

**AMBER CHARTER SCHOOL AND UFT  
COLLECTIVE BARGAINING AGREEMENT**

September 1, 2009 – August 31, 2010

WHEREAS, Amber Charter School offers a unique educational experience worthy of support; and

WHEREAS, the parties desire to maintain a collaborative relationship beyond their collective bargaining relationship so as to provide the best opportunity for Amber Charter School to succeed in its educational mission;

NOW THEREFORE, the parties have entered into this unique Agreement in the expectation that the flexibility it provides will help Amber Charter School grow and thrive, to the benefit of the entire Amber School family.

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

**Article 1  
Recognition**

1. The School recognizes the UFT as the exclusive collective bargaining representative of teachers, guidance counselors, teacher assistants, school aides, librarians and substitute teachers who had received a reasonable assurance of continuing employment at the School (“Member Substitutes”), but excluding substitute teachers who had not received assurance of continuing employment, clerical employees, maintenance employees, managerial employees as defined in the Public Employees’ Fair Employment Act, supervisors and all other employees. Bargaining unit members are referred to herein as “Employees” or “Bargaining Unit Members.”

2. With respect to Member Substitutes, the following Articles of this Agreement shall not apply: Articles 4B, 4C, 5 (except for Article 5A3), 6, 7, 10 and 11.

**Article 2  
Personnel Manual**

The Amber Charter School Personnel Policy and Procedures Employee Manual (“Manual”) describes the general conditions and benefits applicable to Amber School employees. Bargaining Unit Members are covered by the Manual, and it is incorporated into this Agreement, to the extent its terms are not contrary to or inconsistent with this Agreement. To the extent that the Manual is inconsistent with this Agreement, this Agreement supersedes the Manual.

**Article 3**  
**Due Process**

1. Employees are entitled to be accompanied by a Union representative at any meeting with management that may result in discipline.
2. Employees who have completed the three-month probationary period shall not be disciplined except for just cause.
3. Bargaining Unit Members may lodge grievances and complaints as set forth in Section XXI of the Manual. The final determination on a Bargaining Unit Member's complaint arising under Section XXI shall be made by a committee of the School's Board of Trustees consisting of the Chairperson, the Teacher member (or their designee) and a third trustee jointly selected by them.

**Article 4**  
**Rates of Pay**

This Agreement reflects the commitment of the parties to provide competitive salaries for Bargaining Unit Members.

**A. Salary Schedules**

1. The salary schedules annexed hereto as Exhibit A shall apply to Bargaining Unit Members employed at the School on September 1, 2009 and/or thereafter.
2. Newly hired and incumbent teachers, guidance counselors, librarians, school aides and teacher assistants shall be placed by the School in the salary step of the applicable salary schedule reflecting their years of experience with the School and their years of comparable experience with previous employer(s) as further set forth below. (Step 1 reflects less than one year of experience; Step 2 reflects more than one but less than two years of such experience, etc.)
3. During the school year incumbent Employees shall advance one step on the anniversary date of their date of employment at the School, adjusted for breaks in service and for prior credited comparable service. However, uncertified Teachers shall not be placed nor shall they advance above Step 5 regardless of their experience; and Teacher Assistants below Level 3 shall be paid at the applicable rate for their certification level (i.e., either Level 1 or Level 2).
4. Newly hired and incumbent teachers, counselors, librarians and teacher assistants shall be placed by the School in the salary lane of the applicable salary schedule reflecting their academic credentials. The degrees and college credits qualifying Employees to receive a salary differential must be in education or another job-related subject area. College credits earned by taking P-Credit (In-Service) Courses that are related to Amber's curriculum and have been pre-approved by the Head of School may

be used to qualify for salary differentials, but not as a substitute for meeting the applicable degree requirements.

5. Uncertified Teachers shall be paid ninety-six and one-half percent (96 ½ %) of the salary payable to certified Teachers at the same Step and Lane. Upon achieving New York State Teacher certification such Teachers shall be paid one-hundred percent (100%) of the salary payable to certified Teachers at the step determined in accordance with the above paragraphs covering certified Teachers, but no retroactive salary shall be owed them for their service while uncertified.

6. New Bargaining Unit Members shall not be hired at a salary exceeding the salary received by incumbent Employees with the same experience and academic credentials.

