AGREEMENT

between the

GREAT NECK BOARD OF EDUCATION

and the

GREAT NECK ADULT EDUCATION

ASSOCIATION CHAPTER

of the

GREAT NECK TEACHERS ASSOCIATION

JULY 1, 2024 – JUNE 30, 2029

Great Neck Public Schools

Where Discovery Leads to Greatness

Table of Contents

Preamble 1
Article 1: Recognition 1
Article 2: Amendments 1
Article 3: Association Rights 2
Article 4: Board-Administration-Association Relationships and Procedures 3
Article 5: Conferences: Administrator-Teachers 4
Article 6: Federal-State Supported Programs 4
Article 7: Inservice Institute 4
Article 8: Legal Assistance 4
Article 9: Additional Teaching Opportunities 5
Article 10: Budgetary Allotments 5
Article 11: Retirement Eligibility 5
Article 12: Charges of Unprofessional Conduct 5
Article 13: Leaves 6
Article 14: Leave of Absence 7
Article 15: Personnel Files 8
Article 16: Unscheduled School Closing 8
Article 17: Professional Development 8
Article 18: Grievance Procedures 9
Article 19: Group Health Insurance 10
Article 20: Salary 11
Article 21: Salary Conditions 12
Article 22: Preparation Time 12
Article 23: Reduction in Funding 12
Article 24: Enrollment in Courses 12
Article 25: Status of Agreement 12
Article 26: Conformity to Law 13
Article 27: Submission of Proposals 13
Article 28: Compensation for Financial Loss 13
Article 29: Duration of Agreement 13
Article 30: Taylor Law 14
Appendix A – Payroll Deduction Authorization 15
Appendix B – Salary Schedule 16

Preamble

WHEREAS, Article 14 of the Civil Service Law of the State of New York authorizes employees and public employers to conduct collective negotiations regarding salaries, wages, hours and other terms and conditions of employment, and the administration of grievances arising there under and

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, the Board and the Association agree as follows:

Article 1: Recognition

The Board recognizes the Great Neck Adult Education Association of the GNTA as the exclusive negotiating agent for all personnel in the unit with respect to determination of salary, related benefits and other terms and conditions of employment including the administration of grievances relating thereto. The unit shall consist of all teachers employed by the Great Neck Adult Basic Education Program which is comprised of Adult Basic Education ("ABE"), English as a Second Language ("ESL"), General Educational Development ("GED"), Life Management, and Guidance except those teaching fewer than six sessions per year, and those holding administrative or supervisory positions.

Such recognition shall be subject to the provisions of Article 14 of the New York State Civil Service Law and the rules and procedures of the New York State Public Employment Relations Board.

Article 2: Amendments

This Agreement shall constitute the full and complete commitments between the Board and the Association unless amended through the voluntary mutual consent of the parties in a written and signed amendment.

Article 3: Association Rights

A. Access to Board Information

The Board agrees to furnish the Association upon reasonable request such information as Association representatives deem helpful in assisting the Association in developing accurate, informed and constructive proposals. This information will include, but shall not necessarily be limited to, the preliminary working budget and the Board's proposed budget to the community.

B. Physical Facilities

1. It is agreed that the Association may have access to teachers' mailboxes and bulletin board spaces where available.

2. It is agreed that the Administrator of Adult Basic Education Program shall send to the Association at the beginning of each school semester a list of faculty scheduled to teach during that semester.

C. Dues Deduction

1. The Board agrees to deduct from salaries of teachers, the dues for the Association and its State and National affiliates as said teachers individually and voluntarily authorize such deduction, provided that a newly employed teacher submits their application within 60 days of the effective date of their employment. The Board also agrees to transmit to the Association the monies so deducted. Teachers' authorization shall be in writing in the form set forth in Appendix A.

2. Teaching faculty members who elect to pay dues by payroll deduction shall not have a payroll deduction for dues in excess of $15 per paycheck.

3. Each September, the Association will notify the school district of the amount of dues to be deducted.

4. Authorization for dues deduction shall be effective until June 30 of each year, and automatically renewable for subsequent annual periods unless written notice of withdrawal or authorization is submitted to the Board, or unless employment with the Great Neck Public Schools is terminated. Copies of such notices and notifications of terminations shall be submitted to the Association by the Business Office within 15 days of receipt.

Article 4: Board-Administration-Association Relationships and Procedures

A. The parties recognize that the Board of Education is the policy-making evaluative body charged with the responsibility of interpreting the educational needs and desires of the people of Great Neck and of translating them into policies and programs. Except as lawfully provided by this agreement, there are reserved exclusively to the Board all responsibilities, rights and authority vested in it by the laws and Constitution of the State of New York and of the United States.

