staff Association informed by Principal of appropriate division about general areas of concern by December 15.
- FOUR observations before the end of the first week in February, one each by Director, Principal of appropriate division and 2 peer observers, one selected by the teachers and one by the Staff Association.
- Committee meets prior to February 15.
- Teacher informed of renewal or non-renewal by February 15.

For third year teachers:

- ONE observation each before the end of the first week in December by Director, Principal of appropriate division, and 2 peer observers, one chosen by the teacher and one by the Staff Association.
- If necessary, reasons for possible non-renewal given by end of classes in December.
- If necessary, ONE observation each before the end of the first week in February by Director, Principal of appropriate division, and two peer observers, one chosen by the teacher and one by the Staff Association.
- PERSONNEL COMMITTEE meets prior to February 15.
- Teacher informed of renewal or non-renewal by the end of February.

For fourth year teachers:

- Informal observations by Director, Principal and/or Assistant Principal of appropriate division.
- ONE peer observation by February 1
- ONE peer observation by June 1.

For fifth year teachers:

- ONE observation each before the end of the first week in December by Director, Principal of appropriate division, and 3 peer observers, 1 selected by the teacher and two by the Staff Association.
- If necessary, reasons for possible non-renewal given by end of classes in December.
- If necessary, ONE observation each before the end of the first week in February by Director, Principal of appropriate division, and three peer observers, one chosen by the teacher and two by the Staff Association.
- PERSONNEL COMMITTEE meets prior to February 15.
- Teacher informed of renewal or non-renewal by the end of February.

SCHEDULE OF BENEFITS

Medical

We are covered by Oxford Health Plans. There are two plans to choose from.

1. The school pays the Oxford HMO premium for the employee's coverage, and the employee has the option of enrolling their dependents.
2. You may opt for coverage under the Oxford Managed Care (Traditional Plan), if so, you will pay the cost difference between the Oxford HMO rate and the Oxford Managed Care rate for individual coverage, and if selected, the additional cost for family coverage. The School will contribute \$130/month toward the cost of the additional cost for family coverage for those who opt for family coverage.

Dental

Coverage is with Aetna/U.S. Healthcare. Employees have the option of signing up for either a DMO or a traditional plan. The school pays the employee's premium. The employee has the option of selecting coverage for a spouse or family.

Eye Care

Coverage will be through the New York State United Teachers (NYSUT) Group Benefits Vision Care Plan and will cover the cost of eye exams and prescription glasses. The school pays the employee's premium. At this time there is no provision for spouse or family coverage.

Life Insurance

All full-time employees are covered for \$25,000 insurance at no cost to them.

Pension

All employees are eligible to participate in this plan. The plan is with TIAA-CREF. For the 2009-2010 school year & beginning in the THIRD consecutive year of employment, the school will contribute 4.3% of the faculty member's salary. This will be a non-match contribution. A member may, however, contribute an additional percentage of their salary up to a maximum determined by law. New employees who have TIAA-CREF policies can transfer to the school's policy and continue their own contributions.

Pension Flexible Benefits — cafeteria plan, section 125

The school has a program that allows an employee to allocate a percentage of their salary on a tax-deferred basis. The areas this program covers are health, childcare, and dependent care.

Short and Long-term Disability Coverage

Short-term disability pays \$170 week for a period of six months.

Long-term disability pays 60% of your monthly wage base, not to exceed \$5,000 per month, including benefits from other sources (i.e. Social Security).

LREI Faculty Calendar 2009-2010

New Faculty Meeting.....	Monday, August 31
Opening Faculty Meetings.....	Tuesday & Wednesday, September 1 & 2
First Day of School.....	Wednesday, September 9
Yom Kippur – <i>School closed</i>	Monday, September 28
Columbus Day– <i>School closed</i>	Monday, October 12
LS/MS Parent-Teacher Conferences..... <i>LS/MS closed (High School Open)</i>	Friday, November 6
LS/MS/HS Parent-Advisor Conferences – <i>School closed</i>	Friday, November 13
Thanksgiving– <i>School closes at 12:00</i> <i>(Fours through First Grade 11:45) Afterschool closed</i>	Wednesday, November 25 <i>School Re-opens – Monday, November 30</i>
Winter Break– <i>School closes at 12:00</i> <i>(Fours through First Grade 11:45) Afterschool closed</i>	Friday, December 18 <i>School Re-opens – Tuesday, January 5</i>
Professional Day <i>School closed</i>	Monday, January 4
Martin Luther King, Jr. Birthday– <i>School closed</i>	Monday, January 18
Presidents’ Weekend– <i>School closed</i>	Monday and Tuesday, February 15 and 16
Spring Break– <i>School closes at 12:00</i> <i>(Fours through First Grade 11:45) Afterschool closed</i>	Friday, March 19 <i>School Re-opens – Monday, April 5</i>
LS/MS Parent-Teacher Conferences..... <i>LS/MS closed</i>	Friday, April 16
HS Professional Day – <i>HS closed</i>	Friday, April 16
LS/MS Parent-Teacher Conferences..... <i>LS/MS closed (High School Open / Afterschool closed)</i>	Friday, April 23
Field Day – school closes at 1 pm.....	Friday, May 28
Memorial Day – school closed	Monday, May 31
High School Graduation – Last Day for all HS Students..... School closes at 12:00 (Fours through First Grade 11:45) <i>Regular dismissal for MS and HS</i>	Friday, June 11
Last Day of School – School closes at 12:00 (Fours through First Grade 11:45)	Tuesday, June 15
Closing Work Days & Faculty Meetings LS/MS.....	Wednesday, June 16 through Friday, June 18
Dismissal:	
Fours, Early/K and Kindergarten -	2:45 pm
First, Second, Third and Fourth Grades -	3:00 pm
Fifth, Sixth, Seventh and Eighth Grades -	3:15 pm
Ninth, Tenth, Eleventh and Twelfth Grades -	3:50 pm (Monday-Thursday), 2:50 pm (Friday)

EMERGENCY SCHOOL CLOSING: In case of emergency, heavy snow, ice, transit difficulties, etc., we follow directives issued by the Department of Education. If the public schools are closed, we are closed.