7. The School may employ a Temporary Employee for up to three months to replace an Employee on leave of absence. Such Temporary Employee shall be informed at the time of hire that he/she is being employed for the duration stated in the prior sentence. A Temporary Employee shall be eligible for the contractual pay applicable to the position minus the summer pay, and to the other terms and conditions of the Agreement, but shall not be eligible for medical insurance or for the Deferred Compensation/Retirement Plan. Temporary Employees do not accrue seniority, but should a Temporary Employee subsequently become a regular Employee, his/her seniority shall include his/her Temporary Employee service.

8. The School may employ one or more Lead Teachers. A Lead Teacher is a teacher who shall have responsibilities of a teacher; however the Lead Teacher's teaching load shall be reduced so that during this reduced time the Lead Teacher can perform additional responsibilities in accordance with the Lead Teacher job description annexed hereto as Exhibit E. In addition, Lead Teachers may be asked to work up to 7 additional hours each month outside normal work hours. Such hours must be mutually scheduled between the Teacher and the Head of School at least 30 days in advance.

Lead Teachers will receive \$10,000. per year as a salary differential in addition to the applicable salary otherwise provided in this Agreement. Such salary differential shall be included in the gross annual salary of Teachers to whom it is paid.

9. Effective September 1, 2009 each Grade Team Leader shall be paid a salary differential of \$1,500 per year in addition to the applicable salary otherwise provided in this Agreement. Such salary differential shall be included in the gross annual salary of Teachers to whom it is paid so long as they serve as a Grade Team Leader.

10. If additional funds become available during the term of this contract, the School agrees to bargain with the Union and to apply at least 70% of such additional funds to raising Amber pay rates.

## **B. Additional Compensation**

1. The parties wish to encourage the Amber School faculty to use their special skills, achievements, talents, and qualifications to design and implement projects that will

enhance the Amber School experience. In support of this goal, the parties have agreed to recognize and reward Employee accomplishments as follows, with the prior approval of the Head of School for the particular project:

- a. Conducts a professional development session to Amber staff, \$100 per 45-minute session
- b. Conducts a parent workshop, \$100 per 45-minute session
- c. Assists in conducting a professional development session or a parent workshop, \$75 per 45-minute session
- d. Any other project, approved in advance by the Head of School, that enhances the Amber School experience and is agreed to by the Union and Employer shall be paid at a rate commensurate with the rates set forth above.

2. If during 2009-2010 eighty percent (80%) of Amber students who take them score Level 3 or higher on the NYS ELA, the NYS mathematics, and on grade level or above on the Terra Nova tests, all bargaining unit members may be awarded a bonus which will be distributed in equal dollar amounts from funds available for that purpose, if any. The Employer will inform the Union of the source of such funding, upon the Union's request.

3. The bonus distribution for 2008-09 shall be as follows:

- Teachers whose students were tested, \$800.
- Other teachers, guidance counselors, librarians, \$550.
- Teacher assistants and school aides, \$300.

### **C. Pay Practices**

1. Employees shall have their annual salary, which is earned during September to June, pro-rated over twelve months to provide summer pay during July and August.

2. Employees who work less than the full academic year shall have their annual salary, including summer pay, 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.

3. Employees shall advance to a higher salary lane when they provide evidence that they have met the degree, college credits, or alternative qualifications required pursuant to this Agreement. Upon providing such evidence to the School, the Employee's pay shall be increased retroactive to the date the qualifications were met, or two months (exclusive of July and August) prior to providing such evidence, whichever is less. The School shall accept reasonable evidence of completion supplied by the Employee other than official transcripts or communications which the parties recognize may not be available within the two-month time frame.

**Article 5  
Work Schedule**

**A. Work During the School Year**

1. Normal work hours for Bargaining Unit Members will be from 8:00 a.m. to 4:00 p.m. Monday through Friday, inclusive of a one-hour lunch period, unless otherwise approved in writing by the Head of School.

2. Bargaining Unit Members may be required to attend weekly meetings with the Head of School or a designee once a week on a regular weekday to be determined by the Head of School or a designee before the beginning of each school year and announced at the start of the school year. Weekly meetings shall begin at 3:15 p.m. and end no later than 4:15 p.m.

3. All Teachers, including Member Substitutes, shall be scheduled for one forty-five minute preparation period per day to prepare instructional materials. If a TA covers the class of an absent teacher, the TA shall be scheduled for the preparation period.

