

AGREEMENT

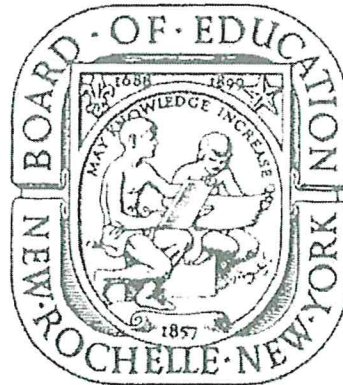
Between

THE CITY SCHOOL DISTRICT OF THE
CITY OF NEW ROCHELLE

515 North Avenue

New Rochelle, New York 10801-3416

(914) 576-4214



AND

THE NEW ROCHELLE FEDERATION
OF UNITED SCHOOL EMPLOYEES

LOCAL 280

AFT/NYSUT

2 Hamilton Avenue

New Rochelle, New York 10801

(914) 636-7999



For the Period

July 1, 2015

Through

June 30, 2018

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SECTION 1

GENERAL AGREEMENTS

This Agreement is made and entered into effective as of the 1st day of July, 2015 by and between THE CITY SCHOOL DISTRICT OF THE CITY OF NEW ROCHELLE, NEW YORK (hereinafter referred to as the "District," "Board of Education" or "Board" and the NEW ROCHELLE FEDERATION OF UNITED SCHOOL EMPLOYEES (hereinafter referred to as the "FUSE," "Union," or the "Federation").

The authorized representatives of the City School District of the City of New Rochelle and the New Rochelle Federation of United School Employees hereby agree that the terms of this collective bargaining agreement shall be in full force and effect for the period July 1, 2015 through June 30, 2018.

ARTICLE 1.01 PURPOSE OF THE PARTIES

Although the Board of Education is legally charged with enacting policies governing the operation of the school system, the parties have entered into this Agreement in the belief that the development of such policies as they relate to the terms and conditions of Pedagogic and School Related Personnel employment (Section 201.4 of the Taylor Law) can be most meaningfully brought about through collective negotiations between the District and the FUSE.

ARTICLE 1.02 RECOGNITION

The District recognizes the FUSE as the sole and exclusive representative of all Pedagogic and School Related Personnel as delineated in this Article.

:01 Definitions and Inclusions

- A. Pedagogic shall mean all personnel certified by the New York State Department of Education on tenure, probationary, interim and part-time appointments to instruct, supervise, or aid students in the regular day school or extensions thereof.
- B. School Related Personnel shall mean all classified personnel employed in the competitive, non-competitive and labor classes.

:02 Exclusions

The following positions are excluded from representation by the FUSE:

- A. Managerial and/or Confidential Positions.
 - 1) Superintendent of Schools, Assistant Superintendents of Schools, Assistants to the Superintendent.

- 2) Director of Security, Treasurer, Secretaries to the Superintendent of Schools, Secretaries to Assistant Superintendents of Schools, Auditor, Personnel Assistants in the Office of the Assistant Superintendent for Personnel, Public Information Officer, Personnel Assistant and Principal Clerk in the Office of Civil Service Personnel, Transportation Assistant, Clerk and Secretary of the Board of Education, Principal Clerk in the Office of the Clerk and Secretary of the Board of Education, Coordinator of Funded Programs, Project Manager for the Safe Schools/Healthy Students Grant, Deputy Business Manager, School Community Facilitator.
- B. Pedagogic personnel employed in the following administrative/supervisory titles: Principals, House Principals, Assistant Principals, Administrative Assistant to Elementary Principal, Directors, Assistant Directors, Coordinators, Supervisors, Administrators, and Department Chairpersons.
- C. Other Exclusions: Pedagogic Employees employed on an hourly or per diem basis; School Related Personnel employed on an hourly basis who are less than 0.50 FTE.

ARTICLE 1.03 SALARIES, WAGES AND DEDUCTIONS

:01 Schedules

The salaries, wages, differentials and stipends of employees covered by these Agreements and eligibility requirements therefor are set forth in the salary schedules which are attached to and made a part of the Agreement.

For the 2015-2018 Agreement only, and notwithstanding any existing provisions of this Agreement with respect to step increments, the following will apply with respect to step increments (the text below is *italicized* to denote the fact that this is a one-time-only arrangement):

Employees will continue to move from step to step on their respective salary schedules as has been the practice of the parties, and the across-the-board salary increase shall be applied to each salary step effective July 1 of the year in question. However, for the duration of the 2015-2018 Agreement only, "new increment steps"¹ shall be paid as follows:

¹ The pedagogical and non-pedagogical salary schedules include steps pursuant to which an employee's base salary does not change except to the extent affected by the negotiated across-the-board increase, and steps pursuant to which the employee's salary increases in addition to the negotiated across-the-board increase. For the purposes of this Memorandum of Understanding, "new increment steps" refers to those steps pursuant to which the employee's salary increases in addition to the negotiated across-the-board increase. However, "new increment steps" do not include the Year 23 longevity increment applicable to teachers and SRP staff.

1. *The first new increment step which becomes available to any employee during the 2015-2018 Agreement will be paid at 50% during the first year that the new increment step is available to the employee, but only for the duration of that school year.*
2. *In the school years following the first year in which the new increment step has been affected as described above, the increment will be paid in the full amount.*
3. *To the extent that any employee may be entitled to receive two new increment steps during the 2015-2018 Agreement, the second new increment step shall not be decreased or otherwise affected.*
4. *It is understood that the accurate implementation of the modification described above may make it unfeasible to compute increment steps for the first payrolls in July during the duration of the 2015-2018 Agreement. In such case, step increments will be paid as soon as practicable thereafter, but no later than the end of August for 12-month SRP staff, and with full retroactivity to the beginning of the school year in question.*

:02 Frequency of Pay

- A. Salaries and wages shall be paid by checks or direct deposit vouchers placed in separate envelopes prior to their distribution on a twice monthly basis. Ten-month pedagogical employees and ten-month School Related Personnel shall have the option of having either twenty (20) or twenty-four (24) payments. The employee must make the choice between June 1st and August 15th of any year and may not change that choice until the following fiscal year. Notification should be made to the Assistant Superintendent for Business and Administration or the Treasurer of the District.
- B. Except where the School District has advanced sick days to an employee in order to provide child-related leave as provided in Article 1.08:03 (B)-(D), an employee whose combined unused accrual of vacation and sick days has dropped below five (5) in any school year will no longer be eligible for direct deposit for the balance of such school year. In such cases, checks will be issued to the employee reflecting, insofar as possible, only the days actually worked during the preceding pay period, and the employee will be required to pick up and sign for the checks at the District's central administrative office. This provision will not be applied to employees during their first twelve (12) months of employment. An employee who has been ineligible for direct deposit for a period of two (2) consecutive years will receive a written warning that he/she will be moved to the hourly employee payroll schedule if the attendance problem persists. If the employee shows a pattern of sporadic absences in the third year and his/her combined accrual of vacation and sick days drops below five (5) days, then he/she will be moved to the hourly payroll schedule for one year, and

will be moved back to the regular payroll schedule at the end of the one-year period so long as his/her combined accrual of vacation and sick days exceeds five (5) days at such time.

:03 Dues Check-Off and Agency Fee

- A. The Board of Education of the City School District of New Rochelle agrees to an Agency Shop for employees covered by the New Rochelle Federation of United School Employees bargaining unit.

The Board agrees, in accordance with Section 208.3 (b) of Article XIV of the Civil Service Law of New York State, to deduct from the salary of a unit member, who is not a member of the FUSE, an Agency Fee in an amount equivalent to the dues payable by a member of the New Rochelle Federation of United School Employees. FUSE agrees to establish and maintain a procedure providing for a refund to any employee demanding the return of any part of such Agency Fee in accordance with applicable law.

- B. The District shall deduct and remit the FUSE dues to the Union on a twice monthly basis. Such dues deductions shall be made from the paychecks of employees who submit appropriate FUSE check-off authorizations.
- C. Dues and welfare fund payroll deductions (reductions) will be remitted to the FUSE within two (2) business days after each payroll.

:04 Credit Union Deductions

The District shall make voluntary deductions from the paychecks of any employee for specified amounts to be placed in accounts with the Credit Union.

:05 United Way Deductions

The District shall make voluntary deductions from the paychecks of any employee for specified amounts to be forwarded to the United Way of Westchester.

:06 Annuities

The District shall honor written requests, irrevocable for the life of the annuity contract, to reduce an employee's salary authorizing the District to contribute an amount equal to such reduction in salary to purchase for his/her benefit under Section 403(b) of the United States Internal Revenue Code, as amended, a non-forfeitable annuity contract.

:07 Hospitalization and Medical Coverage Deductions

The District shall make the required payroll deduction from the paycheck of any employee who selects an option of hospitalization and medical coverage, the cost of which exceeds that of the coverage provided through the New York State Health

Insurance Program ("NYSHIP").

:08 Refunds

Any employee who receives remuneration for jury duty or workers' compensation while receiving full salary from the District shall refund such excess payment to the District for the period covered.

:09 NYSUT-Vote/COPE

The District shall make voluntary deductions from the paychecks of any employee for specified amounts to be forwarded to Vote/COPE of NYSUT.

:10 NYSUT Benefits Program

The District shall make voluntary deductions from the paychecks of any employees for specified amounts to be forwarded to the NYSUT Benefits Program.

ARTICLE 1.04 HEALTH AND WELFARE

:01 Hospitalization and Medical Coverage

A. Domestic Partners. Effective July 1, 2011, the School District will adopt the domestic partner dependent coverage option offered through the New York State Health Insurance Plan ("NYSHIP"). In the event of a change in carrier, the School District will provide domestic partner dependent coverage on substantially the same criteria as the same is available through NYSHIP, *i.e.*: evidence of an enduring committed relationship between two life partners, and a showing of financial interdependence consistent with the committed nature of the relationship.

B. Retiree Coverage. The School District will continue to provide retiree coverage to retired employees and their spouses (and, effective July 1, 2011, domestic partners) for their respective lifetimes; *provided, however*, that such retiree spouse/domestic partner coverage shall be provided only as to the person who was the employee's spouse/domestic partner as of the time of the employee's retirement.

C. Active Employee Contributions to Hospitalization and Medical Coverage

2015-2016:

(1) Effective July 1, 2015, employees who were unit members on or before June 30, 2012 will contribute:

(a) 10% of applicable premium (individual or family) + \$360, for employees earning the salary indicated for BA Step 1 or above, and

(b) 5% of applicable premium (individual or family) + \$175, for employees earning less than the salary indicated for BA Step 1.

(2) Employees who first became unit members on or after July 1, 2012 will contribute:

(a) 15% of applicable premium (individual or family), for employees earning the salary indicated for BA Step 1 or above, and

(b) 10% of applicable premium (individual or family), for employees earning less than the salary indicated for BA Step 1.

2016-2017:

(1) Effective July 1, 2016, employees who were unit members on or before June 30, 2012 will contribute:

(a) 15% of applicable premium (individual or family), for employees earning the salary indicated for BA Step 1 or above, and

(b) 7.5% of applicable premium (individual or family), for employees earning less than the salary indicated for BA Step 1.

(2) Employees who first became unit members on or after July 1, 2012 will contribute:

(a) 15% of applicable premium (individual or family), for employees earning the salary indicated for BA Step 1 or above, and

(b) 10% of applicable premium (individual or family), for employees earning less than the salary indicated for BA Step 1.

2017-2018:

(1) Effective July 1, 2017, all unit members will contribute:

(a) 15% of applicable premium (individual or family), for employees earning the salary indicated for BA Step 1 or above, and

(b) 10% of applicable premium (individual or family), for employees earning less than the salary indicated for BA Step 1.

D. The cost to the District for any option selected by the employee shall not exceed the cost of the Empire Plan of the New York State Health Insurance Program.

E. At the employee's option, any employee may waive medical insurance coverage for any twelve-month period by completing and filing with the District appropriate forms furnished by the District. Until otherwise agreed to by the

parties, employees who waive medical coverage will receive payment as follows: for waiving family coverage, \$6,798.00 per school year, and (b) for waiving individual coverage, \$3,199.00 per school year.

Any employee who has waived medical insurance coverage for any twelve-month period may, at his or her option, elect to resume medical coverage during that twelve-month period by completing and filing with the District appropriate forms furnished by the District. Any employee who resumes such coverage may not again waive medical insurance coverage during that same twelve-month period. However, any employee who has waived medical insurance coverage may resume medical insurance coverage at any time because of severe hardship. Severe hardship shall be defined as death of a spouse, loss of a spouse's employment or loss of a spouse's medical insurance coverage.

The waiver payments will not be available to employees first commencing service as unit members on or after July 1, 2015.

- F. The District will pay 75% of the cost of individual health benefits and 50% of the cost for family health benefits for all retirees who have been employed by the School District for at least five (5) consecutive years prior to the effective date of TRS or ERS retirement.

:02 Welfare Fund

In each year the District shall contribute an additional percentage equal to the salary percent increase per employee per year, to the New Rochelle Federation of United School Employees Welfare Fund in order for it to provide for benefits such as dental care insurance, accidental death and dismemberment insurance, eyeglass insurance, life insurance and other health related benefits as the Trustees, with the consent of the District, may determine during the term of these Agreements.

Notwithstanding the above, the parties have agreed that the District's annual contribution shall be \$1,530.90 per employee until otherwise agreed.

:03 Day Care Facility

The FUSE and the District agree to establish/revive a committee to discuss possible implementation of a Day Care facility in the District for employees' children. This committee will be comprised of two (2) members selected by the FUSE and two (2) members selected by the Superintendent of Schools.

:04 "Cafeteria" Plan

The School District will provide an Internal Revenue Code Section 125 "cafeteria" plan providing salary reduction for employee portions of hospitalization and medical cost and dental premiums, dependent care expense, employee unreimbursed medical expense, and other authorized expenses.

:05 Tax-Deferred Vehicle for Unused Sick/Vacation Days

By January 1, 2006, the School District will implement a plan which provides for non-elective tax-deferred contribution of payments for unused sick leave pursuant to Article 1.08:01(4) and payments for unused vacation at retirement (including payments pursuant to Article 3.03:07(B)). The plan will provide a reasonable variety of participant choices for investment options, and will also provide for participants who wish to do so to withdraw their contributions within a reasonably short period of time not to exceed sixty (60) days. To the extent that any employee's payment entitlement exceeds the amount which may be tax-deferred, the balance will be paid directly to the employee.

:06 Employee Assistance Program

In and after the 2014-2015 school year, the parties will identify a mutually acceptable Employee Assistance Program, to which the School District will contribute up to \$50,000 in cost for the program in any school year, with the F.U.S.E. to contribute any balance.

ARTICLE 1.05 UNION MATTERS

:01 Non-Discrimination

The District and the FUSE affirm their continued support of a policy of no discrimination on account of age, race, creed, color, religion, nationality, handicapping condition, sex, marital status, political affiliation, sexual orientation or FUSE activity or membership.

:02 Union Notices and Communications

- A. At least one (1) bulletin board shall be reserved in each building or work site for the use of the FUSE to post materials of concern to the FUSE and its members. Such bulletin boards shall be placed in accessible and convenient locations.
- B. The District shall continue to allow the FUSE to use the internal mailing system for the distribution of notices and correspondence.

:03 Union-Supervisor Relations

The FUSE representatives within a building or job category shall have the right, upon request or three (3) days notice, to meet with the appropriate supervisor to consult, discuss and resolve matters concerning school policies, discipline, changes of practice, and/or implementation or interpretation of this Agreement within the building or job category. The scheduling of such meetings shall not be unreasonably denied or delayed.

:04 Negotiating Team Time

Reasonable and necessary time off shall be granted for no more than ten (10) employees at any one time who are part of the FUSE Negotiating Team, who in the course of negotiations shall need time during normal work hours to pursue or recover from such activities. Normal call-in procedures shall apply in reporting such authorized leave time. Such leave time shall be arranged with the prior approval of the Superintendent of Schools (or designee). Such leave time shall not be charged against the employee's pay or leave allowance.

:05 Union Business Days

A maximum of twenty (20) leave days shall be granted the FUSE for Union business without charge to pay or leave allowance or accumulation. The last ten (10) of these days will be granted provided the FUSE reimburses the District for the cost of substitutes. No one employee shall be granted more than five (5) such days in any single fiscal year. Any unused Union days in any one (1) year can be rolled over to the next succeeding year not to exceed a maximum of thirty (30) days per year. The President of the FUSE shall arrange such days with the Superintendent of Schools (or designee). Normal call-in procedures shall apply.

:06 Union Officer Time

- A. The District and FUSE recognize their responsibilities in maintaining these Agreements. Accordingly, the FUSE Negotiating Chairperson shall be scheduled to three (3) teaching periods and one homeroom period in non-negotiating years. In negotiating years the FUSE Negotiating Chairperson shall be scheduled to three (3) teaching periods only. In both cases this schedule shall be in the first five (5) periods of the school day.
- B. The President of the FUSE shall be scheduled to work only one (1) period or its equivalent each day with no homeroom assignment.
- C. The Executive Vice-President of the FUSE shall be scheduled to work three-fifths (3/5) of the normal work day or its equivalent.
- D. The FUSE Welfare Fund Administrator shall be scheduled to work only during the first three (3) periods or their equivalent.
- E. The FUSE Grievance Chairperson shall be scheduled to three (3) teaching periods and one (1) homeroom per day in the first five (5) periods.
- F. The Vice-President of School Related Personnel of the FUSE will have five (5) hours of release time per week pre-arranged by the Vice-President and the building Principal and/or Supervisor.
- G. Additional assignments shall be on an emergency basis only.

- H. Normal sign-out procedures shall apply and such employees shall hold themselves available for such meetings as shall be essential within the District.
- I. No officer shall receive time off for a position concurrently held with another position.
- J. Equal time off will be made available to any employee who is an officer of the Union covered by this clause.

:07 Conference Day

The first teacher working day in September will be a Superintendent's Conference Day for which no students will be scheduled.

:08 Union Leave

- A. Any FUSE member who assumes a position with the state or national unions shall be granted a leave of no more than three (3) full years without pay.
- B. Any FUSE member who assumes an office or a position on a committee with the state or national union shall be granted up to five (5) days leave with pay. No more than two (2) persons will be eligible and each person will be limited to five (5) days. The President of the FUSE shall arrange such days with the Superintendent (or designee). Normal call-in procedures shall apply.

:09 FUSE Meetings

Subject to adequate coverage in the school buildings the District will release employees from non-essential duties from 4:00 p.m. to 6:00 p.m. to attend FUSE meetings for final ratification of the Agreement and election of FUSE officers. Any additional release time for FUSE meetings is subject to the approval of the Superintendent of Schools.

:10 Copies of Agreement

The District shall provide the FUSE with a mutually-agreed number of printed copies of the Agreement (not to exceed 100) for use by FUSE officers, and the parties shall post full copies of the Agreement on the public portions of their respective Internet web sites so that all FUSE members shall have access thereto.

:11 Seniority Lists

The District will make seniority lists available for FUSE employees by April 15th of each year. For School Related Personnel, the District will furnish information to identify each employee's date, title and grade of initial hire, subsequent changes in title and grade, the numbers of implementing Board resolutions, and breaks in service.

:12 Job Vacancies; New Hires

Notices of all employment vacancies will be furnished to the FUSE at or before the time of first publication. The School District will use its best efforts to fill all classified and competitive civil service vacancies within the time required by law, or as otherwise permitted by the City of New Rochelle Civil Service Commission.

The School District will provide the FUSE with copies of Board resolutions and payroll authorization forms reflecting new hires.

ARTICLE 1.06 EMPLOYEE PROTECTION

:01 Reasons for Discipline

The reasons for the dismissal or discipline of any employee, except for layoff for budgetary reasons, shall be stated in writing and made available to the employee upon request.

:02 Right to Representation and Agenda

When an interview or circumstances indicate that disciplinary action against an employee may be instituted, the interview shall be immediately terminated by the administrator or supervisor involved and the employee shall be given at least two (2) working days' notice of any further interview, the reasons for the interview, and reminded of his/her rights of representation. This requirement shall not apply to the normal observations or evaluations of an employee. If the above procedure is violated, neither the fact of the interview or meeting nor its substance shall be filed or used in any subsequent proceeding involving said employee.

:03 No Reprisals

There shall be no reprisals of any kind taken against any employee by reason of membership or participation in the activities of the FUSE.

:04 Outside Employment

No restriction, other than that of good judgment, is placed upon the freedom of employees to use their own time for gainful employment insofar as it does not interfere with satisfactory performance.

:05 Personnel Files

Each employee shall have the right, upon request to review the contents of his/her personnel file as maintained by the Superintendent, Principal, Chairperson, Supervisor or Director, excluding letters and recommendations from previous employers and confidential college or university records. Upon reviewing the file, the employee shall

initial the contents thereof. No material which has not been initialed by the employee and of which a copy has not been given to him/her shall be added to the file. An employee refusing to initial the file contents shall not preclude such material from being included in such file.

Such initialing is for the purpose of establishing that the employee has been informed of the material and is not to be construed as agreement or disagreement with the material. The employee shall have the right to introduce into his/her file any response to the material. Material included in an employee's file other than under the conditions set forth above shall not be used adversely against him/her. An employee requesting the opportunity to review his/her file shall be informed of other files in the District that bear his/her name, so that he/she may review the file if so desired.

:06 Assistance in Assault Cases

All employees and administrators are required to report to the Superintendent any and all cases of assault suffered by an employee in connection with his/her employment. The Superintendent shall acknowledge receipt of such reports. The District agrees to provide legal counsel to defend any employee in any action arising out of an assault on the employee or any disciplinary action taken against a student or intruder by an employee. However, this duty to defend an employee is conditioned upon notification of the District by the employee within fifteen (15) work days of the commencement of this action as set forth in sections 3023 and 3028 of the Education Law. The following procedures are to be followed without exception in all instances involving alleged physical confrontations between students or intruders and employees:

- A. An initial attempt shall be made to contact the Superintendent (or designee) to advise that an incident has taken place. The Superintendent (or designee) shall thereupon immediately notify the President of the FUSE of the incident.
- B. A meeting shall then be arranged between the employee and the administrator in charge of handling the incident. Prior to any conversation between the employee and the administrator with regard to the incident, a conference call shall be arranged among the employee, the administrator and school counsel during which:
 - 1) The school counsel shall immediately inform the employee of his/her rights under law and shall provide the employee such information in a written document subsequently which shall further state the readiness of the school counsel to assist the employee by: obtaining from the police and/or the administrator relevant information concerning the accused; accompanying the employee in court appearances; and acting in other appropriate ways as liaison among employee, police and courts.
 - 2) The school counsel shall conduct a preliminary investigation of the incident.

- 3) The school counsel shall then make known the various options which are available to the employee and the District.
- C. No employee shall be questioned with regard to such an incident until after he/she has had an opportunity to speak to school counsel and/or a FUSE representative. In the event that it is not possible to contact the Superintendent (or designee) prior to the conference call with school counsel, such contact must be made as soon as possible thereafter.

ARTICLE 1.07 OFFICIAL WORK YEAR CALENDARS

:01 Pedagogic Employees

- A. The District and the FUSE agree to the scheduling of school according to the negotiated school calendar.
- B. The school year calendar shall include recess breaks of at least one (1) full calendar week at Christmas, Mid-Winter and Spring. However, the parties recognize that in some school years, the distribution of observed holidays may make it unfeasible to schedule agreed instructional (or instructional "make-up") days without foreshortening one of these periods, in which event alternative arrangements will be made in consultation with the F.U.S.E.
- C. Martin Luther King, Jr. Day shall be observed as a day off.
- D. At the start of the school year, in the elementary schools, no students will be scheduled for the first day (the Superintendent's Conference Day), and for only one-half ($\frac{1}{2}$) day on the day following. The latter half of those two (2) days will be used by the staff for teacher preparation in order to perform professional duties which directly affect the welcoming of students, such as classroom preparation, obtaining textbooks and supplies. At the conclusion of the school year, the last three (3) days shall be one-half ($\frac{1}{2}$) days for students and the remainder of those days for the completion of teachers' professional responsibilities. It is to be understood that there will be no workshops or meetings of any kind during the half days at either the beginning of the school year or at the conclusion of the school year.
- E. Snow days or emergency days requiring the closing of school will be made up if necessary to avoid losing state aid. Such make-up days shall be subject to agreement between the District and the FUSE.

:02 School Related Personnel

- A. The District and the FUSE agree to the scheduling of the work year according to the negotiated 12-month calendar for all 12-month School Related Personnel.