B. In negotiations with the Superintendent and/or designated representative(s) the Association will be represented by its Negotiation Team. At other times the Association will designate its representatives.

C. Meetings of the Superintendent and/or designated representative(s) will be held upon the written request of either of the parties. Nothing herein contained shall be construed as preventing either party from being represented by people of its own choice. Requests for meetings should contain specific statements of matters to be discussed. Requests from the Board or from the Association will be directed to the Superintendent, or their designee, and through him to the other party. A meeting at a mutually convenient time and place will be held within ten school days of the request or as soon thereafter as possible. All such meetings shall be in executive session.

D. Facts, opinions, proposals, and counterproposals will be exchanged freely at these meetings in an effort to reconcile differences and to reach mutual understanding and agreement.

E. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, deliberate upon them, offer counterproposals and reach mutually acceptable compromises in the course of negotiations.

F. Negotiated agreements between the Board and the Association shall be written as part of this agreement which shall be published by the District, within a reasonable time after the reaching of agreement, for distribution to all members of the teaching faculty by the Association and by such other persons as may be authorized by the Board of Education or their respective representatives to have a copy.

G. In the event negotiations between the District and the Association result in an impasse, the District or the Association may request the New York State Public Employment Relations Board to render assistance as provided in the Civil Service Law (Article 14 Section 209).

Article 5: Conferences: Administrator-Teachers

A teacher seeking a conference with an administrator or an administrator seeking a conference with a teacher will indicate in advance the subject to be discussed, unless such action is clearly inadvisable in the judgment of the person initiating the request. Nothing herein shall be construed as precluding a unit member from being accompanied by a union representative to an investigative conference pertaining to potential discipline of that unit member.

Article 6: Federal-State Supported Programs

Proposals for Federal or State funding of educational programs which may affect terms and conditions of employment for members of the bargaining unit will be available for inspection by a person authorized by the Association, upon request to the appropriate office, after such proposals have been prepared for submission.

Article 7: Inservice Institute

Teachers of the Adult Basic Education Program shall be eligible to participate in the District Inservice Program, to the extent space is available, after GNTA bargaining unit faculty members have been registered, on an equal basis with other eligible employees of the Great Neck District.

Article 8: Legal Assistance

The Board will cooperate with and render legal assistance to employees as provided in Sections 3023 and 3028 of the Education Law of the State of New York.

Article 9: Additional Teaching Opportunities

A. Teachers currently in the program shall be given the opportunity to be considered for additional teaching opportunities upon request. Toward this end the district agrees to post notices of anticipated vacancies in the Adult Basic Education Program.

B. Assignment of Teaching Faculty

1. Each member of the teaching faculty will, insofar as possible, be notified no later than two weeks prior to the start of the semester of their probable assignment for the following semester.

2. In the event of cancellation of teaching opportunities after notification, the teacher shall be promptly informed and will be considered, upon written request, for other opportunities the teacher may be qualified to accept and is willing to teach.

3. All excessed bargaining unit members shall receive, via certified mail to their last address, notice of vacancies per their recall rights in Article 23 to which they must respond within ten working days.

Article 10: Budgetary Allotments

A. The teachers will be consulted for recommendations for instructional materials and supplies.

B. The availability of supplies and instructional materials for teachers will be made known to faculty members by the building and program supervisor.

C. The faculty shall be entitled to obtain such available supplies from the teacher's school or from the central office.

Article 11: Retirement Eligibility

All teachers of the Great Neck Adult Basic Education Program shall be notified of their eligibility for retirement system membership and benefits within 30 days of their employment in the program.

Article 12: Charges of Unprofessional Conduct

No teacher will be reprimanded or disciplined for misconduct or dismissed during the period of appointment, without just cause. Notwithstanding the foregoing, the District has discretion to reappoint unit members on an annual basis.

Article 13: Leaves

A. Sick Leave

1. Members of the bargaining unit shall be entitled to sick leave with pay on a prorated basis of three percent of their total hours for a year to a maximum sick leave total accumulation of 120 hours. Such sick leave hours shall be credited on the first day of each school year.
2. Sick leave may be used for illness in the unit members' immediate family (immediate family includes husband, wife, mother, father, son, daughter, or other relative living in the home).