Effective September 1, 2009, first and second grade Teacher Assistants who work with children from 3:10 p.m. until 3:45 p.m. on extended days shall be scheduled for two 15-minute preparation periods per week. The duration of the TA preparation periods may be increased by the Head of School if doing so will improve the TA's ability to contribute to the education of Amber children.

4. Teachers and Teacher Assistants shall work with children in accordance with the following:

Title	Monday, Wednesday, Friday	Tuesday and Thursday
Teachers except Kindergarten Teachers	8:20 a.m. to 3:10 p.m.	8:20 a.m. to 3:45 p.m.
Kindergarten Teachers and Teacher Assistants except those assigned to first and second grades	8:00 a.m. to 3:10 p.m.	8:00 a.m. to 3:10 p.m.
First and second grade Teacher Assistants	8:00 a.m. to 3:10 p.m.	8:00 a.m. to 3:45 p.m.

All reasonable efforts will be made to maximize classroom hours during these hours. Employees who have been approved to work with kindergarten children after 3:10 p.m., or with other children after 3:10 p.m. on Mondays, Wednesdays and Fridays and

after 3:45 p.m. on Tuesdays and Thursdays, shall be additionally compensated at their regular hourly rate, whether they are working “extended day” or in an after school program or are designated by the School as custodial caregivers. The School has the discretion to utilize the extended day periods for professional development instead of for classroom time.

5. Employees who lose time from their scheduled preparation period or break time because they are directed by the School to cover a class, tutor a student, or perform other school work, shall be additionally compensated for such extra time at their regular hourly rate within the next pay period; provided, however, that Employees may elect in writing within two (2) days of the occurrence, to be compensated in time in lieu of pay, and if they so elect they shall receive time off on a date and time mutually arranged with the Head of School at the time of their election and stated in the written request.

6. The School recognizes that Teachers 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 existing scheduled time should be minimized and, where necessary, should be made with reasonable advance notice, so as not to interfere with the regular school day schedule.

7. A supervisor’s request to meet with a Teacher to discuss performance issues should be scheduled at the mutual convenience of the Teacher and supervisor (and where disciplinary action may be taken, a Union representative if requested by the Teacher) except in an emergency involving health or safety issues, when immediate intervention may be required. However, nothing in this agreement shall prevent a supervisor from observing and counseling Teachers about their performance in accordance with Amber’s established procedures as set forth in the Personnel Manual Section XX, “Performance Evaluation and Discipline Policy”.

On half days when students are dismissed early Teacher and TA preparation periods shall not be lost, but they shall be rotated alternately between Teachers and TAs scheduled for morning preparations and those scheduled for afternoon preparations.

If the weekly scheduled UFT preparation period falls on a half-day or holiday it shall be rescheduled to the preceding or following school day.

## **B. Summer Institute**

1. Employees will be in attendance up to ten (10) work days, each seven (7) hours long, following the last day of school (herein referred to as the “Summer Institute”). The scheduling of such Summer Institute days shall be agreed upon between the Head of School and the UFT Chapter Leader as early in the school year as practicable. The Summer Institute will be used by the School to provide Employees with job-related professional training, as well as to prepare for the following school year.

2. Employees will receive additional compensation for participation in the Summer

Institute at their hourly salary rate in effect on the last day of school in June.

**Article 6**  
**Class Assignments**

Teachers and Teacher Assistants may request in writing, no later than May 15<sup>th</sup> of each year, a particular class assignment for the following school year. The School shall make a good faith effort to accommodate the requests, provided the Employee is qualified for the requested position and the assignment is consistent with the School's requirements.

**Article 7**  
**Maintenance of Benefits**

1. During the term of this Agreement the School shall provide and maintain a choice of group health insurance benefits substantially the same as those in effect on the date of ratification of this Agreement. The Union will be advised of any proposed material changes in Employee benefits or costs and it will have the right to negotiate regarding the proposed changes.
2. The School will continue in effect all terms and benefits provided on the date of ratification of this Agreement unless they are changed as provided in this Agreement.
3. The School's contribution to the Amber Charter School Defined Contribution Retirement Plan for eligible Employees (TIAA/CREF) shall be at the rate of three (3) percent of Employee's Compensation (as defined in said Plan). Eligibility for School contributions shall be determined pursuant to the terms and conditions of the Plan.
4. Employees may make voluntary contributions on a pre-tax basis through payroll deduction to the Amber Charter School Tax Deferred Annuity deferred compensation account in accordance with applicable Federal guidelines up to the maximum amount as determined each year by the IRS.