- B. All 12-month School Related Personnel shall receive the holidays required by law and provided by the negotiated 12-month calendar.
- C. All ten-month School Related Personnel's work year shall follow the negotiated school calendar for pedagogic employees in accordance with practice and policy within the District.
- D. Martin Luther King, Jr. Day shall be observed as a day off.

:03 2016-2017, 2017-18 and 2018-2019 Work Year Calendars

- A. Every effort will be made to complete school calendars and 12-month calendars for the **2016-2017, 2017-18 and 2018-2019** work years no later than April 1st of the preceding work year.
- B. It is anticipated that these calendars will have the traditional form and configuration of previous calendars.

ARTICLE 1.08 LEAVES OF ABSENCE

:01 Paid Leave Days

A. Allowances and Accumulations

- 1) During the first three (3) years of service, new employees shall receive ten (10) cumulative days annually for illness. During their fourth and fifth years of service, employees shall receive fifteen (15) cumulative days annually for illness.
- 2) Thereafter employees shall receive twenty (20) cumulative days annually for illness.
- 3) Each employee shall be entitled to an accumulation for the unused portion of each year's leave to a maximum of a full school year at full salary. During any school year, accumulation may rise an additional twenty (20) days to two hundred (200) days except that on the last day of any school year the accumulation will be reduced to one hundred eighty (180) days.
- 4) The District shall pay employees for accumulated unused sick days in the two (2) years immediately preceding retirement to a maximum of two hundred twenty (220) days, as follows: \$30.00 per day for the first 100 days; \$40.00 per day for days from 101 through 150; \$70.00 per day for days from 151 through 210, and \$80.00 per day for days from 211 through 220. School Related Personnel may choose to reserve one hundred sixty-five (165) of those days for the New York State

Employees' Retirement System, under Section 41 J. To qualify for this payment, the resignation must be effective at the end of a school year or a semester break, with notice given on or before October 1 for a semester break, and on or before March 1 for the end of a school year; however, this requirement will be waived where the employee is unable to give the requisite notice by reason of a serious personal illness or serious illness in the immediate family.

5) Other Sick Leave

Continuing Education and Summer Session employees shall receive two (2) days sick leave per year in that capacity. Extended Day School employees shall receive two (2) days sick leave per semester in that capacity.

B. Absence Forms

Application for pay for reasons of personal illness must be made in writing on forms provided to the Superintendent of Schools through the Principal or Supervisor at the end of the month during which such absence occurs and must be approved in writing by the Superintendent. Application must be accompanied by the attending physician's certificate. If such absence does not exceed three (3) consecutive days, the physician's certificate may be waived by the Superintendent of Schools.

C. Notification

Absence for any reason other than personal illness must be applied for in writing in advance of such absence if time permits, and approved, whether in writing or verbally, and such approval shall not be unreasonably withheld. Such application must contain the signature of the appropriate supervisor(s) concerned on the day of the anticipated absence.

If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed by a letter of request countersigned by the appropriate supervisor.

D. Compensation Leave

- 1) When an employee is absent from work as a result of job-related injury or illness which is determined to qualify for benefits under the Workers' Compensation Law, he/she shall have the option of drawing down available accrued sick leave and/or available earned and unused vacation days during the period of incapacity or available earned and unused compensatory time, and she/he shall then be entitled to restoration of any paid sick or vacation leave, or compensatory time, taken as a result of such illness or injury, which shall be restored *pro rata* based on the award

of the Workers' Compensation Board. An employee in his/her first three years of employment in the School District who is absent from work as a result of job-related injury or illness which is determined to qualify for benefits under the Workers' Compensation Law shall be entitled to borrow from the following year's sick leave accrual (but not from the following year's vacation accrual) to the extent necessary to cover the absence, and she/he shall be entitled to restoration of any paid sick or vacation leave taken as a result of such illness or injury, which shall be restored *pro rata* based on the award of the Workers' Compensation Board.

- 2) Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation award for temporary disability due to said injury or illness for the period for which such salary is paid.
- 3) The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication by the appropriate public authority as to the period of temporary disability then the opinion of said physician as to the duration of said period shall control.
- 4) Thereafter, the employee may elect in writing his/her desire to receive the sick leave benefits, as herein provided with full salary to be paid to him/her during the period of his/her disability; such written election shall be filed with the Superintendent of Schools (or Clerk and Secretary to the Board of Education) not to exceed the period of his/her accumulated and unused sick leave time. The time during which he/she is so paid shall be deducted from his/her accumulated and unused sick leave allowance.

E. Annual Sick Leave Report

The District shall make every effort to provide employees with a written statement of their accumulated sick leave by no later than the first payroll in September.

:02 Types of Leaves

A. Leave for Illness

Any employee whose personal illness extends beyond the period compensated for under 1:08:01(A) above shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness for a maximum of one year. The District shall inform the employee of his/her right to file a waiver of health insurance premiums.

B. Paid Leaves - Chargeable to Allowances

Leaves of absence not to exceed six (6) days in any one school year, with pay chargeable against the employee's allowance under 1.08:01(A) above, and subject to the provisions of 1.08:01, A., above shall be granted for the following reasons:

- 1) Time off in excess of two (2) days for each death in the immediate family (up ten (10) additional days). Immediate family members are defined to include parent, or parent in-law, grandparent, spouse, child, brother, sister, brother-in-law, sister-in-law, domestic partner, or any member of the permanent household of which the employee is a part or for whom the employee is responsible. Appropriate documentation of the need for the time may be required.
- 2) One (1) day when necessary in the case of an emergency illness in a family to enable an employee to make arrangements for necessary medical or nursing care.
- 3) Attendance at a ceremony awarding a degree to an employee for such portion of the day as is necessary.
- 4) One (1) day, except when travel requires additional time, for attendance at the college graduation of a son, daughter, husband or wife.
- 5) Time necessary for the conduct of personal affairs which cannot normally be handled outside working hours, such as, performance of religious obligations, medical and dental appointments (when such appointments cannot be made at any other time), legal requirements, and incumbent moving from one residence to another on day movers make such move.
- 6) Up to six (6) work days in the event of serious illness requiring bedside or household attention by the employee for his/her spouse, domestic partner, child, parent, parent-in-law or sibling. Such leave may be taken on an intermittent basis if required for the medical treatment of the family member. The School District may require the documentation equivalent to that which is authorized under the Family Medical Leave Act for the serious health condition of a family member as a condition to such leave. In addition, an employee who has an accrual of 100 or more unused sick days may, after exhaustion of all available personal days and upon appropriate documentation, apply to the Superintendent of Schools (or his/her designee) for up to ten (10) additional days where exigent circumstances necessitate the employee's presence at the bedside of a spouse, domestic partner, child or parent. The provisions of this section shall not limit the right of any qualified employee to take unpaid leave as provided for by the Family Medical Leave Act.
- 7) The Superintendent of Schools, at his/her discretion, may waive the restrictions of clauses (1) and (2) above, to the maximum of six (6) days as

provided in this section.

8) Employees who have accumulated forty (40) or more days of leave for illness need not submit a statement of reasons for a maximum of two (2) days personal leave per year under the provisions of this clause, three (3) personal days when eighty (80) sick days have been accumulated, and five (5) personal days when one hundred eighty (180) have been accumulated. However, they shall notify the Superintendent of Schools through normal channels of their intention to be absent in accordance with the provisions of this clause, and all other normal procedures and practices shall apply. This does not increase the number of personal days beyond the present allowance of six (6) per year. Employees may not use more than three (3) consecutive unspecified personal days without prior approval of the Superintendent of Schools; employees who wish to use specified personal days for confidential medical reasons may communicate such reason to the Assistant to the Superintendent for Personnel.

C. Paid Leaves - Not Chargeable to Allowances

In addition to the benefits available under sub-paragraph B above, leaves of absence with pay and not chargeable against the employee's allowance or subject to the provisions of 1.08:01(A) above, shall be granted for the following reasons:

- 1) Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
- 2) Time required when an employee is summoned for jury service.
- 3) Court appearances as a witness in any case connected with the employee's employment by the District.
- 4) Approved visitation at other schools.
- 5) Leave required as a result of an illness or injury sustained in the course of employment as a result of assault. Such leave shall not be chargeable against the employee's allowance up to a maximum of fifteen (15) work months.
- 6) The first two (2) days of time off for any death in the immediate family.

D. Absences Prior to or After Holidays

Leaves of absence with pay shall not be granted under B above for the day immediately preceding or immediately following a holiday period except for personal illness or death in the immediate family, unless prior approval is received from the Superintendent of Schools.

Child-Related Leave

- A. Absences related to pregnancy, miscarriage, termination of a pregnancy, and childbirth shall be treated as any other illness or disability for the purposes of this Agreement. So that the School District may plan for the orderly transfer of responsibilities, an employee who anticipates the birth or adoption of a child should, whenever possible, give at least three (3) months prior notice to the Assistant to the Superintendent for Personnel.
- B. An employee who has given birth to a child shall, if the employee so requests, be presumed to be ill and/or disabled following the birth of the child, and shall be entitled to paid parental leave to be treated as sick leave without any requirement for medical documentation, for a period of up to thirty (30) consecutive work days during the ten (10) weeks immediately following the birth. If such employee does not have thirty (30) accrued and unused sick days available, the District will advance sufficient days to allow the full period, with the days so advanced to be reimbursed at the rate of 50% of the yearly allowance in subsequent school years. To the extent that an employee also requests leave pursuant to the Family Medical Leave Act, then medical documentation as authorized by the Family Medical Leave Act may be required.
- C. An employee who has adopted a child shall be entitled to paid parental leave for the purpose of adoption proceedings, travel time and bonding with the new child to be deducted from sick leave for a period of up to thirty (30) consecutive work days during the ten (10) weeks immediately following the adoption. If such employee does not have thirty (30) accrued and unused sick days available, the District will advance sufficient days to allow the full period, with the days so advanced to be reimbursed at the rate of 50% of the yearly allowance in subsequent school years.
- D. An employee whose spouse or domestic partner has given birth to a child shall be entitled to paid parental leave for a period of up to five (5) consecutive work days during the ten (10) weeks immediately following the birth. If such employee does not have five (5) accrued and unused sick days available, the District will advance sufficient days to allow the full period, with the days so advanced to be reimbursed at the rate of 50% of the yearly allowance in subsequent school years.
- E. A parental leave of absence without pay shall be granted upon request to any employee who bears, adopts, or assumes legal responsibility for a child.
 - 1) Wherever possible, a request for a parental leave should be made at least three (3) months before the beginning of the leave.
 - 2) Such a leave shall be granted for the full semester (the semester of birth or semester of adoption)* during which a child is expected to be born to or adopted by an employee or the employee's spouse and, in addition,

either for the semester before the semester of birth or adoption or the semester after the semester of birth or adoption within the same school year. (In the application of the terms of this paragraph only, the months of July and August shall be considered part of the fall semester).

**6 months - School Related Personnel.*

- 3) Such leave shall be granted for an additional school year, and may be extended for another school year, upon application to the Superintendent and approval by the Board of Education. Parental leave shall be available to only one (1) of the parents in the event both are employed simultaneously by the District.

:04 Other Governmental Service Leave

- A. Leave of absence will be granted for up to two (2) years to any employee who joins Vista, the Peace Corps or any other governmentally sponsored service programs as a full-time participant.
- B. Any period so served shall be applied to the appropriate salary schedule set forth in this Agreement as if such period had been served by the employee in the District.

:05 Convention or Conference Leave

- A. The Superintendent, with reasonable limitation as to time and the number of individuals involved, will grant convention or conference leave.
- B. Expenses for attendance at conventions or conferences will be paid by the Board of Education within the limits of the amount budgeted for such expenses. Expenses which will be reimbursed are limited to those allowed by State law and approved on Request for Travel Forms.

Employees interested in attending a convention or conference should estimate the expenses thereof, secure the approval of their principal or supervisor, and file their request with the Superintendent at least two (2) weeks in advance of the convention or conference.

- C. Employees attending a convention or conference will be required to submit a short written report to the Superintendent highlighting the meetings.

:06 Return After Leave of Absence

- A. Pedagogic employees who have been granted leaves of absence shall notify the Superintendent in writing of their intention to resume work at the beginning of the ensuing semester. Such notice shall be given by the following dates:

TYPE OF LEAVE

For Illness: August 1st; January 3rd.

For Child-Related & Other Leaves: April 1st; November 15th.

- B. Except where otherwise required by Civil Service Law or Regulation, or sick leave, or child-related leave, no absence without pay granted to School Related Personnel shall exceed three (3) months' duration. Notification of intent to return to employment upon the expiration of such leave of absence shall be received in writing by the Assistant Superintendent for Business and Administration no later than fourteen (14) days prior to the expiration date of said leave.
- C. If the School District has, prior to the end of a leave, sent a written reminder by certified or registered mail, return receipt requested, to an employee on leave of his/her obligation to give notice of intent to return to work as provided in Paragraphs A and B above, an employee who fails to give the required notice by the later of (i) the applicable date set forth in Paragraphs A and B above or (ii) seven (7) days after the written reminder from the School District shall be conclusively presumed to have abandoned his/her employment. An employee who claims to have been incapacitated from giving such notice may challenge this presumption through the grievance and arbitration procedure.
- D. To the extent possible, all employees returning from leaves of absence shall be restored to the same position they held at the time leave was granted.

:07 Sick Bank

A. Goal

To maintain a sick bank to be used by employees of the District for long term illnesses after exhausting their own accumulated and current sick days as provided by the contract.

B. Participation

Participation in the sick bank shall be voluntary for all members of the FUSE bargaining unit, but only those that belong to the sick bank may receive any of its benefits. Enrollment shall be during the month of September each year. Assessments may be at any time.

C. Maintenance

1) Upon joining the sick bank a member shall contribute two (2) sick days. Assessments, thereafter, shall be for one day at a time.

- 2) Renewal of the sick bank shall come whenever the sick bank falls below 500 days.

D. Administration

- 1) An Administrative Committee shall be made up of three (3) appointees of the Superintendent and three (3) appointees of the FUSE President. The Committee shall make decisions regarding the use of the sick bank by eligible employees.

- 2) Any disputes over Committee decisions by members shall be decided by the Committee and there shall be no appeal.

- 3) The District shall pay for any medical examination deemed advisable by the Committee under the District's rights in the contract.

- 4) Deliberations of the Committee shall be confidential and may not be used in any other procedure instituted by the District. Only the disposition of the request will be published.

E. Eligibility

- 1) Full-time employee of the City School District and eligible to be a member of the FUSE bargaining unit.

- 2) A member of the sick bank.

- 3) Exhaustion of accumulated and current sick days by the member.

- 4) This sick bank may not be used in cases involving Workers' Compensation.

- 5) The sick bank may not be used for normal disabilities that arise out of pregnancies or child birth. Exceptions may be made to this rule by the Administrative Committee.

- 6) Requests for absences due to childhood diseases contracted as a result of exposure in the building shall be applied directly to the sick bank and not to the employee's sick leave allowance.

F. Withdrawals from the Bank

- 1) During years 1-3 in the District, the maximum days granted shall be fifteen (15) beyond any accumulated days.

- 2) During years 4-5 in the District, the maximum days granted shall be twenty-five (25) days beyond any accumulated days.

3) There shall be a one hundred eighty-two (182) day maximum limit for members who have been full-time employees for over five (5) years.

4) Exceptions may be made to these maximums by the Administrative Committee in unusual situations.

5) On return to work from an extended illness any member will receive a prorated allotment for the remainder of the year. This allotment is to be shared equally by the sick bank and the District. This allotment may become part of the accumulated balance for the following year.

G. Membership Withdrawal

Any member of the sick bank may resign at any time but is not entitled to any benefits or the return of his/her waived sick days he/she may have contributed to the sick bank. He/she may rejoin during the enrollment period in any year.

ARTICLE 1.09 MATTERS FOR CONTINUING STUDY

All matters of joint concern to the District and the FUSE which have not been resolved as of the signing of the Agreement remain as matters to be discussed and studied jointly during the term of this Agreement. Any of them may be referred to an appropriately constituted committee.

ARTICLE 1.10 ADVISORY COMMITTEE OF EMPLOYEES

- :01 The Board and the FUSE agree to the establishment of a committee whose permanent members shall be the Superintendent and the President of the FUSE. Each may designate two (2) other members of the committee.
- :02 The committee shall be called the ACE. The ACE shall meet at least once a month or more frequently by mutual agreement. Agendas for meetings of the ACE are to be submitted, either verbally or in writing, at least twenty-four (24) hours prior to each meeting.
- :03 It shall be the province of the ACE to review, discuss and seek solutions on matters related but not limited to implementation of previous agreements and understandings and other employee concerns.
- :04 The ACE is not intended to supplant the Superintendent's or the Board's authority.

ARTICLE 1.11 GRIEVANCE PROCEDURE

:01 Objective

The object of the parties is to encourage the prompt and informal resolution of grievances as they arise and before recourse is sought in the more formal procedures described herein. Further, nothing in this contract shall be construed to prevent any employee from presenting a grievance or discussing a problem informally with any supervisor or administrator.

:02 Definitions

A. Grievance

A "grievance" shall mean a complaint by an aggrieved party that:

- 1) there has been as to him/her or it a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or that
- 2) the complainant has been treated inequitably or by reason of any act or condition which is contrary to established policy or practice governing or affecting employees.

A "grievance" shall not apply to any matter in which:

- 1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-laws of the Board of Education, or
- 2) the Board of Education is without authority to act. (Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee the rights under Section 15 of the New York Civil Rights Law, the State Education Law or under applicable Civil Service Laws and/or Regulations).

B. Aggrieved Party

An aggrieved party shall mean any employee, group of employees having the same grievance, or the FUSE. Each may present and process grievances.

C. Days

Where number of days indicate the time periods in this procedure, the reference is to working days except in Step 3, Arbitration, where calendar days are indicated. The maximum numbers of days stated in this procedure can be extended by agreement between the parties.

:03 Appearance and Representation

A. Meetings

Meetings shall be held at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. No employee shall suffer loss of pay or sick leave allowance as a result of such attendance.

B. Representation

An employee is entitled to a representative of his/her own choice except that no such representative may be an officer of any employee organization other than the FUSE.

C. Grievability

The employee grievant shall be present when being represented in the grievance procedure, unless the grievant declines such opportunity in which case the FUSE may nevertheless proceed with the processing of the grievance. The FUSE may appeal the decision on any grievance that is dropped by an aggrieved party, at any step.

D. Notification

The FUSE shall receive copies of all grievances filed, shall be notified of the time and place of any meetings, and shall receive copies of all decisions rendered at each step in this procedure. It may be represented at each meeting and make its views known.

:04 Availability of Information

The District will make available to any aggrieved party and/or his/her representative, and the FUSE, all data (or copies of data) not privileged under law which is within the possession of the District and which bears on the issues raised by the aggrieved party.

:05 Submission of Grievance

A. Form of Submission

A grievance shall be submitted in writing, stating the facts on which it is based, the relief sought and signed by the aggrieved party. Grievances shall be submitted in writing within ninety (90) calendar days after the grievant knew of the alleged act(s) giving rise to the grievance.

B. Step 1 - Immediate Supervisor

- 1) The aggrieved party submits the grievance to the appropriate building

principal, system-wide supervisor or administrator who is directly involved, who will arrange a meeting within five (5) days of receipt of the written grievance.

2) Where the grievance involves the board, groups of employees, or system-wide grievances, the aggrieved party will submit the grievance directly to Step 2, the Superintendent, (or his/her designee) who will arrange a meeting within five (5) days of receipt of the written grievance.

3) The supervisor or administrator served with a grievance is required to sign the grievance as acknowledgment of its acceptance.

4) The supervisor or administrator served with a grievance shall render a written decision within five (5) days after the meeting on the grievance is concluded.

5) If the matter is not satisfactorily resolved at the Step 1 level, then the initial grievance may be appealed to the Superintendent (or designee) in writing within fifteen (15) days after the receipt of the written decision at Step 1.

C. Step 2 - Superintendent of Schools

The Superintendent (or designee) shall arrange for a meeting within five (5) days after receipt of an appeal from Step 1, and will render a written decision within ten (10) days after the meeting is concluded.

D. Step 3 - Arbitration

1) If any matter is not satisfactorily resolved at the Superintendent's level (Step 2) then the grievance may proceed to Arbitration (Step 3).

2) Arbitration shall be initiated only by the FUSE filing a notice of arbitration with the Superintendent of Schools and the American Arbitration Association (AAA). The notice shall be filed within one month after the receipt of the denial of the grievance or appeal by the Superintendent of Schools (or designee), or the receipt of his/her response. The notice shall include a brief statement of the issues to be decided by the arbitrator and the provisions of the contract involved.

3) The AAA shall appoint one of a panel of three (3) arbitrators (to be designated by mutual agreement of the parties) to serve in rotation, as available, for the cases submitted. The voluntary labor arbitration rules of the AAA shall apply to the proceeding insofar as they relate to the hearings, fees and expenses.

4) The arbitrator's fee will be shared equally by the District and the FUSE.

5) The arbitrator shall issue his/her written determination and award not later than thirty (30) days from the close of hearings, or if oral hearings have been waived then from the date of transmission of the final statements and proofs to the arbitrator.

6) The determination and award of the arbitrator shall be rendered to the District and the FUSE and shall be advisory. No judgment may be entered thereon. However, the parties agree to give good faith consideration to his/her recommendations.

7) The District agrees that the question of whether or not a grievance is arbitrable shall be determined by the arbitrator. The District agrees to accept the arbitrator's decision on the arbitrability of the matter before him/her.

E. Special Procedures

1) In the event a grievance arises at the end of a school year, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term.

2) Grievances arising from the action of officials other than those listed in Step 1 may be initiated and processed with such official initially. Where appropriate, such grievances may be initiated at Step 2.

F. General

1) Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

2) The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

G. Exclusivity

The grievance procedure shall be the sole and exclusive method of resolving employee grievances in the School District.

ARTICLE 1.12 DURATION OF AGREEMENTS

This Agreement and each of its provisions shall be effective as of July 1, 2015 and shall continue through June 30, 2018.

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.

ARTICLE 1.13 CONFORMITY TO LAW

- :01 If any provision of this Agreement is or at any time shall be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the FUSE.
- :02 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 1.14 FUTURE NEGOTIATIONS

Negotiations for a subsequent Agreement will commence no later than February 15th in the final year hereof for all items upon request of either party filed two (2) weeks before such date. It is the purpose of the parties to provide for negotiations thereafter so that a subsequent Agreement may, if possible be consummated no later than May 15th prior to expiration.

ARTICLE 1.15 NEW COMPACT FOR LEARNING

Under the Compact for Learning, Site-Based Committees which want to explore new methods or conditions that violate the Agreement may do so, as long as three conditions are met:

- 1) 75% of the staff affected must approve.
- 2) A majority of the FUSE Board of Representatives agrees.
- 3) Principal must agree.

SECTION 2

PEDAGOGIC CONDITIONS

ARTICLE 2.01 WORKING CONDITIONS

:01 **Equitability**

- A. All duties, assignments, and salary awards shall be made in an equitable fashion.
- B. Facilities

The parties recognize that the availability of satisfactory school facilities for both student and teacher is necessary to insure the high quality of education which is the goal of both the FUSE and the Board. In addition, it is recognized that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

:02 Hours

- A. The school day in the schools shall be as follows in Chart 1.
- B. All pedagogic staff shall be entitled to a duty free lunch period of forty-five (45) minutes in the middle and senior high schools, and a minimum of sixty (60) minutes in the elementary schools except for a teacher who may be on a rotating "On Call" duty.
- C. Some positions may require hours which are different from those of regularly assigned classroom teachers. Appropriate adjustment in the working day or working year may be made if it results in no increase to the length of the work day or work year except in those cases where staff receives a stipend or compensation beyond the basic salary schedule. Such adjustments shall first be discussed with the FUSE.

:03 Professional Commitments and Completion of Duties

The Board and the FUSE agree that many of the professional commitments of pedagogic staff extend beyond the classroom. The Board and the FUSE also agree that by prior agreement between the staff and the school principal, he/she may leave school whenever his/her respective official duties have been completed.

This policy is not, however, to be construed as excusing staff from District, school or department meetings or administrative supervisory conferences and/or elementary school, staff meetings. Furthermore, participation in a reasonable number of extra help sessions for students is recognized to be an integral part of the teacher's professional obligations. The above policy does not preclude any special assignments staff may have as long as those duties do not conflict with other clauses of this Agreement.