B. Personal Leave

Unit members who work in the Adult Basic Education Program one day a week shall be entitled to receive one personal day (calendar day) per year, and unit members who work in the Adult Basic Education Program two or more days a week shall be entitled to receive two personal days (calendar days) per year, on prior (except in emergencies) application to the Superintendent, or designee, for attendance to personal affairs such as:

1. Closing title to home
2. Moving day
3. Court appearance
4. Workers' Compensation hearing
5. Appearance at Internal Revenue Bureau
6. Entering child in college
7. Attending child's graduation
8. Marriage
9. Attending wedding of family member
10. Religious ceremony involving family
11. Illness or death of close friend
12. Vehicular breakdown
13. Impassable roads
14. Failure of public transportation
15. Religious observance
16. Other such personal affairs

It is understood that personal leave shall not be granted for recreational purposes, or for the purpose of extending a weekend or a vacation period.

Unused personal leave at the end of the year shall be credited to the unit member's sick leave bank.

C. Bereavement Leave

Members of the bargaining unit shall be entitled to two days of bereavement leave to be used in the event of a death in the immediate family (husband, wife, mother, father, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or other relative living in the home).

D. Jury Duty

Teaching faculty who serve on jury duty shall receive compensation at their base hourly rate as provided by law.

Article 14: Leave of Absence

A. Unit members who work an average of 10.5 hours per week in each of the three consecutive years of service as a teacher of the Adult Basic Education Program, may upon the recommendation of the Superintendent, or their designee, and approval of the Board, be granted a leave of absence of one year without pay and without jeopardizing the right to be considered for reappointment to the same area (HSE/ESL, Life Management and Guidance) as in the year immediately prior to the leave. The leave request must be made in writing to the program supervisor by May 15th of the previous school that the leave is intended to occur. Such absence does not confer a preferred status upon the teacher over anyone other than the teacher who filled the particular vacancy during the period of leave. In order to exercise the right to return from a leave, the unit member shall notify the District of their intention to return to the position by no later than April 15th of the school year preceding the anticipated return. The Board may exercise its right to non-reappointment for any teacher who does not give such timely notification.

B. Unit members shall, upon the recommendation of the Superintendent, or their designee, and the approval of the Board, be granted a dependency leave of absence without pay when family circumstances require the employee's presence at home for an extended period of time. Such family circumstances shall include, but are not limited to the following:

1. Birth of child
2. Childcare
3. Parent care
4. Long term illness of family member (For purposes of this article, "family" shall include domestic partner.)

Dependency leave shall be requested in writing at least 30 business days prior to the start of such leave, stating the date of the anticipated termination of said leave, if possible. (In the event of an emergency, the 30-day prior request stipulation may be waived). In order to exercise the right to return from a leave, the unit member shall notify the District of their intention to return to the position no later than April 15 of the school year preceding the anticipated return. The Board may exercise its right to non-reappointment for any teacher who does not give such timely notification.

Article 15: Personnel Files

A. The teacher's official personnel file shall contain materials such as the following where pertinent:

1. Application
2. Official statement of courses taken and degrees granted
3. Certificate
4. Military discharge papers (if any) and pertinent correspondence.
5. Requests for salary change
6. Recommendations from previous employers
7. Evaluations from previous employers
8. All commendations
9. Communications relating to service with professional organizations
10. Reports of disciplinary action taken

B. A teacher may, upon request and within a reasonable time, be given the opportunity to examine their file and to insert responses to any negative criticism. Such examination may take place only in the presence of the Director of the Adult Basic Education Program or designated representative. No document relating to a unit member's job performance shall be placed in the unit member's official personnel file without prior notice to the unit member.

C. A teacher may, upon request and within a reasonable time, be given a copy of any item in their personnel file.

D. The only materials which may be entered into a disciplinary proceeding are materials from the teacher's official personnel file.

E. The teacher shall be entitled to a copy of any and all supervisor evaluations within ten days of their preparation, excluding weekends, holidays and vacation periods, and shall have the right to attach a comment to the evaluation.

Article 16: Unscheduled School Closing

Members of the bargaining unit shall be paid, up to a maximum of two days per year, in the event schools are closed on an emergency basis (inclement weather, national tragedy, etc.). In the event that schools are closed three or more days affecting a unit member's schedule, a professional development plan may be submitted for approval by the director to make up the hours, or salary will be adjusted to reflect missed sessions.

Article 17: Professional Development

Effective July 1, 2024, unit members will be required to complete professional development as required by NYSED for the allocation of Employment Preparation Education funds and will be paid their hourly rate for such time.