**Article 8**  
**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 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.

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. In lieu of Union membership hereunder an Employee may become and remain 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.
6. The School shall provide suitable space for a bulletin board for the posting of official Union notices and information.
7. Chapter meetings may be held on School premises at and for reasonable times during non-working hours.
8. There shall be monthly consultations between the Chapter committee and the Head of School.

### **Article 9**

#### **Payroll Deduction of Union Dues**

1. An Employee who desires to become a member of the Union or an agency fee payer may execute a written authorization in the form annexed hereto as Exhibit B. Upon receipt of such authorization from an Employee the School will, pursuant to such authorization, deduct from the wages due the Employee in each pay period the regular dues fixed by the Union.
2. The School shall cease making such “check-off” deductions upon: (a) termination of employment, (b) transfer to a title outside the bargaining unit, (c) layoff from work, (d) an agreed unpaid leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.
3. Notwithstanding the foregoing, upon the return of an Employee to work from any of the above-mentioned absences, the School will immediately resume making such deductions as set forth above, except that deductions for terminated Employees shall require a new dues authorization form. The School shall not make dues deductions of any kind from any Employee who, during any dues period involved, shall have failed to receive sufficient salary to equal the dues deduction.
4. By the twentieth (20<sup>th</sup>) of each month, the School shall remit to the Union all deductions for dues made from the salary of Employees for the preceding month, together with a list of all Employees and the amount of dues deducted from each Employee’s earnings. The School shall also identify any Employee or former Employee for whom dues are not deducted and transmitted as provided herein, and the reason for failure to deduct and transmit.
5. It is specifically agreed that the School assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the School harmless from any claims, actions or proceedings by an Employee arising from deductions made by the School hereunder. Once the funds are



remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **Article 10**

### **Reduction in Force and Recall**

1. In the event of reduction in force during the school year, the order of layoff(s) shall be determined according to Employees' relative qualifications, which would be measured exclusively in terms of the following criteria: (i) certification status; (ii) review/evaluation scores in the previous 3 years; and (iii) number of years at Amber. Each criterion will be assigned a specific point value in accordance with the point system described in Exhibit D. The UFT Chapter Leader shall be notified in writing of the intended layoff(s) and upon his or her request the parties shall meet to discuss the layoff(s); however, the School shall have the sole discretion to make the ultimate determination regarding the layoff(s).

2. Employee(s) who were laid off due to a Reduction shall generally be recalled to vacancies in their title as vacancies occur and in reverse order of their layoff, provided such vacancies open up within 24 months of the date of the layoff (herein called the "Recall Period"). The UFT Chapter Leader shall be notified in writing of the intended order of any recall.

3. If the UFT Chapter Leader disagrees with the order or manner of layoff(s) or recall(s), as the case may be, the UFT Chapter Leader may file, within 48 hours of receipt of notice, a written complaint under Section 3(3) of this Agreement and Section XXII of the Manual. In such a case, the final determination regarding the order and manner of the layoff(s) or recall(s) shall be made in the manner provided for in Section 3(3); however, any such determination shall be made no later than 7 days after the complaint had been filed.

4. Notwithstanding any provision in this Agreement, no layoffs shall be made by the School during the month of June.

## **Article 11**

### **Work Made for Hire**

1. The School's Work Made for Hire (Employees) statement shall be revised in accordance with Exhibit C which is attached hereto and made a part hereof.

2. All materials written, prepared or developed by Bargaining Unit Members in connection with their work at Amber Charter School are the personal property of the individual bargaining unit members unless specifically agreed otherwise in writing. In the event that the School desires to involve Bargaining Unit Members in a project where the School intends to copyright the work produced, it shall so inform the Union in advance of the project's inception, and shall use the agreed-on Work Made for Hire

(Employees) document attached as Exhibit C, substituting the name of the particular project for the “Amber Scope and Sequence Curriculum.”

**Article 12**  
**No Strike – No Lockout**

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

**Article 13**  
**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 14**  
**Amendment**

This Agreement may be amended only by written agreement signed by the parties.