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SEE NEXT PAGE FOR CHART I

CHART I INSTRUCTIONAL HOURS

| | <u>NRHS</u> | <u>ALMS</u> | <u>IEYMS</u> | <u>ELEMENTARY</u> |
|---|-------------|-------------|--------------|-------------------|
| i. Teachers and other professional staff check in no later than..... | 8:10 a.m. | 8:20 a.m. | 8:10 a.m. | |
| ii. Teachers and other professional staff at assigned place of duty no later than..... | 8:15 a.m. | 8:25 a.m. | 8:15 a.m. | 8:25 a.m.* |
| iii. Under normal circumstances faculty shall leave the school no earlier than..... | 3:30 p.m. | 3:35 p.m. | 3:30 p.m. | 3:30 p.m. |
| iv. All elementary teachers and other professional staff shall return to their classrooms after lunch time by..... | | | | 12:45 p.m. |
| v. None of the foregoing shall be interpreted as limiting the professional responsibilities of teachers as stated in Section :03 of this Article. | | | | |

* Under normal circumstances, faculty shall be at their assigned place of duty no later than 8:25 a.m., except in those situations where bus schedules and corridor supervision require an earlier arrival on the part of teachers.

The parties recognize that student transportation represents a significant expense, and that the School District intends to conduct transportation studies to identify possible efficiencies leading to cost savings in student transportation. If, at the conclusion of such a study, it appears that cost efficiencies may be achieved by varying the start and stop times of one or more schools, the parties agree to re-open negotiations with respect possible changes to instructional hours as set forth in Chart 1

:04 Teaching Assignments - General

- A. Teachers and other professional staff shall not be assigned outside the scope of their teaching certificates or their major or minor fields of study except in emergency situations (which shall be limited to one year) and in those situations

where particular aptitudes or abilities may be needed to assist in the implementation of the educational program. In this latter instance, assignment out of the major or minor field of study shall be voluntary.

- B. Teachers who will be affected by change of grade assignment in the elementary school grades will be notified and consulted by their principals as soon as practicable and under normal circumstances within thirty (30) days before the end of the school year. Such changes will be voluntary as far as possible. Whenever practicable, tenured teachers should not be assigned to other grades.
- C. Teachers who will be affected by changes of subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and under normal circumstances at least thirty (30) days before the end of the school year. Such changes will be voluntary as far as possible.

:05 Teacher Assignments - New Rochelle High School

- A. Teaching assignments in New Rochelle High School shall be twenty-five (25) instructional periods per week and five (5) unassigned preparation periods per week.
- B. The FUSE and the District agree that supervisory periods are not a productive use of professional staff time. At the same time, it is the professional duty of these staff members to use an equivalent period of time per week to work with colleagues or their regularly assigned students to further educational goals of the District.
- C. Trade and technical teachers, home and careers teachers and science teachers with laboratories as part of the science course shall not be assigned to supervisory periods and, except in those situations where space limitations so require, these teachers shall not be assigned a homeroom.
- D. The teaching assignment of trade and technical teachers shall be consistent with the requirements of the courses of study.
- E. Should scheduling require the assumption of some duty such as study or hall duty during a free period of any given day, the teacher will be released from an equal period of supervised study or activity, during that day or on another day of the same week (or 5-day period).
- F. It is recognized that during a period of double sessions exact adherence to these standards may not be possible in the case of physical education teachers. However, where additional teaching assignments are necessary, the teacher involved shall not be assigned to additional supervisory periods. Assignments to additional classes shall be made in an equitable fashion and, within the context of

this statement, class assignments shall not exceed thirty (30) periods per week.

- G. Wherever possible and practicable, teachers scheduled to advance placement courses at New Rochelle High School shall be assigned to a teaching load of twenty (20) instructional periods per week. It is understood that this provision will result in priority consideration in assignment of advanced placement teachers to instructional periods during the school years 2011-2014 and it is further understood that additional staff shall not be employed to implement this clause during the school years 2011-2014.
- H. The following provision is applicable only where there exists a six-period school session: with the exception of science labs and vocational education classes every effort is to be made to avoid having a teacher teach five (5) consecutive periods. Wherever it is necessary to schedule five (5) consecutive teaching periods, equitable rotation of teachers in such assignments shall be scheduled from year to year.
- I. High School teachers will provide a minimum of two (2) scheduled periods of extra help per week, of which at least one (1) will be after school and one (1) may be before school. One (1) afternoon period shall be a "walk-in" session, and the other shall be by student sign-up the previous day. If no students have registered for the "sign-up" session, the teacher shall not be required to remain for it..

:06 Teaching Assignments - Middle Schools

- A. The teaching assignment in the middle schools shall be twenty-five (25) teaching periods and five (5) unassigned preparation periods per week.
- B. The FUSE and the District agree that supervisory periods are not a productive use of professional staff time. At the same time, it is the professional duty of these staff members to use an equivalent period of time per week to work with colleagues or their regularly assigned students to further educational goals of the District. Professional staff are expected to devote at least three (3) unassigned periods per week to team meetings and other formal consultation with colleagues on educational matters.
- C. Middle School teachers will provide a minimum of two (2) scheduled periods of extra help per week, of which at least one (1) will be after school.

:07 Teaching Assignments - Elementary Schools

- A. Wherever possible and practicable, special teachers should be assigned to (and within) the elementary schools so that each elementary school teacher, including specials, shall be assured one (1) preparation or conference period (or its equivalent) daily. The above shall be interpreted to include play and/or recess periods where teachers may alternate in supervisory assignment.

- B. Teachers in the elementary schools may schedule conferences with parents or other teachers during the periods when a class is being taught by a special teacher providing the nature of the special activity or class does not require the presence of the classroom teacher.
- C. All elementary school teachers shall be provided relief time each day of thirty (30) minutes or its equivalent. The Board shall provide up to a maximum of fifty thousand dollars (\$50,000) for this purpose. The FUSE agrees to cooperate with the Board in providing this relief time, and recognizes that, to the extent possible, teachers will share assignments so that this time is provided in the most efficient and economical manner.
- D.
 - 1. Wherever possible and practicable, elementary school C.A.M.P.E.L. staff (including elementary school teachers of foreign languages) shall be assigned to no more than seven (7) teaching periods per day. Every reasonable effort will be made to accomplish this scheduling.
 - 2. When a C.A.M.P.E.L. teacher's regular assignment includes an eighth period, then, at the end of the school year, the teacher shall be compensated for any additional periods at the rate of \$50.00 per period. This shall be computed by establishing a base annual work load of (seven periods) x (the number of teaching days in the year) and then computing the number of periods in excess of the base annual work load as actually taught by the teacher(s) in question.
 - 3. Notwithstanding the foregoing, it is agreed that the amount of daily instructional time that may be assigned to a C.A.M.P.E.L. teacher may be set so as to be comparable to (but not to exceed) the daily instructional assignments of other teachers at the same grade level. This comparability may be established (a) by setting the length of C.A.M.P.E.L. instructional periods accordingly, and/or (b) by assigning C.A.M.P.E.L. teachers to cover classes for other teachers who must leave their classrooms for professional reasons. Coverage for other teachers must be scheduled in advance, and with reasonable advance notice to the C.A.M.P.E.L. teacher(s) affected. These provisions will not be construed (a) to authorize assignment of C.A.M.P.E.L. teachers to supervise lunchroom or playground activities, (b) to reduce contractual lunch or preparation time, or (c) to require C.A.M.P.E.L. teachers to offer instruction outside of their certification.

:08 Class Size

The Board of Education agrees to maintain the present class size policy.

:09 Non-Teaching Assignments

- A. Non-teaching duties such as lunchroom duty, hall patrol, etc., should be eliminated wherever possible and practicable.
- B. Decisions made on the elimination or establishment of any of the foregoing shall

be based primarily upon the general health, welfare and safety of the children and youth in the school, upon effective control of the pupils, upon decisions and regulations of the State Education Department, legal precedents and Education Law, as well as the welfare of the teachers.

- C. The FUSE recognizes the legal responsibility of the principal of the school in establishing supervisory schedules in keeping with paragraphs A and B above. This responsibility shall be exercised in consultation with the FUSE Building Committee.
- D. The District recognizes that reasonable assignments and scheduling of teachers are factors in staff morale and professional efficiency, and hereby establishes a joint committee composed of the Superintendent of Schools (or designee), the President of the Administrative and Supervisory Association and the President of the FUSE to consider any inequities in the implementation of this clause and to consider ways and means of implementing Section :09, A.
- E. All elementary school lunch time duties (outside the cafeterias) will be covered by teachers only on a voluntary basis; those volunteering to be paid for this time at an equitable rate of pay.
- F. Elementary school teachers shall not be assigned to lunch time duties, with the exception of rotating "On Call" duty.

:10 Extracurricular Activities

- A. Participation in extracurricular activities for which no additional compensation is paid shall be voluntary.
- B. The procedure for appointing teachers to paid-for extra and co-curricular activities will be as follows:
 - 1) Volunteers from the faculty solicited on an annual basis.
 - 2) The FUSE representatives (and student representatives on the High School level) to be consulted by the Principal before he/she makes the appointment.

:11 Faculty Facilities

The Board shall make available in each school one room which shall be reserved for use as a faculty lounge.

:12 Special Teachers

- A. The Board shall employ special teachers whose regularly assigned duties shall consist of instruction in their area of competency. Those teachers employed as

teachers of art, physical education, music, speech therapy, library science, reading and as nurse-teachers shall assume responsibilities which are in effect comparable in time and nature to the regularly assigned classroom teachers within the school to which they are assigned.

- B. In the event that a teacher travels between schools or serves in several schools, this matter should be taken into consideration when assigning teachers to duties outside of the classroom.
- C. Where there is a question regarding duty assignments of special teachers, the matter shall be resolved by consultation with the teacher, the FUSE representative within the school, and the Principal. If it cannot be resolved at that level, the teacher and the FUSE representative may consult with the Superintendent (or designee) so that an equitable arrangement can be resolved.
- D. As with all personnel it is expected that special teachers shall assist in those emergency situations which may occur from time to time.

:13 Register Keeping - Pupil Attendance

Teachers are responsible for taking attendance. However, teachers are relieved of all clerical duties related to pupil attendance and register keeping such as summing-up, preparing totals, etc. Elementary teachers only shall continue to receive student absence notes. Elementary teachers shall do sums.

:14 Transfers

The Board recognizes that frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance. Although the FUSE also recognizes that some flexibility in regard to teacher transfers must remain with the administration, a substantial degree of stability must be provided for all teachers, but especially with respect to new teachers. Therefore, it is agreed as follows:

- A. Probationary teachers, whenever practicable, should serve their probationary period in one school.
- B. When a reduction in the number of teachers in a school is necessary, to the extent possible, all volunteers shall first be transferred, after which transfer will be made on the basis of years of service in the school building, those lowest in service being transferred first.

Notice of all transfers will be given to the teachers concerned as soon as practicable, and under normal circumstances at least thirty (30) days before the end of the school year.

- C. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions preference shall be given to presently employed teachers over newly appointed teachers and shall be based on length of service in the District.
- D. In computing building seniority for the purpose of involuntary transfers, continuous service time in the current school building will be counted plus, in the case of a teacher who was transferred into the current school building on an involuntary basis, continuous service time in the building from which he/she was transferred. For example, if Teacher Smith taught for three years in Ward School and was then involuntarily transferred to Davis School, where she has taught for an additional five years, Teacher Smith's building seniority at Davis School, for involuntary transfer purposes, is eight years.
- E. A teacher who is on authorized leave of absence not in excess of one (1) year shall have the same right of reassignment as if he/she had not been on leave of absence, and such period of leave shall be included in determining the length of service for the purpose of this clause.
- F. A teacher who is on extended leave of absence may be reassigned in accordance with the requirements of the District.

:15 Changes in Position

All vacancies in positions (other than classroom teaching positions) caused by death, retirement, discharge, resignation, or by creation of a new position, shall be filled pursuant to the following procedures:

- A. Such vacancies shall be adequately and promptly publicized, as far in advance of the date of filling such vacancy as possible, but in no case shall such vacancy be filled prior to a thirty (30) day announcement of such opening except in emergency situations where said date of anticipated appointment will be announced in the notice of vacancy.
- B. The notice of vacancy shall clearly set forth the qualifications for the position.
- C. Teachers who desire to apply for such vacancy shall file a written application with the Superintendent in the time limit announced for such position. Teachers who so apply shall be afforded the opportunity to present a resume and to be interviewed for the vacancy.
- D. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, handicapping condition, sex, marital status, political affiliation, sexual orientation or FUSE activity or membership.
- E. All pedagogic personnel shall be provided the opportunity prior to the close of the

school year to list their interests in positions which may become vacant during the summer months. In the event that a position becomes vacant in which a teacher has indicated an interest, the Superintendent's office shall notify said teacher by first class mail to the last address indicated. A procedure for the above which will provide the opportunity for teachers to list their interest in vacancies shall be established by the office of the Superintendent of Schools.

:16 Summer School

- A. No position shall be filled by a teacher not employed by the District if there is a qualified applicant for such a position who is employed by the District. Exception to the above shall be those teachers from other school systems who have served as teachers in the New Rochelle Summer Program. These teachers shall be first offered the opportunity for continued employment prior to opening said position to local candidates.
- B. A teacher who has filled a summer school position and has performed satisfactorily shall be appointed to the same position in the current year of application, if the position is needed.
- C. All openings for summer school positions shall be posted in a Superintendent's Bulletin at the earliest possible date so that all interested teachers may apply.
- D. Vacancies shall be filled in accordance with the principle of seniority in the subject and grade of vacancy. Seniority means time spent in New Rochelle teaching the subject, except that teachers leaving the system lose their summer school seniority. Exception to the above shall be as follows:

In selecting teachers for elementary school summer programs and secondary non-traditional summer school programs, the criteria for selection shall include preparation, experience and professional ability in the areas of school development to which the program is directed. This provision shall not exclude any teacher who has previously served as a summer school teacher and whose service has not been interrupted in such a manner that said teacher has forfeited his/her status under this Agreement. The selection process shall be made in consultation with the FUSE.

- E. Summer school teachers may be granted a leave of absence without pay from summer school after four (4) consecutive years of service or when in conjunction with a sabbatical leave, for one (1) year, upon written request and approval of the Superintendent. Teachers on leave of absence from summer school shall not forfeit thereby their right to a position in summer school for the year following such a leave. Teachers assigned to summer school positions as replacements for teachers on leave shall be so informed at the time of their assignment.
- F. Paychecks for summer school teachers shall be issued on July 31st, August 15th, and on the last day of the summer school session.

- G. Summer school salary schedules are as set forth in Article 4:08 below.

:17 Extended Day School

- A. The hourly rate of pay for teaching in the Extended Day School shall be \$67.24 per hour.

The foregoing rate is based upon the understanding that the teacher will be in attendance in the classroom three (3) hours per course per week for thirty (30) weeks, with some additional time occasionally for planning and evaluation, making a total annual payment equal to the applicable hourly rate set forth above multiplied by one hundred (100) hours for the course.

- B. Employment in this program will be on an annual basis upon recommendation of the Superintendent.
- C. The Board shall employ only teachers who teach in the regular day school of the District for the Extended Day School except where qualified personnel are not available.

:18 Teacher Assistance to Practice Teachers

- A. All teacher assistance to practice teachers shall be on a voluntary basis.
- B. Each teacher supervising a student teacher for one (1) semester shall receive one (1) in-service education credit for this experience.
- C. A maximum of three (3) credits for student teaching supervision may be credited to salary advancement at any given level of the salary schedule.

:19 Parent Conferences – “Open House Night”

- A. The District and the FUSE recognize the needs of parents and teachers to meet in conference. The District therefore agrees to set aside three (3) one-half (½) days for parent conferences in the elementary schools. These days are to be used for no other purpose.
- B. Three (3) evenings per year shall be set aside for parent conferences in the elementary schools, one (1) of which shall be defined as “Open House Night” at which time teachers may meet with parents as large groups. Individual conferences with parents may be held on a second evening. Dates and programs for such evenings shall be determined by the individual schools.
- C. Every effort shall be made by every teacher to hold at least one (1) conference with the parent of each student in his/her elementary class and the FUSE will apprise its membership of this objective.

- D. One (1) evening per year shall be set aside for "Open House Night" in the secondary schools. Dates and programs for such evenings shall be determined by the individual schools.

:20 Probationary In-Service Courses

- A. Teachers new to the system shall be required to participate in an in-service program (no fee) not exceeding fifteen (15) two-hour sessions per year, said courses to extend through the probationary period of service.
- B. Courses offered shall be on a graduate level, shall be acceptable as in-service education credit by the State Department of Education and shall be offered on a two-or-three semester hour credit basis.
- C. A professional planning committee for this course work shall be initiated at the earliest possible date and shall function as a subcommittee of the Educational Policies Committee.

:21 In-Service Committee

The FUSE and the District agree that short courses and workshops for staff delivered during unpaid time improve professional abilities. It is agreed that a committee be set up to determine partial in-service credit for such courses and workshops. The committee shall consist of two (2) members designated by the Superintendent and two (2) members designated by the FUSE. This committee shall make recommendations to the Superintendent by from time to time.

:22 Authorized Summer Work

Teachers shall be paid for summer work for projects related to their duties. Such projects shall be authorized by the Superintendent.

:23 Clerical Assistance, Elementary Librarians

The Board of Education agrees to provide clerical assistance to a maximum of two (2) hours each day to each elementary school librarian.

:24 Staff Meetings

The FUSE and the Board agree to a third Monday staff meeting of the professional personnel. The meetings will be of one (1) hour duration and may be held during the lunch hour with the consent of the staff and Principal. In any month which has fewer than three working Mondays, a third staff meeting may be scheduled on a Tuesday upon reasonable advance notice. After-school meetings shall begin not later than twenty (20) minutes after the end of the teacher day; but where teachers from two schools are involved in a meeting, the start time will be measured from the end of the later of the two

teachers' days. It is the responsibility of all participants in staff meetings to be on time.

:25 New Teacher Orientation

Teachers hired to begin work after July 1, 2001 may be required, as a condition of employment, to attend orientation/professional development activities during the week before school begins (*i.e.* at the end of August or in the beginning of September) as follows: three (3) days before the first year of work; two (2) days before the second year of work; one (1) day before the third year of work. The days shall be seven-hour days inclusive of lunch, and the FUSE shall be entitled to one (1) hour during the first-year orientation and one (1) hour during the third-year orientation to discuss matters of union concern with teachers. After July 1, 2003, the training offered to new teachers may be offered to more senior teachers on a voluntary basis.

:26 Educational Evaluators

The School District will use its best efforts, within budgetary constraints, to hire educational evaluators to relieve secondary school special education teachers of responsibility for initial educational evaluations of students classified as having special needs.

:27 Assistance in Technology and Home and Careers Classes

When the student composition of a technology or home and careers course which involves potentially hazardous equipment or materials is such as to present a hazard to the safety of persons or property, an aide shall be added to the class. This agreement shall not be grievable or arbitrable; however, if a teacher and the building principal have been unable to reach agreement regarding the need for an aide, then the FUSE may review the matter with the Assistant Superintendent of Schools for Elementary or for Secondary Education, as the case may be.

:28 Tuition for Children of Non-Resident Teachers

- A) The District will admit non-resident teacher children to New Rochelle High School at 50% of the allowable tuition rate calculated in accordance with the State Education Department formula for tuition.
- B) The District will only admit non-resident teacher children for whom there are existing suitable programs, and then only on a "space-available" basis; *i.e.*, where the District can accommodate the students in an existing program without having to add additional staff.
- C) Subject to the provisions of Paragraph B above, non-resident teacher children who have special needs as defined by an Individual Education Plan or a Section 504 disabilities plan will be eligible for admission, but arrangements for, and the expense of, any special services, staffing or equipment which is called for in an IEP or 504 plan will remain the responsibility of the

child's home school district. The District's Committee on Special Education will cooperate with the home school district, assessments, classification and placement or the special needs students will remain the responsibility of the home school district.

- D) Non-resident teachers who wish to enroll children will notify the High School Principal no later than April 15 of the preceding school year. The non-resident teacher and the District shall sign a contract reflecting the provisions of this provision.
- E) Non-resident teacher children will be admitted to specific classes and courses at the High School on a "space-available" basis (i.e. where there is room in a class without exceeding contract limitation) after resident students have first been admitted to such classes.
- F) Non-resident teacher children will be in all respects subject to the School District's Code of Conduct. In cases where a violation of the Code of Conduct is determined to warrant suspension for a semester or more, the District reserves the option to exclude a student from further attendance, and to return to him/her to the home district.
- G) Tuition will be due within 30 days after receipt of a billing statement from the District. If payment is not timely made, the District may exclude the student from further attendance, and to return him/her to the home district.
- H) If a billing statement is rendered and payable in the fall semester, the teacher will have the option of deferring 50% of the payment until the first day of the spring semester. In cases where a student is withdrawn or excluded, tuition will be refunded *pro rata*.

ARTICLE 2.02 PEDAGOGIC RIGHTS

:01 Security of Tenured Teachers

- A. Before making recommendations that entail the elimination of positions held by tenured teachers, the Superintendent shall confer with the FUSE.
- B. If, after consultation with the FUSE, a Board Administrative action under (A) above results in the separation of a tenured teacher from his/her tenured position, that teacher may, within one year from the effective date of termination, and subject to the further provisions of (B) below, make written demand upon the Superintendent of Schools for payment of a sum equal to one-tenth (1/10) of the teacher's last annual salary for each one and one-half years of paid consecutive New Rochelle teaching service as accrued earnings for such service, with a maximum payment of ten-tenths (10/10) of such last annual salary; provided that this provision shall apply only to teachers separated from their positions pursuant

to Section 2510 of the Education Law, and shall not apply to teachers separated from their positions for other reasons permitted by the Education Law. Subject to the further provisions of (D) below, teaching service shall be deemed consecutive for the purposes of this provision notwithstanding intervening layoffs or leaves of absence, but time spent on layoff for unpaid leave of absence shall not be counted as paid service. Demand for accrued earnings pursuant to this provision shall be considered to be resignation from service with the District, and payment by the District shall be considered to be acceptance of such resignation.

- C. If prior to the commencement of payment of accrued earnings pursuant to demand made as provided in (B) above, a position is offered to the tenured teacher either in New Rochelle or in any educational program serving or affiliated with the District, and if the position offered does not diminish the affected teacher's tenure, salary placement and salary advancement rights, then the District's obligation to pay accrued earnings will have been satisfied whether or not the teacher shall accept the position thus offered. If the teacher continues in a tenured teaching position covered by this Agreement, that teacher's benefits under such Agreement shall not be diminished. In the event that the teacher is subsequently separated from the new position for reasons set forth in (B) above, then the provisions in (B) above shall still be applicable to that teacher.
- D. The above paragraphs (B) and (C) do not apply to teachers who, at the time of elimination of a position, are on an extended leave of absence of more than one (1) year, except as the Agreement provides for such extension for personal illness or child-related leave.
- E. The earnings provided under (B) above shall be paid in monthly installments commencing thirty (30) days after demand therefor or thirty (30) days after the effective date of termination, whichever is later, each installment to be equal to one-tenth (1/10) of the teacher's last annual salary.
- F. Part-time employees shall accrue proportional seniority in the District and the building for continuous service in the same tenure area. This seniority will be for the purposes of transfer and lay-off.

:02 Probationary Teachers

- A. Copies of all written evaluations and observations by supervisory personnel must be sent to the observed teacher within fourteen (14) school days of an observation and initialed by him/her.
- B. The probationary teacher shall be entitled to a conference with the supervisor who issued such report and evaluation.
- C. The probationary teacher shall have the right to make written comment on the evaluation in a space provided for that purpose.

- D. A probationary teacher who is advised that his/her services are to be terminated shall be entitled, upon request, to a meeting with the Superintendent (or designated representative) other than the person who made the recommendation for termination of the teacher's service. He/she may be accompanied by a representative of his/her choice.

:03 Teacher Evaluation

The parties will continue to negotiate to implement the professional staff evaluation provisions required by Education Law § 3012-c and any other applicable legislation. The parties have agreed that appeals of professional staff ratings will be limited to appeals from "Developing" or "Ineffective" ratings, and will end with the Superintendent of Schools; *provided, however*, that in the event Education Law § 2510 shall be amended or replaced so as to eliminate "last-in-first-out" rules applicable to layoff or recall from layoff, the parties will re-open negotiations (a) with respect to the ratings appeals process and (b) with respect to the criteria which shall be applied to layoffs which are made other than by inverse seniority.

It is understood that at the conclusion of such negotiations, portions of this Agreement may have been modified or superseded by the further agreement of the parties, or as required by Education Law § 3012-c and/or by Rules of the Board of Regents/Regulations of the Commissioner of Education (to the extent that such rules and/or regulations shall may have been changed of modified by judicial review).