Article 18: Grievance Procedures

A. The "Association" and members of the unit with the approval of the Association, shall have the right to process grievances which may arise.

B. Definitions:

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this agreement.

2. "Teacher" shall mean any member of the unit represented by the Association and covered by the Agreement.

3. "Supervisor" shall mean any administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the chief executive officer.

4. "Association" shall mean the Great Neck Adult Education Association.

5. "Aggrieved Party" shall mean any person or group of people in the negotiating unit filing a grievance.

6. "Party in Interest" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

7. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

8. "Day" shall mean a day when the Adult Basic Education Program is in session.

A teacher shall initiate any grievance within 20 school days of the time the teacher is notified of or should have known of the act or decision on which the grievance is based.

Step 1. Any grievance shall be discussed in the first instance by the teacher(s) involved, and their immediate supervisor, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. A grievance submitted to the supervisor shall be answered in writing by the supervisor within seven school days from the time the grievance was received by said supervisor. The Association shall receive a copy of any such reply.

At Step 1, the aggrieved party is required to file a grievance within 15 days of the act or condition responsible for the grievance, except that an extension of time may be mutually agreed upon in cases involving unavoidable absences from duty.

Step 2. In the event that the grievance was not satisfactorily adjusted under Step 1, the teachers(s), or the Association through its Grievance Committee, may within 15 days from the date of the written answer take up such grievance with the Superintendent or their delegate, who shall have the authority to settle the issue.

A hearing will be held within ten school days of receipt of appeal. A decision by the Superintendent will be rendered within ten days after the hearing.

Step 3. If a grievance is not satisfactorily adjusted (this includes a failure to receive an answer within the specified time period), it may, as a result of said hearings, within 15 days of the written answer (or 30 days from submission of grievance, if no answer was issued), be submitted to the American Arbitration Association.

Selection of the arbitrator shall be determined in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the cost of arbitration (exclusive of attorney's fees) shall be borne equally by the District and the Association.

Decisions of the arbitrator on any grievance arising under this agreement concerning its application and interpretation shall be binding upon all parties.

The arbitrator may not add, detract or modify the provisions of this agreement. Their role is to interpret contract language as it exists to the intent that it was meant to serve.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any party involved by reason of such grievance or lawful participation therein in accordance with this procedure.

Article 19: Group Health Insurance

Unit members who are in the District's employ as of June 30, 1988, who have earned $2,200 or more during the preceding year and who may reasonably be expected to earn at least $2,200 during the current year may enroll in the New York State Group Health Insurance Program with the District contributing 50% of the premium cost for individual coverage and 35% of the cost for dependent coverage, if selected.

The District will implement a plan pursuant to I.R.C. Section 125, to provide for the employee contribution toward health insurance through the use of pre-tax dollars.

Article 20: Salary

A. The salary schedule of the Adult Basic Education program shall be constructed as follows (Appendix "B"):

1. Effective July 1, 2024, unit members hired prior to June 30, 1994 shall receive a 2.0% wage increase. Unit members hired on or after July 1, 1994 shall be paid $48.23.
2. Effective July 1, 2025, for the 2025-2026 school year, all unit members shall receive a 2.0% wage increase.
3. Effective July 1, 2026, for the 2026-2027 school year, all unit members shall receive a 2.0% wage increase.
4. Effective July 1, 2027, for the 2027-2028 school year, all unit members shall receive a 2.0% wage increase.
5. Effective July 1, 2028, for the 2028-2029 school year, all unit members shall receive a 2.0% wage increase.

B. Premium for District Employees - Unit members who are otherwise regularly employed by the District shall receive a premium of $0.50 per hour over their normal hourly rate.

C. Longevity payments to members of the bargaining unit employed in the Adult Basic Education (ABE) Program shall be as follows:

10 years of service in Great Neck ABE Program: $1.15 per hour
15 years of service in Great Neck ABE Program: $1.40 per hour
20 years of service in Great Neck ABE Program: $1.65 per hour
25 years of service in Great Neck ABE Program: $1.90 per hour
30 years of service in Great Neck ABE Program: $2.25 per hour

It is understood that these rates are not cumulative.

Effective July 1, 2024, longevity payments will commence in regular payroll periods on the subsequent July 1st (or the first day the employee reports to work, whichever is later) after completion of the requisite full years of continuous service in the Unit as indicated above.

D. Each unit member in the Adult Basic Education Program possessing a Master's Degree shall receive a stipend of $0.50 per hour.