**Article 15**  
**Duration**

This Agreement, except as otherwise stated, shall be effective from September 1, 2009 to August 31, 2010.

**Article 16**  
**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 therefor, shall not become effective until the appropriate legislative body has given approval.

For Amber Charter School

For United Federation of Teachers

\_\_\_\_\_  
Luis A. Miranda Jr.  
Chairman

\_\_\_\_\_  
Michael Mulgrew  
President

Date 9/21/09

Date: 10/1/09

**EXHIBIT A  
Rates of Pay**

**Salaries of Certified Teachers, Counselors and Librarians  
Effective September 1, 2009**

<b>Years of Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$46,012	\$51,966	\$54,483	\$57,921
2	\$48,919	\$54,873	\$57,390	\$60,828
3	\$49,323	\$55,277	\$57,794	\$61,232
4	\$50,039	\$55,993	\$58,510	\$61,948
5	\$50,655	\$56,609	\$59,126	\$62,564
6	\$52,801	\$58,755	\$61,272	\$64,710
7	\$56,308	\$62,262	\$64,779	\$68,217
8	\$63,749	\$69,703	\$72,220	\$75,658
9	\$65,155	\$71,109	\$73,626	\$77,064

**Salaries of Certified Teachers, Counselors and Librarians  
Effective March 1, 2010**

<b>Years of Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$46,467	\$52,480	\$55,022	\$58,494
2	\$49,404	\$55,417	\$57,959	\$61,431
3	\$49,812	\$55,825	\$58,367	\$61,839
4	\$50,535	\$56,548	\$59,090	\$62,562
5	\$51,156	\$57,169	\$59,711	\$63,183
6	\$53,324	\$59,337	\$61,879	\$65,351
7	\$56,865	\$62,878	\$65,420	\$68,892
8	\$64,380	\$70,393	\$72,935	\$76,407
9	\$65,800	\$71,813	\$74,355	\$77,827

**Salaries of Pre-Professional Teacher Assistants**

	<b>Sept. 1, 2009</b>	<b>Mar. 1, 2010</b>
Minimum	\$23,695	\$23,929
45 Credits	\$26,606	\$26,870
AA or BA first year	\$26,606	\$26,870
AA + 1 year TA experience	\$30,428	\$30,730
BA+ 1 year TA experience	\$34,885	\$35,231
5 year Longevity	\$ 505	\$510
15 year Longevity	\$1,602	\$1,618

### **Salaries of Level 1 and Level 2 Teacher Assistants**

<b>Effective Date</b>	<b>Level 1</b>	<b>Level 2</b>
September 1, 2009	\$24,164	\$24,603
March 1, 2010	\$24,404	\$24,846

### **Salaries of School Aides**

<b>Effective Date</b>	<b>Amount</b>
September 1, 2009	\$19,490
March 1, 2010	\$19,683

### **Member Substitutes Pay Rates**

<b>Effective Date</b>	<b>Rate Per Hour</b>
September 1, 2009	\$19.82
March 1, 2010	\$20.01

**EXHIBIT B**  
**Payroll Deduction Authorization**

**United Federation of Teachers**

Local 2, AFT, AFL-CIO  
52 Broadway  
New York, NY 10004  
(212) 777-7500

Pursuant to applicable law, I assign to the United Federation of Teachers (UFT) from my compensation as an employee of The Amber Charter School (hereinafter called "my employer") eighty-five hundredths of one percent (.0085) of my gross pay or such different amount as UFT fixes as its regular dues, and direct my employer to withhold this sum from the compensation due me each pay period and remit it to the UFT.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date or up to the termination date of the current Collective Bargaining Agreement between my employer and the UFT, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the 30 day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the UFT which must be delivered within such 30-day period.

The assignment and authorization are effective at once.