A. Purpose:

The purpose of Teacher Evaluation is:

- 1) To aid the individual teacher in maintaining and improving instructional competence.
- 2) To provide a sound rationale supported by evidence as the basis for administrative decisions concerning retention and assignment of teachers.

B. Definitions:

- 1) Formative Evaluations are based on observations and teacher-supervisor conferences for the purposes of improving instructional competence.
- 2) Summative Evaluations are based on classroom observations and other information known both by the teacher and supervisor and represent a compilation of formative evaluations. Summative evaluations are used as the basis for administrative recommendations for retention and assignment.

C. Goals:

- 1) To establish evaluative guidelines flexible enough to encompass varied theoretical positions and teacher individuality within clearly understood terms of employment.
- 2) To develop fair and equitable criteria understandable to teachers, administrators, supervisors and evaluators.
- 3) To develop a process of evaluation with established monitoring points for discussing and gauging a teacher's individual performance.
- 4) To assure realistic periods of time for the teacher to remedy that phase of performance in need of improvement.
- 5) To develop a plan of evaluation consistent with democratic principles of supervision assuring that criticism is given in a constructive manner.
- 6) To develop a clearly defined procedure for collecting evaluative information.
- 7) To develop procedures for supervisory personnel which clearly explain the roles and expectations by which teachers are evaluated.

D. Conditions:

- 1) Open Evaluation: Supervision, observation and evaluation of the work/performance of a teacher shall be conducted with the knowledge of the teacher.
- 2) Availability of Information: Reasonable effort shall be made to assure that the procedures, guidelines, and criteria for evaluation of teachers are explained to teachers.
- 3) Qualified Evaluators: Only persons certificated by the New York State Education Department to supervise instruction shall evaluate the performance of teachers and recommend administrative actions.
- 4) Determination of Criteria: It is understood that it is the sole responsibility of the administration to determine the criteria for teacher evaluation.

E. Procedures:

- 1) Teachers shall be provided with a written copy of evaluations, observations, memoranda, reports, etc., which relate to the work/performance of the teacher. Initialing of such materials indicates only that said material has been reviewed by the teacher.
- 2) Within ten (10) school days after receipt of the observation-evaluation

report, the teacher shall be permitted to reply on the report form.

3) Evaluation reports shall be in narrative form with space provided for comments by the teacher.

4) Evaluation reports shall include data such as:

a) An indication of the strengths and weaknesses in the teacher's performance.

b) Alternative measures to improve instruction and suggestions for remediation of instruction in any area where criticism is offered.

c) When appropriate, the materials and support within the District which are available to aid the teacher.

5) Every effort shall be made by supervisors to notify professional staff at least two (2) school days in advance of an observation. No formal observation shall be conducted on successive school days. Each formal observation shall be followed by a post-observation conference.

6) Probationary teachers shall be assured a minimum of three (3) classroom observations per school year, each of at least thirty (30) minutes duration.

7) The initial supervisory observation shall be made by appointment and may include a pre- and post-observation conference. A minimum of three observation reports are to be completed each year by April 1st.

8) An additional evaluation report shall be given on or about February 1st concerning the teacher's performance in those areas not directly related to classroom instruction.

9) A summative evaluation in writing, preceded by a conference with the teacher, will be submitted by the appropriate administrator by May 1st, except in the third probationary year when the deadline will be April 15th.

10) At the discretion of the administrator in charge, tenured teachers shall receive a maximum of two (2) formative evaluations per school year. If additional evaluations are deemed necessary, the teacher shall be given prior notice in writing of the reasons for this action and of any possible implications or consequences which may result from additional evaluations.

F. Advisory Evaluation Committee:

1) Membership

The Superintendent shall establish an Evaluation Committee consisting of six (6) members, three (3) members appointed by the Superintendent and three (3) members appointed by the FUSE.

2) Purpose and Responsibility

It shall be the purpose and responsibility of this committee to:

- a) Review the development of the guidelines and the status of the implementation of the goals of Teacher Evaluation.
- b) Review the practice under the procedures and guidelines for Teacher Evaluation.
- c) Issue a written report of such reviews and recommendations to the Superintendent of Schools and the FUSE President by no later than February 1st of each school year.

G. Annual Professional Performance Review ("APPR") Plan

The parties will work together in good faith to negotiate any provisions of APPR requirements which are subject to collective bargaining.

:04 Special Education

- A. Individual Education Plans (I.E.P.'s) shall be available in the school buildings prior to classified students receiving educational services.
- B. The Board and the FUSE agree that Mainstreaming, Inclusion and Consultation are desirable practices provided certain criteria and procedural safeguards are followed. It is important to protect the interests and safety of the children involved in any of these educational delivery systems, as well as the regular classroom students and the general education teachers involved.
- C. In general the District agrees to adhere to the basic premise of providing an appropriate education for each child in the least restrictive setting. Specific procedures and criteria for the implementation of Mainstreaming, Inclusion and Consultation shall be reviewed by a committee consisting of three (3) administrators, three (3) teachers selected by the FUSE and two (2) representative parents. The committee shall make recommendations to the Superintendent in written form.
- D. Wherever possible, the assignment of students to regular classroom teachers will

be balanced among teachers with the goal that no regular classroom teacher should be assigned a greater ratio of students classified as having special needs to other students than the ratio of students classified as having special needs to other students in the school or grade in question, as the case may be. Where a disproportion exists and there is a concern that the effectiveness of instruction or classroom management may be impaired, the parties will review available resources and attempt to develop a remedy.

It is understood that these goals may not be achievable where, for example, a teacher serves as the sole instructor in his/her subject matter for a school or a grade.

:05 Exchange Teacher Leave

- A. Upon recommendation of the Superintendent of Schools, leave for exchange teacher positions under either national or international programs may be granted by the Board to teachers who have successfully completed their required three-year probationary period in the District and who have completed at least an additional two (2) years of competent service.
- B. The District shall compensate any teacher granted exchange teacher leave on the basis of said teacher's regular salary status. Any period served as an exchange teacher shall be applied to the salary schedule set forth in this Agreement as if such period had been served by the teacher in the District.
- C. The District shall grant such teacher early leave with pay when required to meet needs of leave or school.

:06 Filling Vacancies

- A. When teaching positions are excessed, teachers shall have all the rights and privileges afforded under Section 2510 of the Education Law at the time they are excessed.
- B. Teachers who serve one (1) or more years as interim replacements or part-time teachers and who have performed satisfactorily as judged by evaluations, shall be given prior consideration for placement in positions open for probationary appointments over new candidates in the following manner:
 - 1) Those functioning in a K-12 tenure area shall be given such prior consideration for positions that become available in that tenure area in the District, providing such appointments need not become effective until the beginning of the term following the date when it is known that a position is open for a probationary appointment.
 - 2) All other such teachers shall be given such prior consideration in the tenure area in which they are serving for positions which become available in

the elementary, middle, or high school level, whichever is applicable, providing such appointments need not become effective until the beginning of the term following the date when it is known that a position is open for a probationary appointment.

ARTICLE 2.03 PEDAGOGIC COMMITTEES

:01 Educational Policies Committee

- A. The Federation of United School Employees recognizes that the Board of Education is legally charged with the responsibility of establishing policies governing the operation of the school system.
- B. Both parties, however, recognize that the planning and advising on basic education policies, curriculum revision and other matters related to the improvement of the educational program are a joint responsibility of the administrative and teaching staff. The Committee shall have as members the following:
 - 1) Four (4) members of the administrative and supervisory staff appointed by the Superintendent, one (1) of whom shall serve as co-chairperson.
 - 2) A teacher appointed by the FUSE who shall serve as co-chairperson.
 - 3) Six (6) teachers, in addition to the co-chairperson, to be appointed by the Federation of United School Employees, one (1) from New Rochelle High School, one (1) from Albert Leonard Middle School, one (1) from Isaac E. Young Middle School, two (2) elementary school teachers and one (1) member at large.
 - 4) Three (3) teachers appointed by the Superintendent of Schools, one (1) from New Rochelle High School, and one (1) from either of the middle schools and one (1) elementary school teacher.
 - 5) The Superintendent of Schools and the President of the FUSE (or a designee of either), ex-officio.
- C. The Committee shall be jointly chaired by the co-chairpersons.
- D. The Committee shall meet at least once a month during the school year unless the meeting is waived by the mutual consent of the chairpersons. Additional meetings may be called upon the request of either.
- E. The Committee shall call on such District consultants or working committees within the District as are necessary for the proper discharge of its assignment.
- F. All proposals, recommendations and suggestions of the Committee shall be submitted for review to the Superintendent of Schools who shall be provided the opportunity to discuss said proposals with the Educational Policies Committee prior to acting upon same and prior to transmitting said proposals to the Board of

Education.

G. The Committee shall issue no fewer than three (3) reports to the entire staff during the school year.

H. The Superintendent of Schools shall be provided the opportunity to comment on any or all reports prior to and in conjunction with the report(s) to be submitted to the staff.

:02 Evaluation Committee
(See Article 2.02, Section :03)

:03 Mainstreaming Committee
(See Article 2.02, Section :04)

:04 P.P.S. Evaluation Committee

A joint committee consisting of three (3) members designated by the Superintendent of Schools and three (3) members designated by the FUSE, shall be established to review the evaluation process of pupil personnel services staff with a view to develop new techniques for the evaluation of social workers, guidance counselors, and psychologists.

ARTICLE 2.04 TEACHING ASSISTANTS

:01 General Condition

A teaching assistant shall be appointed by the Board of Education to provide, under the supervision of a licensed or certified teacher, direct instructional service to students.

:02 Conditions and Qualifications

In order to qualify for employment as a teaching assistant, a person must:

1) Hold a high school diploma or the equivalent and a minimum of thirty (30) undergraduate credits at an institution recognized by the Education Department of the State of New York or in the District's In-Service Program as approved by the Superintendent of Schools. The Superintendent of Schools may waive all or part of the 30-credit requirement depending upon the candidate's past experience.

2) In the event of reductions in force, reassignments, promotions, or reappointments, seniority rights shall be according to full-time continuous service as a teaching assistant in the vertical area of assignment. Based upon the principle of seniority, the Academic and Special Education teaching assistants shall be considered one (1) vertical area. Reassignments from one (1) of these areas to the other shall require six (6) credits of approved in-service and/or undergraduate study to be successfully completed within a period of two (2) years. Failure to complete this requirement will result in loss of

position. Special Qualification teaching assistants shall accrue seniority only in the specific discipline to which they have been assigned.

3) All qualified teaching assistants on a recall list shall be given first consideration as positions become available in accordance with (2) above. If recall list is exhausted and vacancies become available after October 1st, interim appointments will be made.

4) Teaching assistants may not be used to displace a regular teacher.

5) At the discretion of the administration, teaching assistants employed by the District under classifications 2.04:02 1, 2, and 3 above may be used for any duty in an emergency situation including a reasonable number of assignments as a teacher substitute.

6) Teaching assistants shall be evaluated using the same procedure established for the pedagogic staff except that a minimum of only one (1) summative evaluation per year is required. No formative evaluations shall be required.

7) Vacancies for the position of teaching assistants shall be posted. Qualified candidates shall be interviewed and assigned by the Assistant Superintendent for Personnel (or designee).

8) Teaching assistants shall be placed on the negotiated Teaching Assistant Salary Schedule.

9) When teaching assistants fill in for an absent teacher and no substitute teacher is provided, they shall earn their regular pay and an additional \$60.00 per day. Payments for such coverage in the secondary schools may be aggregated by periods of coverage over multiple days (with five periods counting as one full day); payments in elementary schools may be aggregated by half-days, with a half-day being the entire part of the day either before the lunch period or after the lunch period.

10) Teaching assistants' hours of work are exclusive of lunch, which shall be a minimum of 40 minutes.

11) Computer teaching assistants shall be re-classified as Technical Assistants for salary purposes as set forth in the annexed Teaching Assistant Salary Schedules. However, they shall remain in the general teaching assistant area as described in this Article.

:03 In-Service Education: Teaching Assistants and Teacher Aides

Teaching assistants and teacher aides may be required to attend in-service education programs to be developed by the School District for fifteen (15) hours during the first year of employment, and ten (10) hours in subsequent years. The programs may be offered on Superintendent's Conference Days, on half-days, or after school; if after school, the sessions will not exceed two (2) hours in length.

Teaching assistants and teacher aides will be paid \$300 upon completion of the 15-hour program, and \$200 upon completion of each 10-hour program.

This provision is experimental, and will "sunset" on June 30, 2014 whether or not a successor agreement has been negotiated.

SECTION 3

SCHOOL RELATED PERSONNEL CONDITIONS

ARTICLE 3.01 HOURS AND DAYS OF EMPLOYMENT

:01 Department of Environmental Services/Lunchrooms

The normal work day of the Department of Environmental Services and lunchroom employees shall be eight (8) hours, exclusive of meal time, and the normal work week shall be five (5) days.

:02 Office Employees

The normal work day of office employees shall be seven and one-half (7-½) hours, exclusive of meal time, and the normal work week shall be five (5) days. Office employees assigned to City Hall may make mutually agreeable arrangements with their supervisors for flexible work schedules, subject to the approval of the Superintendent of Schools. Employee requests shall be made in writing to the immediate supervisor, who shall forward the same to the Superintendent of Schools. The Superintendent of Schools or her designee shall approve or reject such application within thirty (30) days of receipt; provided, however, that the remedy for any failure to meet the thirty (30) day deadline will be a directive that the deadline be met, and not that the application will be granted.

Notwithstanding the above, for the 2011-2012 school year, the work day at the District Office, 515 North Avenue, will be 8:00 a.m. to 4:30 p.m., inclusive of a one-hour lunch. Employees who worked a different schedule prior to July 1, 2011 and who wish to continue their prior schedule may do so, provided that any subsequent change shall require the approval of the employee's supervisor. At the end of the 2011-2012 school year, the School District shall decide whether the new hours have impaired service to students, parents, building staff and members of the public; and if there has been no impairment, the hours shall be continued thereafter.

:03 Half-Time Employment

Half-time employment shall be construed to be four (4) hours daily, exclusive of meal time, five (5) days a week.

:04 Summer Hours

During the months of July and August, and during the three (3) major school student/teacher vacation periods as specified in Article 1.07:01(B), the work schedule for all full-time School Related Personnel will be one (1) hour less than their regular schedule, Monday through Friday.

:05 Restrictions on Split Shifts

- A.** An employee presently working a regular day shift shall not be assigned to a split shift unless such employee's hours are changed with the approval of the employee.
- B.** In application of this section, a split shift is defined as a break in continuous employment other than the lunch break which shall not exceed two (2) hours.
- C.** The foregoing shall not affect the right of the District to schedule hours or split shifts for any new employee or position.

:06 Overtime

A. Eligibility

1) With the exception of the Secondary School Plant Facilities Supervisors, all employees shall be paid at the time-and-one-half rate for all hours worked in excess of forty (40) hours in a single work week. Days taken as earned vacation days and as earned compensatory time count as hours worked; paid sick days and paid personal days do not count as hours worked.

2) When Secondary School Plant Facilities Supervisors respond to emergency situations in their buildings out of normal working hours, they will be paid at time-and-one-half rates.

B. Work Week

The normal work week is taken as a standard and does not permit averaging hours over two (2) or more weeks. A work week is the period commencing Sunday and terminating the following Saturday, midnight. Holidays and vacation days are to be considered a work day in determining overtime compensation.

C. Saturdays

Employees shall be paid at the overtime rate of time-and-one-half for all work performed on Saturdays regardless of hours worked during the week except when personal days and/or leave(s) of absence occur during that week.

D. Sundays and Holidays

Authorized Sunday and holiday work will be paid at the rate of double time.

E. Determining Rates

The regular hourly rate shall be obtained by dividing the twelve-month annual salary for the applicable step and grade by two thousand eighty (2080) hours. The time-and-one-half rate shall be the product of the regular hourly rate times one and one-half (1½). The double time rate is two (2) times the regular hourly rate.

F. Payment

The frequency of payroll distribution of overtime shall be determined by the Superintendent.

G. Unauthorized Overtime

No non-exempt employee may work overtime without prior permission to work such overtime, such request to be made in advance by the Department Head, Supervisor, Director, Assistant Superintendent, Principal, etc., to the Superintendent of Schools and/or the Assistant Superintendent for Business and Administration. Prior approval by the Superintendent of Schools and/or the Assistant Superintendent for Business and Administration shall be required before such work is performed, except in extreme emergencies. Such unauthorized overtime work applies to work done during meal periods. Gratuitous unreported overtime is prohibited.

H. Emergency Overtime - Department of Environmental Services Employees

1) Overtime compensation of time-and-one-half shall be paid to full-time employees in the Department of Environmental Services who are required to work after 7:00 p.m. on a Saturday or on any night, except Sunday, or Holiday, when their services are required by an emergency threatening severe loss or damage to life, property or facilities, such as severe rainstorms giving rise to flood conditions, severe snow storms clogging School District property, severe icing conditions making School District property dangerous, severe windstorms uprooting trees, multiple alarm fires, etc.

2) If schools and offices are closed and when the emergency job is completed and they have no further necessary responsibilities, they shall be able to go home. They may also receive compensatory time if working a regular day.

I. Minimum Overtime

There shall be a minimum of three (3) hours (except when part of an unbroken day) overtime pay for head custodians and assistant custodians. This provision

applies to unforeseen events requiring a staff member to come in to work; it does not apply to regularly-scheduled assignments such as building checks, which will be paid at the regular Saturday, Sunday or overtime rate, as applicable.

J. Alternate Work Week Assignments

In order to promote efficiencies, limit the use of part-time hourly workers, reduce reliance on outside contractors, and increase the amount of work to be done by F.U.S.E. unit members, the parties have agreed that notwithstanding anything to the contrary in the preceding sub-sections (B), (C) and (D), the School District may, on and after July 1, 2015, establish regular Tuesday through Saturday and Wednesday through Sunday work weeks (jointly, "the alternate work weeks"), as follows:

1. Alternate work week positions will be posted in advance.
2. Assignments to the alternate work weeks will be limited to staff first employed on or after July 1, 2015, and to other staff who volunteer for alternative work week assignments. Volunteers shall have preference over new hires for alternate work week assignments.
3. The School District will not create new titles for alternate work week assignments without first negotiating such titles with the F.U.S.E.
4. Contractual holidays will be observed for alternate work week assignments as they are for Monday-Friday work week assignments: in other words, if a day of the week is a contract holiday for Monday-Friday staff, the next work day in the alternate work week will be a paid holiday for alternate work week staff.
5. The regular days of the alternate work weeks will be paid at straight time. For Tuesday-Saturday staff, Sunday work will be paid at time-and-one-half overtime, and Monday work will be paid at double time. For Wednesday-Sunday staff, Monday work will be paid at time-and-one-half overtime, and Tuesday work will be paid at double time.
6. Except as noted above, working hours and schedules for the alternate work week will "mirror" existing arrangements for the traditional Monday-Friday work week.
7. A joint committee of F.U.S.E, and School District representatives shall convene from time to time as necessary to review the effectiveness of the alternate work week arrangements.

:07 Safety and Relief Time

Any School Related Personnel whose duty requires periods of work of fourteen (14) or

more consecutive hours due to emergency conditions shall be granted an unpaid relief period of eight (8) hours before being required to return to work. It is understood that all essential jobs will be covered. The District shall make every effort to provide coverage in such instances.

:08 School and Office Closings

When schools and offices are closed for students and teachers due to an emergency, they shall also be closed for secretaries, clerical employees, mechanics, etc. and the day(s) shall not be counted against sick time or vacation days.

:09 Snow Days

When schools are closed for students due to snow, Plant Facilities staff with regularly-assigned snow removal responsibilities (Secondary Plant Supervisors, Custodians, Assistant Custodians, laborers and outside grounds staff, including motor vehicle operators as needed) are expected to report to work as part of their normal job responsibilities, and these staff members will be paid overtime for any hours outside their regular shifts. In the event that the weather condition has caused other damage (such as electrical outages, plumbing issues, or structural damage) which requires emergency remediation or that damage be secured to protect District premises, then other Department of Environmental Services staff may be called in as needed as part of their normal job responsibilities, and these staff members will be paid overtime for any hours outside their regular shifts. Other instructional and non-instructional District staff are not expected to report to work. The first two snow closing days in any school year will not be charged against any absence allowance; snow closing days beyond two in any school year will be charged against accumulated sick leave.

ARTICLE 3.02 MANAGEMENT RIGHTS

It is the right of the District to determine the standards of service to be observed by the District; determine the standards of selection for employment; direct the employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the contents of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work provided such decisions or actions do not derogate from the rights, substantive and procedural, otherwise provided by this Agreement or heretofore enjoyed or possessed by School Related Personnel under law or to which they may hereafter become entitled by law. The District's decisions on those matters, within the scope of the District's rights, are not subject to collective negotiations. The District shall, however, notify the FUSE seven (7) days in advance of any change in working methods or conditions, except where such change is required by an emergency or major disaster over which the District has no control.

ARTICLE 3.03 SCHOOL RELATED PERSONNEL RIGHTS AND CONDITIONS

:01 Removal and Other Disciplinary Action

A. Labor and non-competitive class employees, appointed prior to July 1, 1993, shall be given the same protection under this section, insofar as removal and other disciplinary action is concerned, after satisfactory completion of twelve (12) months of probationary service.

B. Labor and non-competitive class employees appointed July 1, 1993 or after shall be given the same protection under this section insofar as removal and other disciplinary action is concerned, after satisfactory completion of thirty-six (36) months of probationary service.

C. Eligibility

This Article establishes an alternate disciplinary procedure for members of the bargaining unit. It shall apply to competitive class positions after one year of District service, and to all other unit positions as provided in sub-paragraphs A and B above. The disciplinary procedure provided herein is not applicable to probationary or provisional competitive class employees.

D. Waiver of Rights Under Sections 75 and 76 of Civil Service Law

The disciplinary procedure set forth in this Article for incompetence and/or misconduct shall apply to employees as provided herein in lieu of the procedures specified in Civil Service Law Sections 75 and 76. The School District and the FUSE fully understand and agree that the provisions of the Civil Service Law herein stated shall not apply to disciplinary action instituted against Unit members and they fully understand and agree that those members of the Unit who would be entitled to the rights set forth in the Civil Service Law have expressly waived their rights and that all further disciplinary action shall be conducted under the procedures contained in this Article.

E. Employee Rights

1. An employee shall be entitled to representation by the FUSE at each stage of the disciplinary procedure.

2. An employee shall not be disciplined for acts which occurred more than 18 months prior to the date of the notice of proposed disciplinary action, except where the act(s) would constitute a crime. In any event this provision will not limit the School District and the hearing officer from considering the entire employment record, including but not limited to any previous counseling or discipline with respect to the same or similar acts, with respect to the appropriateness of the penalty to be imposed.

F. Procedure

1. Disciplinary counseling and progressive discipline will be utilized where appropriate. The School District agrees to utilize disciplinary counseling as an initial intervention where feasible, but it is understood that disciplinary counseling is not required to be utilized by the School District in all instances, and that more serious discipline may be imposed in the first instance for serious offenses. Serious offenses, including but not limited to, theft and other acts of dishonesty, damage to and/or destruction of property, refusal to work, endangering the safety of workers and/or students and/or visitors, may not warrant progressive discipline. In such instances, the School District may impose reprimand, fines, suspensions and even termination without the use of disciplinary counseling. In no instance, however, do employees waive any other contractual rights with regard to discipline, as outlined in this Article.

2. Where a penalty more severe than disciplinary counseling is sought by the School District, the employee will be served, either personally or by certified mail sent to his/her last address on record with the School District, with written notice of discipline describing the alleged acts forming the basis for the disciplinary action. In addition the notice shall contain a proposed penalty (but the proposed penalty may be amended at any time thereafter). A copy of the notice of discipline will be presented to the President of the FUSE.

3. The School District may unilaterally impose any of the following disciplinary penalties: a reprimand, a fine not to exceed \$100 to be deducted from salary or wages, or a suspension without pay for up to 30 working days. The imposition of any of the foregoing enumerated penalties may be challenged by the FUSE in arbitration before a single Arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association, with the compensation of the arbitrator to be shared equally between the FUSE and the District. The standard of review to be applied by the Arbitrator shall be whether the findings upon which discipline was based were supported by substantial evidence, and whether the penalty imposed was arbitrary or capricious.

4. In the event that the School District seeks to impose a penalty of suspension without pay for more than 30 days, demotion in grade and/or title or dismissal, the employee has the right to a hearing before a hearing officer pursuant to the procedure set out hereafter. (See G. Hearing, below.)

a. In such cases the School District shall provide the employee with a notice of discipline, which shall include the following:

- i. Notice of the right to a hearing before a hearing officer.
- ii. Notice of the right to be represented at said hearing by a representative.

b. The employee must request such a hearing by submitting a written request to the School District within 10 calendar days after receipt of the notice of discipline if he/she disagrees with the proposed penalty set therein. Absent a valid reason, failure to file such

a request within 10 calendar days of receipt of the notice of discipline will constitute acceptance of the proposed penalty by the employee and will settle the matter in its entirety.