Article 21: Salary Conditions

A. Each unit member must enroll in direct deposit to obtain compensation.

B. Each unit member directed to attend faculty meetings shall be compensated at their hourly rate of pay for each hour or part thereof. Other faculty may attend on a voluntary basis.

Article 22: Preparation Time

Effective July 1, 2024, unit members will be provided thirty (30) minutes of preparation time prior to each AM and/or PM session, as applicable. Preparation time shall occur in the building where the unit member performs their duties and shall only be used for lesson preparation or to perform duties directly related to the unit member's position.

Article 23: Reduction in Funding

A. In the event of a reduction in funding for Adult Basic Education or Life Management, reductions in staff, if necessary, will be determined by the Administration taking into consideration a unit member's individual certification or other demonstrated skills or expertise. However, should a mid-year reduction in staffing be necessary as a result of a reduction in funding, reduction in staff shall be made on the basis of length of service within the affected area.

B. In the event that a unit member who has two consecutive years of service is excessed due to a reduction in funding as described in paragraph "A" above, that member shall have recall rights for eighteen months into openings which develop in a program for which he/she is qualified.

Article 24: Enrollment in Courses

Any faculty member, during a semester when teaching in the Great Neck Adult Basic Education Program, may enroll in one course without payment of tuition, up to a limit of $75.00. This is limited to courses solely sponsored by the Great Neck School District and does not include cost of materials or other fees, if any.

Article 25: Status of Agreement

This Agreement shall supersede any Board policies and bylaws or administrative procedures and regulations which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Article 26: Conformity to Law

If any provision of the Agreement is found to be contrary to law, rulings of any tribunal of competent jurisdiction, or regulation of the Commissioner of Education, then such provision shall be deemed invalid, but all other provisions of the Agreement shall continue in full force and effect.

Negotiations concerning substitute provisions for those invalidated will be opened between the Board and the Association within 60 days after such invalidation or within the 120-day period prior to the budget submission date, whichever comes first, unless a different time is mutually agreed upon.

Article 27: Submission of Proposals

The parties agree to exchange initial proposals no later than March 15 of the year in which the Agreement is set to expire. Nothing herein shall preclude the parties from mutually agreeing to a different date for the submission of initial proposals.

Article 28: Compensation for Financial Loss

Each July 1, the Board of Education shall establish a fund of $400 to reimburse unit members in an amount of at least $20 and not to exceed $80 per occurrence for damage, destruction or theft of personal property of a kind normally worn to or brought into the school building when the unit member has not been negligent and to the extent that such loss is not covered by workers' compensation or other insurance.

The unit member shall supply to the district evidence of the value of the item destroyed, damaged or stolen and such other evidence as the district might need to process the claim for reimbursement.

Article 29: Duration of Agreement

This Agreement shall be binding and in full force effective July 1, 2024, and, except as otherwise indicated herein, extending through June 30, 2029, and shall be automatically renewable for successive one-year periods unless either the Board or Association notifies the other party in writing no later than 120 days prior to the budget submission date of its desire to reopen negotiations on one or more matters covered by the Agreement.

Article 30: Taylor Law

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

GREAT NECK UNION FREE SCHOOL DISTRICT

Grant Toch
President, Board of Education

12/11/24
Date

Kenneth R. Bossert, Ed.D.
Superintendent of Schools

11/20/24
Date

GREAT NECK ADULT EDUCATION ASSOCIATION

Nancy Sharifi
President

11/18/2024
Date

Appendix A – Payroll Deduction Authorization

GREAT NECK ADULT EDUCATION ASSOCIATION CHAPTER

of the

GREAT NECK TEACHERS ASSOCIATION

Payroll Deduction Authorization

Employee Number _____ Building _____

Last Name _____ First Name _____ Middle _____

Home Address _____ Date _____

To: Board of Education of Great Neck Union Free School District

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Great Neck Adult Education Association as my representative for the purpose of collective negotiations and hereby request and authorize you, according to agreements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below the dues as certified by the Association. In the case of termination of employment, the Board of Education shall deduct the remainder of the annual said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice. Deduct dues for unified membership in the Great Neck Adult Education Association, Inc.

Appendix B – Salary Schedule

Unit members employed in the Adult Basic Education Program during the dates specified below shall be paid in accordance with the following schedule:

Hire Date	7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26 – 6/30/27	7/1/27 – 6/30/28	7/1/28 – 6/30/29
On or before June 30, 1994	$54.71	$55.80	$56.92	$58.06	$59.22
On or after July 1, 1994	$48.23	$49.19	$50.17	$51.17	$52.19

NOTES