Name (Print) \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address (Print) \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**EXHIBIT C**  
**Work Made for Hire (Employees)**

a. All materials intended to be included in the Amber Scope and Sequence Curriculum written, prepared or developed by me in connection with my work for Amber Charter School (“Amber”) or as a result of my services to Amber, whether prior to or following the date hereof, including without limitation all educational materials and/or curriculum work (including curriculum units) except my personal lesson plans and notes shall be or has been prepared within the scope of my employment and shall be deemed a “work made for hire” for Amber within the meaning of the copyright laws of the United States or any similar law or statute of any other jurisdiction. Accordingly, Amber shall be the sole and exclusive owner for all purposes of such materials and further shall have the exclusive right to register copyright in all such materials in its name as owner and author.

b. I agree to assist Amber, or its designee, at its expense, in every way to secure Amber’s or its designee’s, rights in any copyrights or other intellectual property rights developed by me in connection with my work for Amber described in the preceding paragraph. If Amber or its designee is unable for any reason to secure my signature to apply for or to pursue any application for any United States or foreign copyright or other registrations covered by this agreement, then I hereby irrevocably designate and appoint Amber and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute and file any such applications. Additionally, to the extent that any materials described in the preceding paragraph are ever determined by the laws of any jurisdiction not to be a “work made for hire,” vesting exclusive ownership of all aspects of copyright in Amber, I shall irrevocably and exclusively assign to Amber all right, title and interest thereto, including but not limited to all copyright and associated rights.

c. I will not disclose any of the materials described in paragraph a to any third party without the prior written consent of Amber.

In consideration of compensation received by me for participating in the development of the Scope and Sequence Curriculum by Amber Charter School, I hereby agree to the terms set forth above in paragraphs a, b and c.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**EXHIBIT D**  
**Computation of Layoff and Recall Factors**

Component	Amount Credited (+) Or Deducted (-)
<b>Certification (NYSED)</b>	
Certified	+10
Uncertified	-10
<b>Overall Annual Performance Rating During the Last Three Years (or from date of hire, if hired more recently)</b>	
Rated "E"	+4 for each E rating (possible max of +12)
Rated "S+"	+3 for each S+ rating (possible max of +9)
Rated "S"	+2 for each S rating (possible max of +6)
Rated "S-"	-3 for each S- rating (possible max of -9)
<b>Amber Years of Service (rounded to the nearest tenth)</b>	
	+1 points for each year

**Example:** The overall points accrued by an Amber teacher hired in September 2004 and who has received the following Annual Ratings:

For the 2004-2005 school year: S  
 For the 2005-2006 school year: S-  
 For the 2006-2007 school year: S+

Would be calculated, for purposes of Layoff/Recall as of September 2007, in the following way:

	Certified teacher	Uncertified teacher
<b>Certification:</b>	+10	-10
<b>Ratings:</b>	+2 (+2-3+3)	+2 (+2-3+3)
<b>Years of Service:</b>	+3	+3
<b>Total:</b>	<b>15</b>	<b>-5</b>

In determining the order of layoffs, the employee with fewer points based on the factors above would be laid off before an employee with more points. In the event of recall, the reverse would apply: Employees with the most points would be recalled to vacancies before those with fewer points. The order of layoff and recall would be objectively determined and each employee would be able to determine where they stood in the event of a layoff.

**EXHIBIT E**  
**Lead Teacher Job Description**

**Minimum Qualifications**

Education: Bachelor's Degree, Masters Degree in Education required

Certification and License: NYS Certification and/or NYC License

Knowledge, Skills, Experience:

- Knowledge of student academic growth and development
- Extensive knowledge of standards, assessments and curriculum
- Knowledge of change management theory and practice, learning styles, team building, and group dynamics
- Record of outstanding classroom teaching ability
- Record of creating model classroom learning environments
- Record of working successfully with at-risk students
- Proven ability to use data to inform instruction
- Proven ability to plan and implement lessons based on school curricula
- Ability to manage multiple projects effectively
- Ability to establish and maintain effective working relationships with children, parents, staff and administration
- Expertise in NYS ELA and Math core curriculum and testing
- Good communication skills
- Excellent record of attendance and punctuality
- Five years full-time successful teaching experience

**Duties and Responsibilities**

Meet the duties and responsibilities of a teacher, and in addition:

- Model instructional strategies for teachers
- Conduct demonstration lessons, observe teachers, co-teach lessons, prepare materials
- Lead and/or participate in study groups
- Assist teachers in assessing students
- Assist teachers to develop and support the implementation of classroom curricula
- Provide guidance, support and suggestions to the classroom staff in the effort to meet performance standards
- Assist teachers in building and meeting their individual professional development plans
- Participate in personal training and development activities to remain current with best practices in teaching and teacher training
- Collaborate with all school personnel as appropriate
- Perform appropriate professional duties as assigned