5. The School District will provide copies of all notices of disciplinary charges to the President of the FUSE.

G. Hearing

1. A panel of three (3) hearing officers will be selected mutually by the School District and the FUSE. Said list will remain in existence during the term of this agreement, provided, however, that either party may strike a panelist after a hearing and decision, in which event the parties shall endeavor to agree on a replacement. Hearing officers shall serve on a rotating basis. The cost of the hearing officers' services shall be equally borne by the School District and the FUSE.

2. The School District shall notify the hearing officer who is next in rotation of the need for a hearing within 10 calendar days after receipt of the employee's written request for a hearing.

3. The hearing officer shall schedule a hearing as soon as possible but in no event later than 30 calendar days of receipt of the School District's notification of need for a hearing.

4. The initial hearing panel shall consist of Carol Wittenberg, Howard Edelman and Jay Siegel. In the event that no panelist is available to conduct a hearing within 30 calendar days after receipt of notification of need for a hearing, or in the event that all panelists have been stricken, then a hearing officer shall be chosen from a panel to be proposed by the American Arbitration Association pursuant to the Labor Arbitration Rules. The parties may change the composition of the hearing panel by mutual agreement at any time.

5. Hearing Procedure

a. The burden of proof in such a disciplinary hearing shall fall upon the School District. The School District must prove the charges by substantial evidence.

b. Compliance with the technical rules of evidence shall not be required in such a hearing.

c. The employee and his/her chosen representative shall have the right in such a hearing to call witnesses and to cross-examine witnesses called by the School District. The School District shall have the right to cross-examine witnesses called by the employee.

6. Either party wishing a transcript at a disciplinary hearing may make arrangements to prepare one at its own expense, and in such case shall provide a copy to the hearing

officer and to the other party without cost. The use of a transcript is to be discouraged, and the request for such a transcript shall not extend the date that a final determination is to be made.

H. Hearing Officer's Authority

- a. The decision of the hearing officer shall be rendered within 30 calendar days of the close of the hearing.
- b. The hearing officer shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto, or to add any new provisions to this agreement or any amendment or supplement thereto. Rather, the hearing officer is limited to determining guilt or innocence and the appropriateness of the proposed penalty. Should the hearing officer determine that the proposed penalty is inappropriate he/she may impose an alternative penalty.
- c. The determination of a hearing officer shall be final and is not subject to the grievance procedure set forth herein. The determination of the hearing officer is to be considered an arbitrator's award and is reviewable in court under Article 75 of the Civil Practice Law and Rules.

I. Suspension Without Pay

1. Pending the hearing and final determination in a disciplinary matter pursuant to this procedure, the employee against whom the School District seeks to impose discipline may be suspended without pay for up to thirty (30) calendar days if the School District determines that there is reason to believe that the employee's presence on the job represents a potential danger to person(s) or property or would seriously interfere with operations. Such determination shall be reviewable by the hearing officer to determine whether the School District had a reasonable basis for such determination. Where such a suspension has been imposed notice of discipline will be served within 24 hours thereafter.
2. If in such a case an employee has been suspended pending the outcome of a hearing and the hearing officer finds that suspension was unwarranted or that the penalty is too severe, the employee shall be reinstated and compensated for all lost time less any suspension imposed by the hearing officer and less the amount of compensation which he/she may have received from other employment or in the form of any type of state or federal benefits during the period of suspension.

:02 Seniority in Layoff

- A. Where layoffs may be required, the least senior employee shall be the first laid off, providing the residual more senior employees can fully and adequately perform the jobs of any less senior employees who may otherwise be laid off. Thus, as a general rule, seniority shall be observed except where the Board shall determine job skills, experience,

training, ability or the like require exceptions to seniority.

B. The Board's determination will be final, and/or if in the judgment of the Board, a reduction in hours in categories rather than layoffs is desirable, this shall be at the discretion of the Board.

C. Non-classified employees who have been laid off due to abolition of position shall be entitled to preferred eligibility recall rights substantially similar to those enjoyed by classified employees, provided that the employee seeking recall can fully and adequately perform the job to be filled. Thus, as a general rule, seniority shall be observed except where the Board shall determine job skills, experience, training, ability or the like require exceptions to seniority.

:03 Transfers

A. Transfers of Department of Environmental Services employees from the night crew to the day crew shall be based on seniority and written recommendation of immediate supervisors, secondary school plant facilities supervisors or the custodians of the buildings in which the employee has been serving. Such recommendations shall be based on evaluations to be submitted in writing annually by the immediate supervisors. Evaluations are to be based on criteria established by the administrative staff.

B. Involuntarily transferred employees shall receive notice seven (7) work days prior to the transfer.

C. Seniority shall be based on the time interval from the date of probationary appointment in the particular job classification subject to transfer. Said interval shall consist of continuous service, except that leaves of absence without pay for the following shall not constitute a break in continuous service, to be with or without credit as noted:

1) For personal illness - such time on leave shall not be included in determining the length of service.

2) For compensable injury or illness - such time on leave shall be included in determining length of service.

3) For military leave - such time on leave shall be included in determining length of service.

4) For serving in another position in the District - such time on leave shall be included in determining the length of service.

:04 Termination Pay

Full-time and half-time employees whose positions are abolished shall be entitled to the following termination pay:

A. After five (5) but less than eleven (11) full fiscal years of continuous employment said employee shall be entitled to termination pay of one and one-half (1½) months' pay.

B. After eleven (11) but less than sixteen (16) full fiscal years of continuous employment said employee shall be entitled to two (2) months' termination pay.

C. After sixteen (16) full fiscal years of continuous employment said employee shall be entitled to three and one-half (3½) months' termination pay.

D. In computing years of service under this section, a year during which an employee is absent on an authorized leave of absence without pay which leave requires a formal Board resolution and does not exceed six (6) months shall be included as a full year of service, provided that only one such leave of absence shall be credited in the computation of years of continuous service.

E. Demand for accrued earnings pursuant to this provision shall be considered to be a resignation from service with the District, and payment by the District shall be considered to be acceptance of such resignation.

:05 Holidays

A. All employees shall receive the holidays required by law and granted by the calendar negotiated with the Board. Such holidays shall be eighteen (18) days during any one calendar year.

B. When a holiday falls on a Saturday and District offices or schools are not closed in observance on the Friday previous because of such holiday, and unless such holiday observance has not been specified by the State, all twelve-month employees shall be granted compensatory time off at the convenience of the department head.

:06 Vacations

A. Allowances

Effective July 1st of each fiscal year, all twelve-month employees shall be entitled to the following vacation allowances:

1) Less than five (5) full fiscal years of continuous employment; twelve (12) working days per annum. For periods of less than a full fiscal year, said employee shall be entitled to a vacation allowance of one (1) day for each full calendar month of employment, not to exceed twelve (12) days per annum.

2) More than five (5) but less than fifteen (15) full fiscal years of continuous employment; seventeen (17) working days per annum. When an employee terminates employment prior to completing a full fiscal year, or when an employee has been on leave of absence without pay, the vacation entitlement of said employee shall be reduced by one and one-half (1-1/2) days for each month in which said employee is on leave of

absence without pay; in the case of termination, the same reduction of vacation entitlement shall become effective as of the month such termination occurs.

3) More than fifteen (15) full fiscal years of continuous employment; twenty (20) working days per annum. When an employee terminates employment prior to completing a full fiscal year, or when an employee has been on leave of absence without pay, the vacation entitlement of said employee shall be reduced by one and three-fourths (1-3/4) days for each month in which said employee is on leave of absence without pay to the nearest lowest half day; in the case of termination, the same reduction of vacation entitlement shall become effective as of the month such termination occurs.

B. Vacation Credit Restriction

Credit toward earning vacation entitlement shall not be given for years in which leaves of absence without pay are granted in excess of three (3) months although such leaves are not to be considered a break in the continuity of employment.

C. Vacation Time Options

All custodial and cleaning staff employees shall be entitled to take their earned vacations during the school year, or during school vacation periods, provided that adequate coverage is maintained at no added expense to the District. Applications must be honored on the basis of seniority.

:07 Accumulated and Unused Vacation Time

A. Unused Vacation Time

1) All 12-month employees should use the vacation time earned during any fiscal year prior to the end of the fiscal year immediately following the year in which it was earned.

2) Under special circumstances and with permission of the Supervisor, an employee may carry over ten (10) unused vacation days into the next fiscal year.

B. Retirement Leave

In the final year during which retirement of an employee is scheduled, and upon recommendation of the department head and the approval of the Superintendent of Schools:

1) An employee in the 25th year of service shall be granted vacation leave with pay for one calendar month plus four (4) days for each additional year beyond twenty-five (25) and prior to but not including the 30th year, in addition to regularly scheduled annual vacation;

2) An employee in the 30th year of service shall be granted vacation leave

with pay for two (2) calendar months plus four (4) days for each additional year beyond thirty (30) and prior to but not including the 35th year, in addition to regularly scheduled annual vacation leave;

3) An employee in the 35th year of service shall be granted vacation leave with pay for three (3) calendar months plus four (4) days for each additional year beyond thirty-five (35) and prior to but not including the 40th year, in addition to regularly scheduled annual vacation leave;

4) An employee in the 40th year of service or beyond, shall be granted vacation leave with pay for four (4) calendar months in addition to regularly scheduled annual leave;

5) Department heads, in any recommendations for additional vacation leave as above provided, shall consider attendance records and quality of work performed in recommending the amount of additional vacation leave for any employee.

6) Years of service during which an employee has been employed for less than twelve (12) months or has been granted a leave of absence without pay, shall not be considered in the determination of years of service for the purpose of granting vacation leave with pay under this section.

C. Payment Computation

Cash payment of the monetary value of accumulated and unused vacation time shall be computed on the basis of twenty (20) days per month. The rate of pay for accumulated unused vacation time shall be at the rate of pay being received at the time such vacation time was earned.

:08 Compensatory Time at Retirement

Effective as of February 1, 2003, employees in the title of Secondary Plant Supervisor, who have served the School District for twenty (20) years or more with a clear records of meritorious service, shall upon retirement and on recommendation of the Superintendent of Schools, be compensated at one-half pay for unused compensatory time, not to exceed a total payment for compensatory time equal to thirty (30) days pay.

To qualify for this payment, the resignation for retirement purposes must be effective at the end of a school year or a semester break, with notice given on or before October 1 for a semester break, and on or before March 1 for the end of a school year; however, this notification requirement will be waived where the employee is unable to give the requisite notice by reason of a serious personal illness or a serious illness in the immediate family.

:09 Retirement Plan

The District shall pay the full cost to include all eligible employees in the so-called

"Improved Career Retirement Plan" which is authorized by Section 75-i of the Retirement and Social Security Law of the State of New York.

Subject to continuing authorization by the State Legislature of accumulated sick leave benefits, the Board of Education has adopted Resolution 72-290 providing that upon retirement an employee shall receive credit for the unused portion of his accumulated sick leave in accordance with Section 41-j of the Retirement and Social Security Law.

:10 Service Leave

Employees who have served the District for twenty (20) years or more with a clear record of meritorious service may, on recommendation of the department head, the Assistant Superintendent for Business and Administration and the Superintendent of Schools, be granted service leave at 80% pay for a two-month period in addition to the regular vacation allowance, provided that such leave be granted at such time and in such fashion that the orderly operation of the District be not adversely affected, such leave to be granted but once.

:11 Employee Education

In furtherance of its desire to provide opportunities for continuing education for its employees, the District may exercise the option to institute in-service training programs. Participation in such in-service training programs shall be given consideration in decisions relating to job advancement or promotion.

:12 Foul Weather Gear

Rain gear for Department of Environmental Services employees and bus monitors shall be provided by the District. This gear shall be worn only while the employee is on District duty or traveling to and from his/her appropriate assignment. It is agreed that reasonable care will be taken with this rain gear.

:13 School Related Personnel Evaluation Procedure

A. Purpose

The purpose of the evaluation is:

- 1) To aid the employee in maintaining and improving work performance, and
- 2) To collect evidence upon which to base administrative decisions related to retention and assignment of employees.

B. Definitions

- 1) Formative evaluations are a compilation of all data pertaining to employee performance.

2) Summative evaluations are a compilation of all formative evaluations and are used as the basis for administrative decisions relating to assignment and retention.

C. Conditions

1) Formal Evaluation: Supervision, observation and evaluation of the work performance of an employee shall be conducted with the full knowledge of the employee. The evaluator of Secondary School Plant Supervisors shall be the Director of Environmental Services.

2) Informal Supervision: Supervision of the employee work performance may take place at any time at the discretion of the administration.

3) Availability of Information: Reasonable effort shall be made to assure that the procedures, guidelines and criteria for evaluation of employees are available to employees.

D. Procedures

1) Employees shall be provided with a written copy of evaluations, observations, memoranda, reports, etc. which relate to their work performance. The employee shall be permitted to reply to any and all such material. Employee signatures on such materials indicate only that said material has been seen by the employee.

2) Within eight (8) work days after the receipt of the observation and/or evaluation materials, the employee shall be permitted to reply. Failure to reply within the above stated time period will be deemed as approval of the observation and/or evaluation materials.

3) Evaluation/Observation Reports shall include:

a) A rating of employee performance.

b) Alternative measures to improve work performance in areas where criticism is offered.

4) Probationary employees shall be assured a minimum of one (1) formative evaluation at the end of the third month probationary period and one (1) summative evaluation two (2) weeks before the end of the six-month probationary period.

5) Conferences related to employee job performance may be requested at any time by the employee and/or the administrator.

6) There may be one (1) summative evaluation per year per employee.

7) All School Related Personnel, whether ten (10) or twelve (12) month,

provisional, temporary, hourly, or non-annualized, shall be evaluated at least once each year in the month of March.

:14 School Related Personnel Evaluation Form

The School District and the FUSE have agreed to an enhanced and improved School Related Personnel Evaluation Form, effective July 1, 1998. See Appendix 1.

:15 Filling New Positions

When a School Related Personnel (SRP) position becomes vacant due to, for example, retirement, resignation or termination, and where the position is to be re-filled, the School District shall fill the vacancy by hiring a permanent employee in a reasonable and timely manner.

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SECTION 4

PEDAGOGIC COMPENSATION AND PLACEMENT

ARTICLE 4.01 SALARY SCHEDULES - PEDAGOGIC

TEACHER SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2015*

| Step | BA | BA15 | BA30 | MA | BA60 | MA30 | MA60 | MA90 | DR |
|-----------|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 56068 | 58132 | 60650 | 64501 | 66235 | 67966 | 71778 | 74626 | 74626 |
| 2 | 56068 | 58132 | 60650 | 64501 | 66235 | 67966 | 71778 | 74626 | 74626 |
| 3 | 56068 | 58132 | 60650 | 64501 | 66235 | 67966 | 71778 | 74626 | 74626 |
| 4 | 63046 | 65473 | 67966 | 72593 | 74491 | 76387 | 80221 | 83067 | 83067 |
| 5 | 63046 | 65473 | 67966 | 72593 | 74491 | 76387 | 80221 | 83067 | 83067 |
| 6 | 63046 | 65473 | 67966 | 72593 | 74491 | 76387 | 80221 | 83067 | 83067 |
| 7 | 70862 | 72877 | 76387 | 82335 | 84251 | 86169 | 90144 | 92989 | 92989 |
| 8 | 70862 | 72877 | 76387 | 82335 | 84251 | 86169 | 90144 | 92989 | 92989 |
| 9 | 70862 | 72877 | 76387 | 82335 | 84251 | 86169 | 90144 | 92989 | 92989 |
| 10 | 78817 | 81016 | 84811 | 92581 | 94502 | 96423 | 99881 | 103675 | 103675 |
| 11 | 78817 | 81016 | 84811 | 92581 | 94502 | 96423 | 99881 | 103675 | 103675 |
| 12 | 83381 | 85578 | 90776 | 99317 | 101264 | 103207 | 106699 | 110504 | 110504 |
| 13 | 87946 | 90144 | 96740 | 106055 | 108024 | 109994 | 113514 | 117334 | 117334 |
| 14 | 87946 | 90144 | 96740 | 106055 | 108024 | 109994 | 113514 | 117334 | 117334 |
| 15 | 92483 | 94934 | 102498 | 113819 | 117901 | 121985 | 128417 | 131040 | 131040 |
| 16 | 92483 | 94934 | 102498 | 113819 | 117901 | 121985 | 128417 | 131040 | 131040 |
| 17 | 92483 | 94934 | 102498 | 113819 | 117901 | 121985 | 128417 | 131040 | 131040 |
| 18 | 92483 | 94934 | 102498 | 113819 | 117901 | 121985 | 128417 | 131040 | 131040 |
| 19 | 92483 | 94934 | 102498 | 113819 | 117901 | 121985 | 128417 | 131040 | 131040 |
| 20 | 93709 | 96156 | 104337 | 116275 | 120354 | 124434 | 131851 | 134476 | 134476 |
| | | | | | | | | | |
| Longevity | 96989 | 99521 | 107989 | 120345 | 124566 | 128789 | 136466 | 139183 | 139183 |

* No new employees hired after November 15, 1983, with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA+15 or the BA+30 Salary Schedules.

** No new employees hired after July 1, 1984, with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA+60 Salary Schedules.

*** Entry to MA+90 Salary Schedule is limited to teachers who have met the educational requirements set forth in this Agreement and who have reached Step 15 of the MA+60 Salary Schedule

**** Effective at the beginning of the 5th year following placement at Step 15.

**TEACHER SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2016***

| Step | BA | BA15 | BA30 | MA | BA60 | MA30 | MA60 | MA90 | DR |
|-----------|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 56909 | 59004 | 61560 | 65469 | 67229 | 68985 | 72855 | 75745 | 75745 |
| 2 | 56909 | 59004 | 61560 | 65469 | 67229 | 68985 | 72855 | 75745 | 75745 |
| 3 | 56909 | 59004 | 61560 | 65469 | 67229 | 68985 | 72855 | 75745 | 75745 |
| 4 | 63992 | 66455 | 68985 | 73682 | 75608 | 77533 | 81424 | 84313 | 84313 |
| 5 | 63992 | 66455 | 68985 | 73682 | 75608 | 77533 | 81424 | 84313 | 84313 |
| 6 | 63992 | 66455 | 68985 | 73682 | 75608 | 77533 | 81424 | 84313 | 84313 |
| 7 | 71925 | 73970 | 77533 | 83570 | 85515 | 87462 | 91496 | 94384 | 94384 |
| 8 | 71925 | 73970 | 77533 | 83570 | 85515 | 87462 | 91496 | 94384 | 94384 |
| 9 | 71925 | 73970 | 77533 | 83570 | 85515 | 87462 | 91496 | 94384 | 94384 |
| 10 | 79999 | 82231 | 86083 | 93970 | 95920 | 97869 | 101379 | 105230 | 105230 |
| 11 | 79999 | 82231 | 86083 | 93970 | 95920 | 97869 | 101379 | 105230 | 105230 |
| 12 | 84632 | 86862 | 92138 | 100807 | 102783 | 104755 | 108299 | 112162 | 112162 |
| 13 | 89265 | 91496 | 98191 | 107646 | 109644 | 111644 | 115217 | 119094 | 119094 |
| 14 | 89265 | 91496 | 98191 | 107646 | 109644 | 111644 | 115217 | 119094 | 119094 |
| 15 | 93870 | 96358 | 104035 | 115526 | 119670 | 123815 | 130343 | 133006 | 133006 |
| 16 | 93870 | 96358 | 104035 | 115526 | 119670 | 123815 | 130343 | 133006 | 133006 |
| 17 | 93870 | 96358 | 104035 | 115526 | 119670 | 123815 | 130343 | 133006 | 133006 |
| 18 | 93870 | 96358 | 104035 | 115526 | 119670 | 123815 | 130343 | 133006 | 133006 |
| 19 | 93870 | 96358 | 104035 | 115526 | 119670 | 123815 | 130343 | 133006 | 133006 |
| 20 | 95115 | 97598 | 105902 | 118019 | 122159 | 126301 | 133829 | 136493 | 136493 |
| | | | | | | | | | |
| Longevity | 98444 | 101014 | 109609 | 122150 | 126435 | 130722 | 138513 | 141270 | 141270 |

* No new employees hired after November 15, 1983, with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA+15 or the BA+30 Salary Schedules.

** No new employees hired after July 1, 1984, with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA+60 Salary Schedules.

*** Entry to MA+90 Salary Schedule is limited to teachers who have met the educational requirements set forth in this Agreement and who have reached Step 15 of the MA+60 Salary Schedule

**** Effective at the beginning of the 5th year following placement at Step 15.

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**TEACHER SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2017***

| Step | BA | BA15 | BA30 | MA | BA60 | MA30 | MA60 | MA90 | DR |
|-----------|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 57763 | 59889 | 62483 | 66451 | 68237 | 70020 | 73948 | 76881 | 76881 |
| 2 | 57763 | 59889 | 62483 | 66451 | 68237 | 70020 | 73948 | 76881 | 76881 |
| 3 | 57763 | 59889 | 62483 | 66451 | 68237 | 70020 | 73948 | 76881 | 76881 |
| 4 | 64952 | 67452 | 70020 | 74787 | 76742 | 78696 | 82645 | 85578 | 85578 |
| 5 | 64952 | 67452 | 70020 | 74787 | 76742 | 78696 | 82645 | 85578 | 85578 |
| 6 | 64952 | 67452 | 70020 | 74787 | 76742 | 78696 | 82645 | 85578 | 85578 |
| 7 | 73004 | 75080 | 78696 | 84824 | 86798 | 88774 | 92868 | 95800 | 95800 |
| 8 | 73004 | 75080 | 78696 | 84824 | 86798 | 88774 | 92868 | 95800 | 95800 |
| 9 | 73004 | 75080 | 78696 | 84824 | 86798 | 88774 | 92868 | 95800 | 95800 |
| 10 | 81199 | 83464 | 87374 | 95380 | 97359 | 99337 | 102900 | 106808 | 106808 |
| 11 | 81199 | 83464 | 87374 | 95380 | 97359 | 99337 | 102900 | 106808 | 106808 |
| 12 | 85901 | 88165 | 93520 | 102319 | 104325 | 106326 | 109923 | 113844 | 113844 |
| 13 | 90604 | 92868 | 99664 | 109261 | 111289 | 113319 | 116945 | 120880 | 120880 |
| 14 | 90604 | 92868 | 99664 | 109261 | 111289 | 113319 | 116945 | 120880 | 120880 |
| 15 | 95278 | 97803 | 105596 | 117259 | 121465 | 125672 | 132298 | 135001 | 135001 |
| 16 | 95278 | 97803 | 105596 | 117259 | 121465 | 125672 | 132298 | 135001 | 135001 |
| 17 | 95278 | 97803 | 105596 | 117259 | 121465 | 125672 | 132298 | 135001 | 135001 |
| 18 | 95278 | 97803 | 105596 | 117259 | 121465 | 125672 | 132298 | 135001 | 135001 |
| 19 | 95278 | 97803 | 105596 | 117259 | 121465 | 125672 | 132298 | 135001 | 135001 |
| 20 | 96542 | 99062 | 107491 | 119789 | 123991 | 128196 | 135836 | 138540 | 138540 |
| | | | | | | | | | |
| Longevity | 99921 | 102529 | 111253 | 123982 | 128331 | 132683 | 140590 | 143389 | 143389 |

* No new employees hired after November 15, 1983, with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA+15 or the BA+30 Salary Schedules.

** No new employees hired after July 1, 1984, with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA+60 Salary Schedules.

*** Entry to MA+90 Salary Schedule is limited to teachers who have met the educational requirements set forth in this Agreement and who have reached Step 15 of the MA+60 Salary Schedule

**** Effective at the beginning of the 5th year following placement at Step 15.

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**TEACHING ASSISTANT SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2015**

| TA 6-HOUR SALARIES | | | | TA 7-HOUR SALARIES | | | |
|--------------------|-------|-------|-------|--------------------|-------|-------|-------|
| | 1 | 2 | 3 | | 1 | 2 | 3 |
| Step | | | | Step | | | |
| 1 | 30261 | 31717 | 33450 | 1 | 35183 | 36882 | 38614 |
| 2 | 30261 | 31717 | 33450 | 2 | 35183 | 36882 | 38614 |
| 3 | 32692 | 34150 | 35881 | 3 | 38023 | 39726 | 41458 |
| 4 | 32692 | 34150 | 35881 | 4 | 38023 | 39726 | 41458 |
| 5 | 35132 | 36587 | 38320 | 5 | 40865 | 42564 | 44301 |
| 6 | 35132 | 36587 | 38320 | 6 | 40865 | 42564 | 44301 |
| 7 | 36348 | 37802 | 39537 | 7 | 42285 | 43983 | 45715 |
| 8 | 36348 | 37802 | 39537 | 8 | 42285 | 43983 | 45715 |
| 9 | 36348 | 37802 | 39537 | 9 | 42285 | 43983 | 45715 |
| 10 | 36960 | 38416 | 40146 | 10 | 42998 | 44702 | 46436 |
| 11 | 36960 | 38416 | 40146 | 11 | 42998 | 44702 | 46436 |
| 12 | 37566 | 39026 | 40759 | 12 | 43703 | 45409 | 47139 |
| 13 | 37566 | 39026 | 40759 | 13 | 43703 | 45409 | 47139 |
| 14 | 37566 | 39026 | 40759 | 14 | 43703 | 45409 | 47139 |
| 15 | 39790 | 41244 | 42980 | 15 | 46304 | 48001 | 49733 |
| 16 | 39790 | 41244 | 42980 | 16 | 46304 | 48001 | 49733 |
| 17 | 39790 | 41244 | 42980 | 17 | 46304 | 48001 | 49733 |
| 18 | 42015 | 43465 | 45199 | 18 | 48897 | 50592 | 52329 |
| 19 | 42015 | 43465 | 45199 | 19 | 48897 | 50592 | 52329 |
| 20 | 42624 | 44084 | 45815 | 20 | 49608 | 51312 | 53045 |
| | | | | | | | |
| Longevity | 44116 | 45627 | 47419 | Longevity | 51344 | 53108 | 54902 |

Schedule 1 - CERTIFIED
Schedule 2 – 90 CREDITS
Schedule 3 – BA/BS

Computer TA's + \$1,000

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**TEACHING ASSISTANT SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2016**

| TA 6-HOUR SALARIES | | | | TA 7-HOUR SALARIES | | | |
|--------------------|-------|-------|-------|--------------------|-------|-------|-------|
| | 1 | 2 | 3 | | 1 | 2 | 3 |
| Step | | | | Step | | | |
| 1 | 30715 | 32193 | 33952 | 1 | 35711 | 37435 | 39193 |
| 2 | 30715 | 32193 | 33952 | 2 | 35711 | 37435 | 39193 |
| 3 | 33182 | 34662 | 36419 | 3 | 38593 | 40322 | 42080 |
| 4 | 33182 | 34662 | 36419 | 4 | 38593 | 40322 | 42080 |
| 5 | 35659 | 37136 | 38895 | 5 | 41478 | 43202 | 44966 |
| 6 | 35659 | 37136 | 38895 | 6 | 41478 | 43202 | 44966 |
| 7 | 36893 | 38369 | 40130 | 7 | 42919 | 44643 | 46401 |
| 8 | 36893 | 38369 | 40130 | 8 | 42919 | 44643 | 46401 |
| 9 | 36893 | 38369 | 40130 | 9 | 42919 | 44643 | 46401 |
| 10 | 37514 | 38992 | 40748 | 10 | 43643 | 45373 | 47133 |
| 11 | 37514 | 38992 | 40748 | 11 | 43643 | 45373 | 47133 |
| 12 | 38129 | 39611 | 41370 | 12 | 44359 | 46090 | 47846 |
| 13 | 38129 | 39611 | 41370 | 13 | 44359 | 46090 | 47846 |
| 14 | 38129 | 39611 | 41370 | 14 | 44359 | 46090 | 47846 |
| 15 | 40387 | 41863 | 43625 | 15 | 46999 | 48721 | 50479 |
| 16 | 40387 | 41863 | 43625 | 16 | 46999 | 48721 | 50479 |
| 17 | 40387 | 41863 | 43625 | 17 | 46999 | 48721 | 50479 |
| 18 | 42645 | 44117 | 45877 | 18 | 49630 | 51351 | 53114 |
| 19 | 42645 | 44117 | 45877 | 19 | 49630 | 51351 | 53114 |
| 20 | 43263 | 44745 | 46502 | 20 | 50352 | 52082 | 53841 |
| | | | | | | | |
| Longevity | 44777 | 46311 | 48130 | Longevity | 52114 | 53905 | 55725 |

Schedule 1 - CERTIFIED
Schedule 2 – 90 CREDITS
Schedule 3 – BA/BS

Computer TA's + \$1,000

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**TEACHING ASSISTANT SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2017**

| TA 6-HOUR SALARIES | | | | TA 7-HOUR SALARIES | | | |
|--------------------|-------|-------|-------|--------------------|-------|-------|-------|
| | 1 | 2 | 3 | | 1 | 2 | 3 |
| Step | | | | Step | | | |
| 1 | 31176 | 32676 | 34461 | 1 | 36247 | 37997 | 39781 |
| 2 | 31176 | 32676 | 34461 | 2 | 36247 | 37997 | 39781 |
| 3 | 33680 | 35182 | 36965 | 3 | 39172 | 40927 | 42711 |
| 4 | 33680 | 35182 | 36965 | 4 | 39172 | 40927 | 42711 |
| 5 | 36194 | 37693 | 39478 | 5 | 42100 | 43850 | 45640 |
| 6 | 36194 | 37693 | 39478 | 6 | 42100 | 43850 | 45640 |
| 7 | 37446 | 38945 | 40732 | 7 | 43563 | 45313 | 47097 |
| 8 | 37446 | 38945 | 40732 | 8 | 43563 | 45313 | 47097 |
| 9 | 37446 | 38945 | 40732 | 9 | 43563 | 45313 | 47097 |
| 10 | 38077 | 39577 | 41359 | 10 | 44298 | 46054 | 47840 |
| 11 | 38077 | 39577 | 41359 | 11 | 44298 | 46054 | 47840 |
| 12 | 38701 | 40205 | 41991 | 12 | 45024 | 46781 | 48564 |
| 13 | 38701 | 40205 | 41991 | 13 | 45024 | 46781 | 48564 |
| 14 | 38701 | 40205 | 41991 | 14 | 45024 | 46781 | 48564 |
| 15 | 40993 | 42491 | 44279 | 15 | 47704 | 49452 | 51236 |
| 16 | 40993 | 42491 | 44279 | 16 | 47704 | 49452 | 51236 |
| 17 | 40993 | 42491 | 44279 | 17 | 47704 | 49452 | 51236 |
| 18 | 43285 | 44779 | 46565 | 18 | 50374 | 52121 | 53911 |
| 19 | 43285 | 44779 | 46565 | 19 | 50374 | 52121 | 53911 |
| 20 | 43912 | 45416 | 47200 | 20 | 51107 | 52863 | 54649 |
| | | | | | | | |
| Longevity | 45449 | 47006 | 48852 | Longevity | 52896 | 54713 | 56562 |

Schedule 1 - CERTIFIED
Schedule 2 – 90 CREDITS
Schedule 3 – BA/BS

Computer TA's + \$1,000

ARTICLE 4.02 SALARY SCHEDULE TERMS AND CONDITIONS - PEDAGOGIC

Prior Service Credit

Credit for experience outside the District shall be evaluated by the Superintendent and shall be granted at the discretion of the Board.

ARTICLE 4.03 OTHER REGULATIONS

:01 Increments

Increments become effective September 1st of each year. Teachers entitled to such consideration shall be granted specified increments as per salary schedule and assigned to the next higher step.

In order to qualify for the step increment as of the commencement of any year, a teacher or teaching assistant must have been paid for no fewer than ninety (90) working days during the year immediately preceding, of which no more than forty-five (45) days shall have been paid sick leave, paid parental leave, or paid personal days. Paid sick days from the sick leave bank will not be counted towards the ninety (90) day minimum.

:02 Step Advancement

A. Advancement from step to step each September 1st shall be automatic for such steps as are specified in the State Education Law. Beyond this point, one (1) or more further increments for any teacher may be withheld for valid reasons by the Board upon recommendation by the Superintendent and after affording said teacher an opportunity to appear before the Board and be heard.

B. Any person appointed to a position between April 1st and June 30th shall not be eligible for an annual step increase until the second school year following the school year of appointment.

C. All professional staff upon attaining tenure shall be granted one (1) additional step advancement on the appropriate salary scale.

:03 Schedule Advancement

Advancement from one schedule to another shall be made to the same step on the higher schedule that the teacher would be entitled to on the lower schedule if the teacher had continued service on the lower schedule after evidence of completion of the required study has been presented, provided the Superintendent of Schools had previously given approval. Such prior approval by the Superintendent of Schools of courses taken is a prerequisite to salary schedule credit for courses of study commenced subsequent to appointment in the District.

:04 Schedule Advancement Requirements

Effective July 1, 2011, advancement from one schedule to another will be implemented only once per year, at the beginning of the school year, following the completion of the required academic and professional courses. Requests for transfer to the next higher salary schedule shall be filed on the appropriate form at least one month prior to the anticipated date of transfer. All evidence of completion of requirements except the final

academic course work shall be submitted prior to or at the time of the filing of the request for transfer form. Only official transcripts or letters with the official seal of a college or university will be accepted as final evidence of completion of course work. Where candidates are completing final courses, and subsequent to the filing of the request for transfer form, a letter from the college or university or other suitable evidence will be accepted as tentative evidence of completion of course requirements pending receipt of official records.

During the 2011-2012 and 2012-2013 school years, teachers may take two on-line classes for each lane change from MA to MA+30 and from MA+30 to MA+60, so that six (6) credits of the eighteen (18) credit minimum of university graduate study required for each schedule change may be met by successful completion of on-line graduate courses. On-line courses will be evaluated for approval by the same standards as are applied for other approved graduate study.

Commencing in the 2013-2014 school year, teachers may take three on-line classes for each lane change from MA to MA+30 and from MA+30 to MA+60, so that nine (9) credits of the eighteen (18) credit minimum of university graduate study required for each schedule change may be met by successful completion of on-line graduate courses. On-line courses will be evaluated for approval by the same standards as are applied for other approved graduate study.

During the 2014-2015 school year, and thereafter as appropriate, the Professional Development Committee shall meet to develop a syllabus of on-line courses and/or institutions which have been peer-reviewed as superior in terms of improving (a) content knowledge, (b) instructional technique and classroom management, or (c) greater understanding of students' needs, cultures and learning styles, and (d) such other categories as the Committee may deem appropriate. Teachers who choose to take courses which have been approved for inclusion in the syllabus shall be able to apply such courses to any or all of the eighteen (18) credit minimum of university graduate study so long as (a) the courses are relevant to the teacher's area of instruction and (b) are non-duplicative.

:05 Probationary Salary Placement

A teacher entering the employ of the District on a probationary basis shall begin at such step in the schedule applicable to him/her as the Board, upon the recommendation of the Superintendent, shall approve and determine. Said teacher shall continue on such step from the month appointed until the June 30th following his/her appointment.

:06 Schedule Placement Requirements

A. Schedule 1 - BA/BS

All teachers (except teachers of vocational subjects) who possess a Baccalaureate Degree, shall be placed on Schedule 1.

B. Schedule 2 - BA/BS Plus 15

No new employees hired after November 15, 1983 with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA/BS +15 salary schedule.

All teachers (except teachers of vocational subjects) who have completed fifteen (15) semester hours of approved study beyond the Baccalaureate Degree of which not over eight (8) may be undergraduate credit, shall be placed on Schedule 2. Such fifteen (15) semester hours shall be completed subsequent to the completion of the preparation necessary for a Baccalaureate Degree at an institution of higher learning recognized by the State Department of Education of New York as qualified to offer such courses, or in the District's In-Service Program as approved by the Superintendent and by the State Department of Education of New York for In-Service and Professional Improvement Credit. These credits must be in academic and professional areas in the teacher's general subject field or in the field of education.

C. Schedule 3 - BA/BS Plus 30

No new employees hired after November 15, 1983 with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA/BS +30 salary schedule.

All teachers (except teachers of vocational subjects) who possess a minimum of thirty (30) semester hours of approved study beyond the Baccalaureate Degree of which not over eight (8) may be undergraduate credits, shall be placed on Schedule 3. Such thirty (30) semester hours shall be completed subsequent to the completion of the preparation necessary for a Baccalaureate Degree at an institution of higher learning recognized by the State Department of Education of New York as qualified to offer such courses, or in the District's In-Service Program as approved by the Superintendent and by the State Department of Education of New York for In-Service and Professional Improvement Credit. These credits must be in academic and professional areas in the teacher's general subject field or in the field of education.

D. Schedule 4 - Master's

All teachers who possess a Master's Degree shall be placed on Schedule 4.

E. Schedule 5 - BA/BS Plus 60

No new employees hired after July 1, 1984 with the exception of Trade and Technical Teachers (Vocational) will be placed on the BA/BS + 60 salary schedule.

All teachers who have completed thirty (30) semester hours of approved study beyond the fifth year of preparation shall be placed on Schedule 5. Requirements for the additional thirty (30) semester hours beyond the fifth year of preparation shall be the same as those required under salary schedule Condition 3, (C). A total of no more than sixteen (16) semester hours of undergraduate credit may be allowed for advancement.

F. Schedule 6 – Master's Plus 30

All teachers who possess the following qualifications shall be placed on Schedule 6:

- 1) Baccalaureate Degree earned at a university recognized by the State Department of Education of New York as qualified to bestow such degree; and
- 2) A Master's Degree earned at a university recognized by the State Department of Education of New York as qualified to bestow such degree; and
- 3) A minimum of thirty (30) semester hours of approved graduate study all of which must be completed subsequent to the completion of the preparation necessary for the Master's Degree from an institution of higher learning recognized by the State Education Department of New York or qualified to offer such courses or in the District's In-Service Program as approved by the Superintendent and by the State Education Department of New York for In-Service and Professional Development Credit. These courses shall include the following:
 - A. A minimum of eighteen (18) semester hours of university graduate credit.
 - B. The additional twelve (12) semester hours to meet the thirty (30) semester hours requirement for this schedule may be either in-service courses or graduate courses.

These credits must be in academic and professional areas in the teacher's general subject field or in the field of education. Course work in excess of those taken for completion of requirements for the Master's Degree cannot be considered as courses completed subsequent to the awarding of the Master's Degree.

- 4) Where certification requirements of the State of New York require that the candidate pursue a course of study of sixty (60) semester hours prior to receipt of certification, and where institutions of higher learning have the same requirement for the receipt of the Master's Degree in the area of competence or specialization, and where candidates possess a 60-point Master's Degree, said candidate shall be placed on Schedule 6 - Master's plus 30. Subsequent placement on salary Schedule 6 shall be computed on the basis of placement on Schedule 6.

Presently-employed teachers who have met the requirements of condition F(4) above, upon application and submission of required evidence, shall be transferred to the appropriate schedule.

- 5) Where certification requirements of the State of New York require that the candidate completes a full year full-time internship subsequent to completion of a Master's Degree and prior to receipt of certification, said candidate shall be placed on the Master's plus 30 Schedule of the District and such internship shall be considered as equivalent to thirty (30) semester hours credit.

G. Schedule 7 - Master's Plus 60

Upon completion of the Master's plus 30 requirement and advancement to that schedule, the candidate who intends to pursue studies toward the Master's plus 60 salary schedule placement shall file a declaration of intent to study toward the Master's plus 60. This declaration of intent shall consist of a letter to the Assistant to the Superintendent for Personnel. Upon receipt of the declaration of intent, the Assistant to the Superintendent for Personnel shall arrange a conference with the teacher, the supervisor of said teacher (department chairperson, director, coordinator, etc.) and the Principal of the school in which that teacher serves the major portion of time. At this conference a plan of study shall be developed which shall include the following:

- 1) A minimum of eighteen (18) semester hours of university graduate credits in the candidate's area of competence.
- 2) The additional twelve (12) semester hours to meet the thirty (30) semester hours requirement for this schedule may be either in-service or graduate courses, as the candidate chooses.
- 3) Candidates for teaching positions from outside of the school system shall be evaluated for placement on the Master's plus 60 salary schedule in a manner which will in effect be equivalent to the procedures established for candidates from within the system who are studying toward, or who have been placed upon the Master's plus 60 salary schedule.

Teachers who have accumulated over eighteen (18) semester hours beyond the Master's plus 30 salary schedule as of September 1, 1993, shall be evaluated for transfer to the Master's plus 60 salary schedule in a manner which is consistent with the policy for the Master's plus 30 salary schedule herein stated.

H. Schedule 8 – Master's Plus 90/Doctorate

1. Master's Plus 90

Upon completion of the Master's plus 60 requirement and advancement to that schedule, the candidate who intends to pursue studies toward the Master's plus 90 salary schedule placement shall file a declaration of intent to study toward the Master's plus 90. This declaration of intent shall consist of a letter to the Assistant to the Superintendent for Personnel. Upon receipt of the declaration of intent, the Assistant to the Superintendent for Personnel shall arrange a conference with the teacher, the supervisor of said teacher (department chairperson, director, coordinator, etc.) and the Principal of the school in which that teacher serves the major portion of his/her time. At this conference a plan of study shall be developed which shall include the following:

- 1) A minimum of thirty (30) new semester hours of university graduate credits in the candidate's area of competence.

2) The presentation by the candidate of an integrated proposed program of study and a rationale as to how such study will benefit the quality of instruction in the School District.

3) A commitment by the candidate that upon completion of the course of study, he/she will conduct an activity with his/her colleagues in the School District, which may consist of teaching a sample lesson, presenting research or other scholarly findings, running a workshop, or as may otherwise be approved by the Assistant Superintendent for Personnel.

4) Candidates for teaching positions from outside the school system shall be evaluated for placement on the Master's plus 90 salary schedule in a manner which will in effect be equivalent to the procedures established for candidates from within the system who are studying toward, or who have been placed upon the Master's plus 90/Doctorate salary schedule.

While credits towards the Master's plus 90 schedule may be earned at any time after July 1, 2005 after a candidate has advanced to the Master's plus 60 schedule, no candidate for the Master's plus 90 schedule will enter Schedule 8 until he/she has reached the fifteenth (15th) step of the Master's plus 60 schedule (Schedule 7).

2. Doctorate

Teachers who, in addition to all other requirements, earn a degree of Ph.D., Ed.D., Sc.D., from a university recognized by the New York State Education Department as qualified to bestow such degrees, shall be placed on the appropriate step of Schedule 8.

I. Trade and Technical Teachers (Vocational)

Salary Schedule placement for trade and technical teachers shall be as follows:

1) Equivalent Schedule to Schedule 1 - BA/BS

- a) Completion of journeyman's experience in trade or technical area.
- b) Evidence of having passed the New York State Trade Proficiency Examination.

2) Equivalent Schedule to Schedule 2 - BA/BS plus 15

- a) Completion of fifteen (15) semester hours of work toward the provisional license as a trade and technical teacher.

- 3) Equivalent Schedule to Schedule 3 - BA/BS plus 30
 - a) Completion of requirements for the provisional license as a trade and technical teacher in the State of New York.
- 4) Equivalent Schedule to Schedule 5 - BA/BS plus 60
 - a) Completion of requirements for the permanent license as a trade and technical teacher in the State of New York.
- 5) Equivalent Schedule to Schedule 6 – Master’s plus 30
 - a) Receipt of a Baccalaureate Degree at an institution recognized by the Education Department of the State of New York; and
 - b) Receipt of Master’s Degree at an institution recognized by the Education Department of the State of New York.
- 6) Equivalent Schedule to Schedule 7 – Master’s plus 60
 - a) Completion of 30 graduate hours subsequent to the receipt of Master’s Degree at an institution recognized by the Education Department of the State of New York.

:07 In-Service Education Credits

In addition to the In-Service Education credits which are credited toward salary advancement at Schedules 2, 3, 5, 6, and 7, the following may be applied toward salary advancement at Schedules 6 and 7 (Master’s plus 30 and Master’s plus 60).

- 1) A maximum of eight (8) credits at any one schedule and a maximum of three (3) of the following credits in any one calendar year may be applied toward schedule advancement at Schedules 6 and 7. Evaluation of said credits shall be through procedures established by the Assistant to the Superintendent for Personnel.
 - a) Leadership in In-Service Education course workshops and curriculum development projects.
 - b) Published research reports, learned articles or published books in the area of professional competence of the candidate.
 - c) Participation in summer institutes, workshops, research groups, etc. for which academic credit is not granted.
 - d) Summer service in the Teachers Corps, Job Corps or other similar service sponsored by a Local, State or Federal Government Agency.

Procedures herein stated became effective February 1, 1967. Any provisions therein shall not be retroactive. Such procedures shall be effective until June 30, 2004 only.

:08 Extra Stipends

Persons appointed by the Board to the positions listed below shall be paid the amounts set forth in addition to their salaries:

| | |
|------------------------------|---------|
| Attendance Officer | \$2,408 |
| Guidance Counselor* | \$2,408 |
| Helping Teacher | \$500 |
| School Social Worker | \$500 |
| Key Counselor | \$500 |
| Middle School Cluster Leader | \$500 |
| Elem. School Cluster Leader | \$500 |

*Guidance counselors at New Rochelle High School will be paid an additional \$1,500. The regular guidance counselor work year for all guidance counselors will be September 1 through June 30. If September 1 falls other than on a Monday, or if June 30 falls other than on a Friday, then guidance counselors may be required to work the days in August or July which fall during the same calendar week, and will be compensated at the hourly rate applicable to summer work as provided in Article 4.08. In addition to the foregoing, guidance counselors may be requested by the Director of Guidance to work additional days prior to the start of school, and will be paid for such additional days at the *per diem* rate of 1/220th of base salary (or, with the prior written approval of the Director of Guidance, may work from home at the hourly rate applicable to summer work). The additional days provided for in the preceding sentence will be voluntary.

:09 Stipends Extra Curricular Activities

Sponsors of authorized clubs at the Secondary Schools shall be paid an extra stipend, which shall be determined by the number of sessions (meetings), each meeting being the time equivalent of two (2) instructional periods. The stipend as herein set forth shall be pro-rated for the authorized clubs whose meetings are less than two (2) instructional periods. The club will be discontinued if the average attendance for three (3) consecutive sessions is below the minimum established.

| | |
|------------------------|---------|
| Number of Meetings | |
| 10-20 times per year | \$642 |
| 21-30 times per year | \$1,072 |
| Over 30 times per year | \$1,604 |

:10 Stipends Co-Curricular Activities - New Rochelle High School

Sponsors of the following Co-Curricular Activities at the New Rochelle High School shall be paid the extra stipends as noted. No release time from classes or from supervisory duties shall be provided the sponsors appointed.

| | |
|--------------------------------------|---------|
| Yearbook | \$5,349 |
| Student Newspaper | \$4,279 |
| Literary Magazine | \$2,141 |
| GO Sponsor | \$5,349 |
| GO Treasurer* | \$6,419 |
| Model Congress | \$5,350 |
| Student Liaison* | \$4,279 |
| Band Master | \$3,486 |
| Asst. Band Master** | \$631 |
| Jazz Band Director | \$3,067 |
| Vocal Ensembles (per group up to 4) | \$766 |
| Theater Workshop Coordinator | \$7,201 |
| Theater Workshop Assistant | \$3,893 |
| Musical Theater Workshop Coordinator | \$3,374 |
| Musical Theater Coordinator | \$3,374 |
| Musical Theater-Instrumental | \$3,374 |
| Musical Theater-Vocal | \$1,479 |
| Dance | \$3,093 |
| Choreography | \$3,093 |
| Drama | \$3,093 |
| Vocal | \$766 |

* One (1) less teaching period and no duty assignments.

** Maximum at prevailing hourly rate; minimum payment will be \$400.

| | |
|--------------------------|---------|
| Class Sponsorship | |
| Senior Class | \$5,348 |
| Junior Class | \$2,139 |
| Sophomore Class | \$1,071 |
| Freshman Class | \$1,071 |

:11 Stipends Co-Curricular Activities - Middle Schools

Sponsors of the following Co-Curricular Activities in the middle schools shall be paid the extra stipends as noted. If release time from classes or supervisory duties is provided to the sponsors appointed, then these stipends shall not be paid.

| | |
|---------------------------------------|---------|
| Yearbook | \$3,209 |
| Literary Magazine | \$2,141 |
| Drama (per production) | \$2,141 |
| Newspaper (per issue not to exceed 5) | \$802 |
| General Org. Sponsor | \$5,350 |

:12 Evening and Weekend Events

A. Teaching staff who volunteer to supervise students for evening and weekend

events, not covered elsewhere in this Agreement, shall be paid at the current hourly rate (see Article 4.08). A maximum stipend of \$135 shall be paid for any one event. This provision shall not apply to staff who attend Board of Education meetings, PTA meetings, or New Compact for Learning meetings.

B. Teaching assistants who volunteer to supervise students shall be paid their hourly rate as follows:

\$ 26.85 to a maximum of \$ 81.00 (hourly rate x 3.0, rounded up).

C. Volunteers who go on overnight trips with students shall be paid at the following rates:

| | <u>Teachers</u> | <u>Teaching Assistants</u> |
|---------------------------|-----------------|----------------------------|
| One (1) night and day | \$100.00 | \$ 65.00 |
| Two (2) nights and days | \$200.00 | \$130.00 |
| Three (3) nights and days | \$250.00 | \$175.00 |

The maximum for overnight trips in excess of three (3) nights shall be \$325.00 for teachers and \$250.00 for teaching assistants.

D. Volunteers for foreign trips (Canada excepted) shall not be compensated.

E. Staff who are sponsors of student/school organizations are expected to be present at all events sponsored by the organization at no other compensation beyond that which is described in Article 4.02:08, 4.02:09, 4.02:10 and 4.02:11. Other volunteer staff at these events, who are expected to help supervise students, shall be paid at the rates provided in this section above.

:13 New Teachers/Completion of Records

Newly appointed candidates to teaching positions shall submit and complete all records as per letter of appointment. However, a two (2) month leeway from the date of beginning of employment shall be a maximum for the completion of all records. After the lapse of these two (2) months, if records are not completed, said employee shall be placed upon the lowest salary schedule and/or step at which records are complete, but said employee shall have an additional month to complete said records. If records are completed at the close of this additional month, said teacher shall be reinstated (retroactively) to his/her original salary schedule and/or step. If not, he/she shall complete the semester (or year) on the schedule and/or step upon which he/she has been placed. To the extent possible, all records must be completed prior to the date of employment. If such documentary evidence is submitted in subsequent school year, such salary adjustment shall not be made retroactive.

:14 SAT Exam Proctors

A. Proctors who complete their duties for the regular SAT exam, including normal

preparation and follow-up activities, will be compensated at the fee as established by the Educational Testing Service.

- B. Proctors who provide extended time proctoring beyond or outside that in 4.03:14(A) for students who are permitted additional time to complete the exam will be compensated as in 4.03:14(A) plus \$15.00 for each hour beyond or outside the normal proctoring session.

:15 Service Increment

- A. Commencing on the 22nd anniversary of actual teaching service in the District, teachers will be entitled to an annual service increment computed as 3.5% of the Step 20 salary for the applicable salary schedule. Years of actual service for the purposes of this section shall be computed in the same manner as teacher seniority.
- B. Commencing on the 22nd anniversary of service in the District as a teaching assistant, teaching assistants will be entitled to an annual service increment computed as 3.5% of the Step 20 salary for the applicable salary schedule.
- C. Where the 22nd anniversary falls on a date after the commencement of the school year, the payment shall be pro-rated for the balance of that year.

ARTICLE 4.04 SALARY DEDUCTIONS FOR ABSENCES

Salary deductions for absences or other salary deductions based on the daily rate shall be made at the rate of one two hundredth ($1/200$) of the annual salary for 10-month employees and one two hundred sixty-fourth ($1/264$) of the annual salary for 12-month employees.

ARTICLE 4.05 SALARY PAYMENT UPON COMMENCEMENT OR TERMINATION OF EMPLOYMENT

On commencing employment after the first working day of a month, or terminating employment before the last working day of a month, a teacher shall be paid one-twentieth ($1/20$) of his/her monthly salary, computed on a 10-month basis for each working day employed, except that no teacher shall receive a salary in excess of the salary that would have been received for a full month.

ARTICLE 4.06 PRE-KINDERGARTEN TEACHERS

All teachers employed for Pre-Kindergarten programs shall be placed on regular schedules, subject to terms and conditions thereof; such positions to be in effect only during the continuance of the Pre-Kindergarten program through special Federal or State funds.

ARTICLE 4.07 SALARY SCHEDULE - PSYCHOLOGISTS

- :01 School psychologists hired after July 1, 1998 may be hired at any step of the applicable salary schedule.
- :02 On the appropriate schedule there shall be three (3) additional increments of \$350 beyond the maximum salary of teachers.
- :03 One year full time internship subsequent to Master's Degree is equivalent to thirty (30) credits.

ARTICLE 4.08 SALARY RATES - OTHER PEDAGOGIC EMPLOYEES

The hourly rate for summer school, adult education, homebound teachers, psychologists and project leaders is as follows, reflecting the annual across-the-board percentage salary increases:

| Summer School/Hourly Teachers | |
|-------------------------------|---------|
| BA/BS | \$43.67 |
| BA/BS+30/Masters | \$46.43 |
| | |
| Adult Education Teacher | |
| BA/BS | \$41.58 |
| BA/BS+30/Masters | \$44.31 |
| Homebound Teacher | \$44.31 |
| Psychologist | \$46.02 |
| Project Leader | \$54.89 |

ARTICLE 4.09 COACHING STIPENDS

The salaries listed cover coaching and supervision of interscholastic and modified sports. In addition to the salaries listed below, there shall be a longevity payment of \$200.00 for each five (5) years of experience in an individual sport.

SPORTS CATEGORIES

| A | B | C |
|------------------|-----------------------------|--------------|
| BASKETBALL – B/G | BASEBALL | GOLF |
| FOOTBALL | CROSS COUNTRY – B/G | TENNIS – B/G |
| | HOCKEY | CHEERLEADING |
| | LACROSSE | |
| | SOCCER – B/G | |
| | SOFTBALL | |
| | SWIMMING | |
| | TRACK, Winter, Spring – B/G | |
| | VOLLEYBALL | |
| | WRESTLING | |

COACHING SALARIES

Coaching salaries are increased annually using the negotiated across-the-board raise figure from the *previous* school year. Thus, the salaries for the 2015-2016 school year are calculated based on the across-the-board raise for the 2014-2015 school year; and the rates shall remain fixed for the duration of the 2015-2018 Agreement.

| | A | B | C |
|-----------------------|---------|---------|---------|
| Head Varsity | \$8,751 | \$7,191 | \$4,083 |
| Assistant Varsity | \$6,427 | \$5,507 | \$3,686 |
| Head Jr. Varsity | \$6,247 | \$5,507 | \$3,686 |
| Assistant Jr. Varsity | \$5,025 | n/a | n/a |
| Modified | \$5,446 | \$4,498 | \$2,637 |

ARTICLE 4.10 APPOINTMENT OF SUBSTITUTE AND INTERIM TEACHERS

:01 Substitute Teachers

A substitute teacher shall be defined as a teacher employed on a *per diem* basis. The first 79 days of substitute service in any school year will be paid at *per diem* rates to be set by the School District. After 79 days of substitute service in the same assignment, a substitute teacher shall be given an interim (regular substitute) appointment and paid at an annual salary as provided for in this Agreement, pro rated for the period of actual service.

:02 Interim Teachers

A. An interim teacher shall be defined as a teacher appointed on the teacher salary schedule - said teacher to be replacing, on a continuous basis, a regular classroom teacher who is on leave of absence for a period in excess of eighty (80) teaching days.

B. Interim teachers shall be advanced on salary schedule beyond the initial appointment to an interim position on the basis that each full year of service equals one (1) salary schedule step. Interim teachers may be advanced in service to a maximum of three (3) years on schedule and step placement. This credit shall be applied to salary placement should the interim teacher be appointed to a probationary teaching position in the District.

C. If a per diem substitute teacher continues in the same position for a period in excess of eighty (80) teaching days, that teacher shall be classified as an interim teacher and salary and step placement of the teacher shall be determined and paid retroactively to the original date of per diem employment.

D. Teaching days as defined herein shall be defined as days in which school is in

session for pupils or at which the teachers are required to report to school for professional duty.

ARTICLE 4.11 SALARY SCHEDULE TERMS AND CONDITIONS – TEACHING ASSISTANTS

- :01** Teaching Assistants working less than the full teaching day which approximates six (6) hours shall be paid at a pro-rated annual salary based upon the ratio of the number of working hours to the full teaching day of six (6) hours.
- :02** Credits toward advancement to Schedule 2 shall be of college level and will include in-service course credits as with teachers.
- :03** Teaching Assistants who have earned a BA/BS Degree shall be advanced to Schedule 3. In addition, teaching assistants achieving the college baccalaureate degree will receive a one-time recognition payment of \$1000.00; in the case of teaching assistants hired to commence employment after July 1, 1998 and who hold the college baccalaureate degree at the time of initial appointment, the recognition payment will be made at the conclusion of the first year of service.
- :04** Teaching Assistants earning BA/BS Degree from a college or university accredited by the New York State Department of Education shall be given consideration for a teaching position with due regard to their past service with the District.
- :05** Teaching Assistants employed for less than five (5) hours daily shall be paid at the appropriate hourly rate.

SECTION 5 – SCHOOL RELATED PERSONNEL COMPENSATION AND PLACEMENT

ARTICLE 5.01 SCHOOL RELATED PERSONNEL JOB GRADING LIST

| <u>ORGANIZATIONAL TITLE</u> | <u>GRADE</u> |
|---|--------------|
| Account Clerk Typist | 4 |
| Accounting Supervisor | 16 |
| Accounts Payable Supervisor | 13 |
| Administrative Secretary | 10 |
| Assistant Custodian | 8 |
| Assistant Custodian – Special Assignment (Admin. + \$300) | 8 |
| Assistant Director Security | 11 |
| Bookkeeper | 12 |
| Building Attendant | 2 |
| Carpenter | 14 |
| Carpenter – Working Foreman | 16 |
| Cleaner | 1 |

| | |
|--|----|
| Clerk Typist + \$500 | 3 |
| Cook | 3 |
| Cook – N.R.H.S. + \$300 | 3 |
| Custodian (Custodians will be moved to Grade 13 after 36 months of satisfactory service) | 12 |
| Custodian – N.R.H.S. + \$5,000 | 12 |
| Data Entry Clerk | 7 |
| Data Manager | 8 |
| District Media Center Coordinator | 11 |
| Electrician | 15 |
| Electrician – Working Foreman + \$1,000 (LEA Asbestos + \$2,500) | 17 |
| Food Deliverer | 2 |
| Food Service Helper | 1 |
| General School Aide | 8 |
| Glazier | 12 |
| Grounds Laborer | 5 |
| Grounds Maintenance Foreman | 16 |
| Grounds Maintenance Working Foreman | 13 |
| HVAC Systems Technician | 16 |
| Intermediate Account Clerk | 7 |
| Junior Accounts Payable Clerk | 8 |
| Junior Purchasing Clerk | 8 |
| Kitchen Helper + \$750 stipend | 1 |
| Laborer | 5 |
| Licensed Practical Nurse | 12 |
| Lunchroom Manager | 9 |
| Lunchroom Manager - N.R.H.S. + \$500 | 9 |
| Maintenance Helper | 10 |
| Maintenance Trade Worker | 10 |
| Mason | 15 |
| Master Locksmith | 14 |
| Master Plumber | 16 |
| Mechanic's Helper | 10 |
| Media Production Assistant | 14 |
| Motor Equipment Operator | 8 |
| Motor Equipment Operator – Special Assignment + \$800 (DES Inventory) | 8 |
| Office Manager | 10 |
| Painter | 13 |
| Painter – Working Foreman | 15 |
| Plumber | 15 |
| Principal Clerk | 10 |
| Principal Clerk – (Health Insurance) + \$1,000 | 10 |
| Purchasing Agent | 16 |
| Registered Professional Nurse | 15 |
| School Messenger | 9 |
| School Security Officer | 9 |
| Secondary School Plant Facilities Supervisor | 17 |
| Secondary School Plant Facilities Supervisor – NRHS + \$1,000 | 17 |
| Secretarial Assistant | 9 |
| Senior Account Clerk | 9 |
| Senior Bookkeeper | 15 |
| Senior Clerk | 4 |
| Senior Cook | 4 |

| | |
|--|----|
| Senior Cook NRHS + \$800 | 4 |
| Senior Kitchen Helper + \$750 | 1 |
| Senior Library Clerk | 7 |
| Senior Office Assistant | 5 |
| Senior Payroll Clerk | 12 |
| Senior Typist | 7 |
| Senior Typist – Special Assignment (Registrar) + \$1,500 | 7 |
| Teacher Aide (appointed prior to 1/13/81) | 7 |
| Teacher Aide (appointed subsequent to 1/13/81) | 6 |
| Telephone Operator | 7 |

ARTICLE 5.02 SALARY SCHEDULES

Please Note: The twelve-month salary schedule is used to generate both hourly and ten-month schedules. Since different positions work different scheduled hours, actual earnings may vary from the amount shown on the salary schedules.

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**12-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 2015**

| Step | GR 1 | GR 2 | GR 3 | GR 4 | GR 5 | GR 6 | GR 7 | GR 8 | GR 9 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 37205 | 37979 | 39250 | 40389 | 41721 | 43223 | 44325 | 45511 | 47131 |
| 2 | 37205 | 37979 | 39250 | 40389 | 41721 | 43223 | 44325 | 45511 | 47131 |
| 3 | 40151 | 40973 | 42378 | 43669 | 45135 | 46779 | 47979 | 49391 | 51206 |
| 4 | 40151 | 40973 | 42378 | 43669 | 45135 | 46779 | 47979 | 49391 | 51206 |
| 5 | 43104 | 43962 | 45511 | 46952 | 48548 | 50339 | 51632 | 53278 | 55285 |
| 6 | 43104 | 43962 | 45511 | 46952 | 48548 | 50339 | 51632 | 53278 | 55285 |
| 7 | 43104 | 43962 | 45511 | 46952 | 48548 | 50339 | 51632 | 53278 | 55285 |
| 8 | 43104 | 43962 | 45511 | 46952 | 48548 | 50339 | 51632 | 53278 | 55285 |
| 9 | 45308 | 46213 | 47860 | 49413 | 51106 | 53010 | 54366 | 56186 | 58343 |
| 10 | 45308 | 46213 | 47860 | 49413 | 51106 | 53010 | 54366 | 56186 | 58343 |
| 11 | 46051 | 46965 | 48642 | 50237 | 51960 | 53896 | 55276 | 57157 | 59359 |
| 12 | 46051 | 46965 | 48642 | 50237 | 51960 | 53896 | 55276 | 57157 | 59359 |
| 13 | 46051 | 46965 | 48642 | 50237 | 51960 | 53896 | 55276 | 57157 | 59359 |
| 14 | 48559 | 49481 | 51186 | 52908 | 54694 | 56697 | 58131 | 60126 | 62417 |
| 15 | 48559 | 49481 | 51186 | 52908 | 54694 | 56697 | 58131 | 60126 | 62417 |
| 16 | 51061 | 51999 | 53720 | 55579 | 57432 | 59494 | 60984 | 63093 | 65474 |
| | | | | | | | | | |
| Night Differential | 1473 | 1497 | 1564 | 1640 | 1707 | 1778 | 1827 | 1940 | 2037 |

| Step | GR 10 | GR 11 | GR 12 | GR 13 | GR 14 | GR 15 | GR 16 | GR 17 | GR 18 |
|--------------------|-------|-------|-------|-------|-------|--------|--------|--------|--------|
| 1 | 49193 | 51622 | 55174 | 60303 | 65574 | 71277 | 77394 | 80150 | 83754 |
| 2 | 49193 | 51622 | 55174 | 60303 | 65574 | 71277 | 77394 | 80150 | 83754 |
| 3 | 53539 | 56060 | 60193 | 65972 | 71892 | 78238 | 85022 | 88104 | 92231 |
| 4 | 53539 | 56060 | 60193 | 65972 | 71892 | 78238 | 85022 | 88104 | 92231 |
| 5 | 57888 | 60969 | 65214 | 71638 | 78213 | 85198 | 92653 | 96057 | 100711 |
| 6 | 57888 | 60969 | 65214 | 71638 | 78213 | 85198 | 92653 | 96057 | 100711 |
| 7 | 57888 | 60969 | 65214 | 71638 | 78213 | 85198 | 92653 | 96057 | 100711 |
| 8 | 57888 | 60969 | 65214 | 71638 | 78213 | 85198 | 92653 | 96057 | 100711 |
| 9 | 61147 | 64475 | 68979 | 75889 | 82955 | 90422 | 98371 | 102026 | 107064 |
| 10 | 61147 | 64475 | 68979 | 75889 | 82955 | 90422 | 98371 | 102026 | 107064 |
| 11 | 62277 | 65644 | 70232 | 77307 | 84537 | 92160 | 100281 | 104016 | 109181 |
| 12 | 62277 | 65644 | 70232 | 77307 | 84537 | 92357 | 100281 | 104016 | 109181 |
| 13 | 62277 | 65644 | 70232 | 77307 | 84537 | 92160 | 100281 | 104016 | 109181 |
| 14 | 65430 | 69001 | 73760 | 81162 | 88729 | 96673 | 105122 | 109020 | 114446 |
| 15 | 65430 | 69001 | 73760 | 81162 | 88729 | 96673 | 105122 | 109020 | 114446 |
| 16 | 68624 | 72361 | 77286 | 85026 | 92918 | 101185 | 109960 | 114022 | 119706 |
| | | | | | | | | | |
| Night Differential | 21731 | 2219 | 2510 | 2834 | 3159 | 3481 | 3814 | 3977 | 4239 |

**12-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 2016**

| Step | GR 1 | GR 2 | GR 3 | GR 4 | GR 5 | GR 6 | GR 7 | GR 8 | GR 9 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 37763 | 38549 | 39839 | 40995 | 42347 | 43871 | 44990 | 46194 | 47838 |
| 2 | 37763 | 38549 | 39839 | 40995 | 42347 | 43871 | 44990 | 46194 | 47838 |
| 3 | 40753 | 41588 | 43014 | 44324 | 45812 | 47481 | 48699 | 50132 | 51974 |
| 4 | 40753 | 41588 | 43014 | 44324 | 45812 | 47481 | 48699 | 50132 | 51974 |
| 5 | 43751 | 44621 | 46194 | 47656 | 49276 | 51094 | 52406 | 54077 | 56114 |
| 6 | 43751 | 44621 | 46194 | 47656 | 49276 | 51094 | 52406 | 54077 | 56114 |
| 7 | 43751 | 44621 | 46194 | 47656 | 49276 | 51094 | 52406 | 54077 | 56114 |
| 8 | 43751 | 44621 | 46194 | 47656 | 49276 | 51094 | 52406 | 54077 | 56114 |
| 9 | 45988 | 46906 | 48578 | 50154 | 51873 | 53805 | 55181 | 57029 | 59218 |
| 10 | 45988 | 46906 | 48578 | 50154 | 51873 | 53805 | 55181 | 57029 | 59218 |
| 11 | 46742 | 47669 | 49372 | 50991 | 52739 | 54704 | 56105 | 58014 | 60249 |
| 12 | 46742 | 47669 | 49372 | 50991 | 52739 | 54704 | 56105 | 58014 | 60249 |
| 13 | 46742 | 47669 | 49372 | 50991 | 52739 | 54704 | 56105 | 58014 | 60249 |
| 14 | 49287 | 50223 | 51954 | 53702 | 55514 | 57547 | 59003 | 61028 | 63353 |
| 15 | 49287 | 50223 | 51954 | 53702 | 55514 | 57547 | 59003 | 61028 | 63353 |
| 16 | 51827 | 52779 | 54526 | 56413 | 58293 | 60386 | 61899 | 64039 | 66456 |
| | | | | | | | | | |
| Night Differential | 1495 | 1520 | 1588 | 1665 | 1733 | 1805 | 1854 | 1969 | 2068 |

| Step | GR 10 | GR 11 | GR 12 | GR 13 | GR 14 | GR 15 | GR 16 | GR 17 | GR 18 |
|--------------------|-------|-------|-------|-------|-------|--------|--------|--------|--------|
| 1 | 49931 | 52396 | 56002 | 61208 | 66558 | 72346 | 78555 | 81352 | 85010 |
| 2 | 49931 | 52396 | 56002 | 61208 | 66558 | 72346 | 78555 | 81352 | 85010 |
| 3 | 54342 | 56901 | 61096 | 66962 | 72970 | 79412 | 86297 | 89426 | 93614 |
| 4 | 54342 | 56901 | 61096 | 66962 | 72970 | 79412 | 86297 | 89426 | 93614 |
| 5 | 58756 | 61884 | 66192 | 72713 | 79386 | 86476 | 94043 | 97498 | 102222 |
| 6 | 58756 | 61884 | 66192 | 72713 | 79386 | 86476 | 94043 | 97498 | 102222 |
| 7 | 58756 | 61884 | 66192 | 72713 | 79386 | 86476 | 94043 | 97498 | 102222 |
| 8 | 58756 | 61884 | 66192 | 72713 | 79386 | 86476 | 94043 | 97498 | 102222 |
| 9 | 62064 | 65442 | 70014 | 77027 | 84199 | 91778 | 99847 | 103556 | 108670 |
| 10 | 62064 | 65442 | 70014 | 77027 | 84199 | 91778 | 99847 | 103556 | 108670 |
| 11 | 63211 | 66629 | 71285 | 78467 | 85805 | 93542 | 101785 | 105576 | 110819 |
| 12 | 63211 | 66629 | 71285 | 78467 | 85805 | 93742 | 101785 | 105576 | 110819 |
| 13 | 63211 | 66629 | 71285 | 78467 | 85805 | 93542 | 101785 | 105576 | 110819 |
| 14 | 66411 | 70036 | 74866 | 82379 | 90060 | 98123 | 106699 | 110655 | 116163 |
| 15 | 66411 | 70036 | 74866 | 82379 | 90060 | 98123 | 106699 | 110655 | 116163 |
| 16 | 69653 | 73446 | 78445 | 86301 | 94312 | 102703 | 111609 | 115732 | 121502 |
| | | | | | | | | | |
| Night Differential | 2206 | 2252 | 2547 | 2877 | 3206 | 3533 | 3872 | 4037 | 4302 |

**12-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 2017**

| Step | GR 1 | GR 2 | GR 3 | GR 4 | GR 5 | GR 6 | GR 7 | GR 8 | GR 9 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 38329 | 39127 | 40437 | 41610 | 42982 | 44529 | 45665 | 46887 | 48556 |
| 2 | 38329 | 39127 | 40437 | 41610 | 42982 | 44529 | 45665 | 46887 | 48556 |
| 3 | 41364 | 42212 | 43659 | 44989 | 46499 | 48193 | 49429 | 50884 | 52754 |
| 4 | 41364 | 42212 | 43659 | 44989 | 46499 | 48193 | 49429 | 50884 | 52754 |
| 5 | 44407 | 45290 | 46887 | 48371 | 50015 | 51860 | 53192 | 54888 | 56956 |
| 6 | 44407 | 45290 | 46887 | 48371 | 50015 | 51860 | 53192 | 54888 | 56956 |
| 7 | 44407 | 45290 | 46887 | 48371 | 50015 | 51860 | 53192 | 54888 | 56956 |
| 8 | 44407 | 45290 | 46887 | 48371 | 50015 | 51860 | 53192 | 54888 | 56956 |
| 9 | 46678 | 47610 | 49307 | 50906 | 52651 | 54612 | 56009 | 57884 | 60106 |
| 10 | 46678 | 47610 | 49307 | 50906 | 52651 | 54612 | 56009 | 57884 | 60106 |
| 11 | 47443 | 48384 | 50113 | 51756 | 53530 | 55525 | 56947 | 58884 | 61153 |
| 12 | 47443 | 48384 | 50113 | 51756 | 53530 | 55525 | 56947 | 58884 | 61153 |
| 13 | 47443 | 48384 | 50113 | 51756 | 53530 | 55525 | 56947 | 58884 | 61153 |
| 14 | 50026 | 50976 | 52733 | 54508 | 56347 | 58410 | 59888 | 61943 | 64303 |
| 15 | 50026 | 50976 | 52733 | 54508 | 56347 | 58410 | 59888 | 61943 | 64303 |
| 16 | 52604 | 53571 | 55344 | 57259 | 59167 | 61292 | 62827 | 65000 | 67453 |
| | | | | | | | | | |
| Night Differential | 1517 | 1543 | 1612 | 1690 | 1759 | 1832 | 1882 | 1999 | 2099 |

| Step | GR 10 | GR 11 | GR 12 | GR 13 | GR 14 | GR 15 | GR 16 | GR 17 | GR 18 |
|--------------------|-------|-------|-------|-------|-------|--------|--------|--------|--------|
| 1 | 50680 | 53182 | 56842 | 62126 | 67556 | 73431 | 79733 | 82572 | 86285 |
| 2 | 50680 | 53182 | 56842 | 62126 | 67556 | 73431 | 79733 | 82572 | 86285 |
| 3 | 55157 | 57755 | 62012 | 67966 | 74065 | 80603 | 87591 | 90767 | 95018 |
| 4 | 55157 | 57755 | 62012 | 67966 | 74065 | 80603 | 87591 | 90767 | 95018 |
| 5 | 59637 | 62812 | 67185 | 73804 | 80577 | 87773 | 95454 | 98960 | 103755 |
| 6 | 59637 | 62812 | 67185 | 73804 | 80577 | 87773 | 95454 | 98960 | 103755 |
| 7 | 59637 | 62812 | 67185 | 73804 | 80577 | 87773 | 95454 | 98960 | 103755 |
| 8 | 59637 | 62812 | 67185 | 73804 | 80577 | 87773 | 95454 | 98960 | 103755 |
| 9 | 62995 | 66424 | 71064 | 78182 | 85462 | 93155 | 101345 | 105109 | 110300 |
| 10 | 62995 | 66424 | 71064 | 78182 | 85462 | 93155 | 101345 | 105109 | 110300 |
| 11 | 64159 | 67628 | 72354 | 79644 | 87092 | 94945 | 103312 | 107160 | 112481 |
| 12 | 64159 | 67628 | 72354 | 79644 | 87092 | 95148 | 103312 | 107160 | 112481 |
| 13 | 64159 | 67628 | 72354 | 79644 | 87092 | 94945 | 103312 | 107160 | 112481 |
| 14 | 67407 | 71087 | 75989 | 83615 | 91411 | 99595 | 108299 | 112315 | 117905 |
| 15 | 67407 | 71087 | 75989 | 83615 | 91411 | 99595 | 108299 | 112315 | 117905 |
| 16 | 70698 | 74548 | 79622 | 87596 | 95727 | 104244 | 113283 | 117468 | 123325 |
| | | | | | | | | | |
| Night Differential | 2239 | 2286 | 2585 | 2920 | 3254 | 3586 | 3930 | 4098 | 4367 |

**10-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 2015**

| Step | GR 1 | GR 2 | GR 3 | GR 4 | GR 5 | GR 6 | GR 7 | GR 8 | GR 9 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 31005 | 31650 | 32710 | 33659 | 34767 | 36019 | 36937 | 37925 | 39276 |
| 2 | 31005 | 31650 | 32710 | 33659 | 34767 | 36019 | 36937 | 37925 | 39276 |
| 3 | 33459 | 34145 | 35315 | 36391 | 37613 | 38981 | 39982 | 41161 | 42673 |
| 4 | 33459 | 34145 | 35315 | 36391 | 37613 | 38981 | 39982 | 41161 | 42673 |
| 5 | 35917 | 36633 | 37925 | 39127 | 40457 | 41952 | 43028 | 44399 | 46071 |
| 6 | 35917 | 36633 | 37925 | 39127 | 40457 | 41952 | 43028 | 44399 | 46071 |
| 7 | 35917 | 36633 | 37925 | 39127 | 40457 | 41952 | 43028 | 44399 | 46071 |
| 8 | 35917 | 36633 | 37925 | 39127 | 40457 | 41952 | 43028 | 44399 | 46071 |
| 9 | 37755 | 38512 | 39883 | 41180 | 42590 | 44178 | 45305 | 46822 | 48672 |
| 10 | 37755 | 38512 | 39883 | 41180 | 42590 | 44178 | 45305 | 46822 | 48672 |
| 11 | 38370 | 39135 | 40536 | 41863 | 43303 | 44916 | 46584 | 47633 | 49469 |
| 12 | 38370 | 39135 | 40536 | 41863 | 43303 | 44916 | 46584 | 47633 | 49469 |
| 13 | 38370 | 39135 | 40536 | 41863 | 43303 | 44916 | 46584 | 47633 | 49469 |
| 14 | 40462 | 41232 | 42651 | 44090 | 45581 | 47250 | 48444 | 50105 | 52014 |
| 15 | 40462 | 41232 | 42651 | 44090 | 45581 | 47250 | 48444 | 50105 | 52014 |
| 16 | 42547 | 43331 | 44767 | 46317 | 47861 | 49582 | 50824 | 52577 | 54561 |
| | | | | | | | | | |
| Night Differential | 1227 | 1247 | 1303 | 1366 | 1423 | 1481 | 1522 | 1618 | 1698 |

| Step | GR 10 | GR 11 | GR 12 | GR 13 | GR 14 | GR 15 | GR 16 | GR 17 | GR 18 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 40995 | 43022 | 45981 | 50254 | 54644 | 59397 | 64495 | 66793 | 69797 |
| 2 | 40995 | 43022 | 45981 | 50254 | 54644 | 59397 | 64495 | 66793 | 69797 |
| 3 | 44616 | 46716 | 50161 | 54976 | 59908 | 65197 | 70849 | 73420 | 76858 |
| 4 | 44616 | 46716 | 50161 | 54976 | 59908 | 65197 | 70849 | 73420 | 76858 |
| 5 | 48242 | 50807 | 54345 | 59698 | 65180 | 71000 | 77209 | 80047 | 83927 |
| 6 | 48242 | 50807 | 54345 | 59698 | 65180 | 71000 | 77209 | 80047 | 83927 |
| 7 | 48242 | 50807 | 54345 | 59698 | 65180 | 71000 | 77209 | 80047 | 83927 |
| 8 | 48242 | 50807 | 54345 | 59698 | 65180 | 71000 | 77209 | 80047 | 83927 |
| 9 | 50958 | 53729 | 57482 | 63240 | 69132 | 75354 | 81974 | 85021 | 89221 |
| 10 | 50958 | 53729 | 57482 | 63240 | 69132 | 75354 | 81974 | 85021 | 89221 |
| 11 | 51902 | 54704 | 58525 | 64422 | 70451 | 76801 | 83565 | 86678 | 90985 |
| 12 | 51902 | 54704 | 58525 | 64422 | 70451 | 76801 | 83565 | 86678 | 90985 |
| 13 | 51902 | 54704 | 58525 | 64422 | 70451 | 76801 | 83565 | 86678 | 90985 |
| 14 | 54526 | 57500 | 61468 | 67635 | 73943 | 80563 | 87600 | 90846 | 95372 |
| 15 | 54526 | 57500 | 61468 | 67635 | 73943 | 80563 | 87600 | 90846 | 95372 |
| 16 | 57188 | 60300 | 64407 | 70853 | 77435 | 84323 | 91634 | 95016 | 99756 |
| | | | | | | | | | |
| Night Differential | 1811 | 1847 | 2090 | 2361 | 2632 | 2900 | 3177 | 3313 | 3531 |

**10-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 2016**

| Step | GR 1 | GR 2 | GR 3 | GR 4 | GR 5 | GR 6 | GR 7 | GR 8 | GR 9 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 31470 | 32125 | 33201 | 34164 | 35289 | 36559 | 37491 | 38494 | 39865 |
| 2 | 31470 | 32125 | 33201 | 34164 | 35289 | 36559 | 37491 | 38494 | 39865 |
| 3 | 33961 | 34657 | 35845 | 36937 | 38177 | 39566 | 40582 | 41778 | 43313 |
| 4 | 33961 | 34657 | 35845 | 36937 | 38177 | 39566 | 40582 | 41778 | 43313 |
| 5 | 36456 | 37182 | 38494 | 39714 | 41064 | 42581 | 43673 | 45065 | 46762 |
| 6 | 36456 | 37182 | 38494 | 39714 | 41064 | 42581 | 43673 | 45065 | 46762 |
| 7 | 36456 | 37182 | 38494 | 39714 | 41064 | 42581 | 43673 | 45065 | 46762 |
| 8 | 36456 | 37182 | 38494 | 39714 | 41064 | 42581 | 43673 | 45065 | 46762 |
| 9 | 38321 | 39090 | 40481 | 41798 | 43229 | 44841 | 45985 | 47524 | 49402 |
| 10 | 38321 | 39090 | 40481 | 41798 | 43229 | 44841 | 45985 | 47524 | 49402 |
| 11 | 38946 | 39722 | 41144 | 42491 | 43953 | 45590 | 47283 | 48347 | 50211 |
| 12 | 38946 | 39722 | 41144 | 42491 | 43953 | 45590 | 47283 | 48347 | 50211 |
| 13 | 38946 | 39722 | 41144 | 42491 | 43953 | 45590 | 47283 | 48347 | 50211 |
| 14 | 41069 | 41850 | 43291 | 44751 | 46265 | 47959 | 49171 | 50857 | 52794 |
| 15 | 41069 | 41850 | 43291 | 44751 | 46265 | 47959 | 49171 | 50857 | 52794 |
| 16 | 43185 | 43981 | 45439 | 47012 | 48579 | 50326 | 51586 | 53366 | 55379 |
| | | | | | | | | | |
| Night Differential | 1245 | 1266 | 1323 | 1386 | 1444 | 1503 | 1545 | 1642 | 1723 |

| Step | GR 10 | GR 11 | GR 12 | GR 13 | GR 14 | GR 15 | GR 16 | GR 17 | GR 18 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| 1 | 41610 | 43667 | 46671 | 51008 | 55464 | 60288 | 65462 | 67795 | 70844 |
| 2 | 41610 | 43667 | 46671 | 51008 | 55464 | 60288 | 65462 | 67795 | 70844 |
| 3 | 45285 | 47417 | 50913 | 55801 | 60807 | 66175 | 71912 | 74521 | 78011 |
| 4 | 45285 | 47417 | 50913 | 55801 | 60807 | 66175 | 71912 | 74521 | 78011 |
| 5 | 48966 | 51569 | 55160 | 60593 | 66158 | 72065 | 78367 | 81248 | 85186 |
| 6 | 48966 | 51569 | 55160 | 60593 | 66158 | 72065 | 78367 | 81248 | 85186 |
| 7 | 48966 | 51569 | 55160 | 60593 | 66158 | 72065 | 78367 | 81248 | 85186 |
| 8 | 48966 | 51569 | 55160 | 60593 | 66158 | 72065 | 78367 | 81248 | 85186 |
| 9 | 51722 | 54535 | 58344 | 64189 | 70169 | 76484 | 83204 | 86296 | 90559 |
| 10 | 51722 | 54535 | 58344 | 64189 | 70169 | 76484 | 83204 | 86296 | 90559 |
| 11 | 52681 | 55525 | 59403 | 65388 | 71508 | 77953 | 84818 | 87978 | 92350 |
| 12 | 52681 | 55525 | 59403 | 65388 | 71508 | 77953 | 84818 | 87978 | 92350 |
| 13 | 52681 | 55525 | 59403 | 65388 | 71508 | 77953 | 84818 | 87978 | 92350 |
| 14 | 55344 | 58363 | 62390 | 68650 | 75052 | 81771 | 88914 | 92209 | 96803 |
| 15 | 55344 | 58363 | 62390 | 68650 | 75052 | 81771 | 88914 | 92209 | 96803 |
| 16 | 58046 | 61205 | 65373 | 71916 | 78597 | 85588 | 93009 | 96441 | 101252 |
| | | | | | | | | | |
| Night Differential | 1838 | 1875 | 2121 | 2396 | 2671 | 2944 | 3225 | 3363 | 3584 |

**10-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 2017**

| Step | GR 1 | GR 2 | GR 3 | GR 4 | GR 5 | GR 6 | GR 7 | GR 8 | GR 9 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 31942 | 32607 | 33699 | 34676 | 35818 | 37107 | 38053 | 39071 | 40463 |
| 2 | 31942 | 32607 | 33699 | 34676 | 35818 | 37107 | 38053 | 39071 | 40463 |
| 3 | 34470 | 35177 | 36383 | 37491 | 38750 | 40159 | 41191 | 42405 | 43963 |
| 4 | 34470 | 35177 | 36383 | 37491 | 38750 | 40159 | 41191 | 42405 | 43963 |
| 5 | 37003 | 37740 | 39071 | 40310 | 41680 | 43220 | 44328 | 45741 | 47463 |
| 6 | 37003 | 37740 | 39071 | 40310 | 41680 | 43220 | 44328 | 45741 | 47463 |
| 7 | 37003 | 37740 | 39071 | 40310 | 41680 | 43220 | 44328 | 45741 | 47463 |
| 8 | 37003 | 37740 | 39071 | 40310 | 41680 | 43220 | 44328 | 45741 | 47463 |
| 9 | 38896 | 39676 | 41088 | 42425 | 43877 | 45514 | 46675 | 48237 | 50143 |
| 10 | 38896 | 39676 | 41088 | 42425 | 43877 | 45514 | 46675 | 48237 | 50143 |
| 11 | 39530 | 40318 | 41761 | 43128 | 44612 | 46274 | 47992 | 49072 | 50964 |
| 12 | 39530 | 40318 | 41761 | 43128 | 44612 | 46274 | 47992 | 49072 | 50964 |
| 13 | 39530 | 40318 | 41761 | 43128 | 44612 | 46274 | 47992 | 49072 | 50964 |
| 14 | 41685 | 42478 | 43940 | 45422 | 46959 | 48678 | 49909 | 51620 | 53586 |
| 15 | 41685 | 42478 | 43940 | 45422 | 46959 | 48678 | 49909 | 51620 | 53586 |
| 16 | 43833 | 44641 | 46121 | 47717 | 49308 | 51081 | 52360 | 54166 | 56210 |
| | | | | | | | | | |
| Night Differential | 1264 | 1285 | 1343 | 1407 | 1466 | 1526 | 1568 | 1667 | 1749 |

| Step | GR 10 | GR 11 | GR 12 | GR 13 | GR 14 | GR 15 | GR 16 | GR 17 | GR 18 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| 1 | 42234 | 44322 | 47371 | 51773 | 56296 | 61192 | 66444 | 68812 | 71907 |
| 2 | 42234 | 44322 | 47371 | 51773 | 56296 | 61192 | 66444 | 68812 | 71907 |
| 3 | 45964 | 48128 | 51677 | 56638 | 61719 | 67168 | 72991 | 75639 | 79181 |
| 4 | 45964 | 48128 | 51677 | 56638 | 61719 | 67168 | 72991 | 75639 | 79181 |
| 5 | 49700 | 52343 | 55987 | 61502 | 67150 | 73146 | 79543 | 82467 | 86464 |
| 6 | 49700 | 52343 | 55987 | 61502 | 67150 | 73146 | 79543 | 82467 | 86464 |
| 7 | 49700 | 52343 | 55987 | 61502 | 67150 | 73146 | 79543 | 82467 | 86464 |
| 8 | 49700 | 52343 | 55987 | 61502 | 67150 | 73146 | 79543 | 82467 | 86464 |
| 9 | 52498 | 55353 | 59219 | 65152 | 71222 | 77631 | 84452 | 87590 | 91917 |
| 10 | 52498 | 55353 | 59219 | 65152 | 71222 | 77631 | 84452 | 87590 | 91917 |
| 11 | 53471 | 56358 | 60294 | 66369 | 72581 | 79122 | 86090 | 89298 | 93735 |
| 12 | 53471 | 56358 | 60294 | 66369 | 72581 | 79122 | 86090 | 89298 | 93735 |
| 13 | 53471 | 56358 | 60294 | 66369 | 72581 | 79122 | 86090 | 89298 | 93735 |
| 14 | 56174 | 59238 | 63326 | 69680 | 76178 | 82998 | 90248 | 93592 | 98255 |
| 15 | 56174 | 59238 | 63326 | 69680 | 76178 | 82998 | 90248 | 93592 | 98255 |
| 16 | 58917 | 62123 | 66354 | 72995 | 79776 | 86872 | 94404 | 97888 | 102771 |
| | | | | | | | | | |
| Night Differential | 1866 | 1903 | 2153 | 2432 | 2711 | 2988 | 3273 | 3413 | 3638 |

| Civil Service 6.0, 6.5, 7.0 Hour Salaries - 2015 - 2016 | | | |
|--|-------------|-------------|-------------|
| Step | 6.0 HOUR | 6.5 HOUR | 7.0 HOUR |
| 1 | 28,815 | 31,218 | 33,617 |
| 2 | 28,815 | 31,218 | 33,617 |
| 3 | 31,185 | 33,783 | 36,383 |
| 4 | 31,185 | 33,783 | 36,383 |
| 5 | 33,561 | 36,358 | 39,155 |
| 6 | 33,561 | 36,358 | 39,155 |
| 7 | 33,561 | 36,358 | 39,155 |
| 8 | 33,561 | 36,358 | 39,155 |
| 9 | 35,342 | 38,288 | 41,233 |
| 10 | 35,342 | 38,288 | 41,233 |
| 11 | 35,931 | 38,926 | 41,921 |
| 12 | 35,931 | 38,926 | 41,921 |
| 13 | 35,931 | 38,926 | 41,921 |
| 14 | 37,799 | 40,950 | 44,101 |
| 15 | 37,799 | 40,950 | 44,101 |
| 16 | 39,665 | 42,970 | 46,278 |

| Civil Service 6.0, 6.5, 7.0 Hour Salaries - 2016- 2017 | | | |
|---|-------------|-------------|-------------|
| Step | 6.0 HOUR | 6.5 HOUR | 7.0 HOUR |
| 1 | 29,247 | 31,686 | 34,121 |
| 2 | 29,247 | 31,686 | 34,121 |
| 3 | 31,653 | 34,290 | 36,929 |
| 4 | 31,653 | 34,290 | 36,929 |
| 5 | 34,064 | 36,903 | 39,742 |
| 6 | 34,064 | 36,903 | 39,742 |
| 7 | 34,064 | 36,903 | 39,742 |
| 8 | 34,064 | 36,903 | 39,742 |
| 9 | 35,872 | 38,862 | 41,851 |
| 10 | 35,872 | 38,862 | 41,851 |
| 11 | 36,470 | 39,510 | 42,550 |
| 12 | 36,470 | 39,510 | 42,550 |
| 13 | 36,470 | 39,510 | 42,550 |
| 14 | 38,366 | 41,564 | 44,763 |
| 15 | 38,366 | 41,564 | 44,763 |
| 16 | 40,260 | 43,615 | 46,972 |

| Civil Service 6.0, 6.5, 7.0 Hour Salaries - 2017- 2018 | | | |
|---|-------------|-------------|-------------|
| Step | 6.0 HOUR | 6.5 HOUR | 7.0 HOUR |
| 1 | 29,686 | 32,162 | 34,633 |
| 2 | 29,686 | 32,162 | 34,633 |
| 3 | 32,128 | 34,804 | 37,483 |
| 4 | 32,128 | 34,804 | 37,483 |
| 5 | 34,575 | 37,457 | 40,338 |
| 6 | 34,575 | 37,457 | 40,338 |
| 7 | 34,575 | 37,457 | 40,338 |
| 8 | 34,575 | 37,457 | 40,338 |
| 9 | 36,410 | 39,445 | 42,479 |
| 10 | 36,410 | 39,445 | 42,479 |
| 11 | 37,017 | 40,103 | 43,188 |
| 12 | 37,017 | 40,103 | 43,188 |
| 13 | 37,017 | 40,103 | 43,188 |
| 14 | 38,941 | 42,188 | 45,434 |
| 15 | 38,941 | 42,188 | 45,434 |
| 16 | 40,864 | 44,269 | 47,677 |

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**ARTICLE 5.03 SALARY SCHEDULE TERMS AND CONDITIONS -
SCHOOL RELATED PERSONNEL**

:01 Salary Placement

A. General

All employees serving as of any June 30 on a permanent, probationary, provisional or temporary basis on an annual salary rate as set forth in the Job Grades in this Agreement shall move automatically from one salary step to the next on the July 1 immediately following.

B. Increase in Job Grade and/or Promotion

When a position is reclassified or upgraded to a higher title or an employee is promoted to a higher titled position, the employee shall be placed on the same step of the higher grade or to the nearest step to his/her present step placement without exceeding an increased salary cap of \$3,000; *provided, however,* that the employee will not be placed at a salary level lower than Step 1 of his/her new grade. Said employee shall be entitled to the same number of service (longevity) increments on the scale of the new title that he/she was receiving prior to the reallocation to the higher job grade.

C. Reassignment to Lower Job Position

When an employee is reassigned or demoted to a lower job grade or position, the employee shall be permitted to continue at his/her present rate of pay during the period of incumbency except in the event of general staff-wide reductions, but shall not be entitled to any further salary increases while continuing in employment in the lower job grade position unless increases in salary for the lower job grade position would result in the establishment of a maximum salary for the lower job grade position which is in excess of the salary of the demoted or reassigned employee.

D. Future Promotions

1) The definition of an employee on job grade to be advanced on promotional appointment shall regard a half-time employee as a full-time employee for the purpose of determining that the new salary is at least one (1) increment above that of what a full-time twelve-month annual salary would be. The rationale for this is that the salary schedule deals only with full-time jobs for twelve-month employees, although the District has employees working less than twelve (12) months or less than a full day.

2) The District shall regard an employee in the labor or non-competitive class as though he/she were in the competitive class for the purpose of being granted the increment in this situation.

E. Prior Service Credit

An employee on Job Grade who has been continuously employed under a temporary appointment on an annual salary basis and/or a provisional appointment, shall, upon appointment on a probationary or permanent basis to the same position or to a position on a lower grade in the District without a break in continuity of employment, be credited with the length of time as a temporary employee and/or a provisional employee in determining the salary and vacation benefits of his/her position.

F. Date of Appointment

Any person appointed to a position between April 1st and June 30th shall not be eligible for an annual step increase until the second school year following the school year of appointment.

G. Application for Change in Job Grade

The District and the FUSE have agreed to written procedures and forms for applications for change in job grade. See Appendix 2. Applications for change in job grade will be presented to the Assistant Superintendent of Schools for Business and Administration only between December 1 and January 31 of any school year. Applicants will be notified in writing of the disposition of the applications no later than April 1; provided, however, that the remedy for any failure to meet the April 1 deadline will be a directive that the deadline be met, and not that the application will be granted.

:02 Special Salary Rates

- A.** Laborers and Motor Equipment Operators shall receive an additional \$3.50 per day when employed as substitutes in a higher job grade.
- B.** Secretary for Continuing Education - Part-Time - shall be paid at one-fourth ($\frac{1}{4}$) of the annual salary rate of the appropriate step.
- C.** Night Crew - Extra Pay - School Related Personnel assigned to the night crew whose normal working day extends beyond 8:00 p.m. shall receive an amount equal to two (2) increments over and above the appropriate existing schedule; and further, that where such employee is permanently assigned to a day crew whose normal working day does not fall within the limitations noted above, such employee shall thereupon receive the salary specified in the appropriate existing schedule.
- D.** Ten-Month Employees - an employee engaged on a ten-month basis shall receive five-sixths ($\frac{5}{6}$) of the twelve-month salary rate to the nearest dollar.
- E.** Part-Time Employees shall receive the pro-rata portion of the appropriate salary rate for part-time hours worked per day.

- F. Regularly employed Food Servers who have been employed on an hourly basis of four (4) hours or more at an hourly rate for three (3) continuous years or more as of June 30th shall, at the September 1st immediately following have their salary annualized based upon placement on Step One, Grade One, and shall receive five-sixths (5/6) of the twelve-month annual salary rate to the nearest dollar.
- G. All cafeteria employees who work four (4) hours or more daily, on a continuous basis, shall receive the benefits of the Welfare Fund.
- H. Any employee required to substitute in a higher job grade shall, after two (2) consecutive pay periods, be compensated at the rate applicable to the higher grade retroactive to the time of assumption of said position.

:03 Service (Longevity) Increments

School Related Personnel shall be entitled to service increments starting in the ninth year of continuous service in the District, as shown by Steps S9 through S16 of the salary schedules. These increments shall be effective on July 1st for twelve-month employees and September 1st for ten-month employees following the completion of the required number of years of continuous service. Credit shall not be given for years in which leaves of absence without pay are granted in excess of three (3) months duration. However, leaves of absence without pay are not to be considered a break in continuity of employment. Longevity payments shall be annualized for the entire fiscal year in which a longevity increment becomes due, as per salary schedule.

Commencing in the 23rd year of the employee's continuous service in the School District, School Related Personnel will be entitled to an annual service increment computed as 3.5% of the employee's base salary (*i.e.* grade and step, exclusive of night differentials and additional stipends) for the year in question. Years of actual service for the purposes of this section shall be computed in the same manner as teacher seniority.

:04 Educational Incentives

The District and the FUSE affirm their support to meet the needs of the District through a program of opportunities of continuing educational training for annualized School Related Personnel.

The training program will consist of the following procedures:

- 1) Compensation earned by an employee in this program will be part of the employee's salary on a continuing basis.
- 2) Incentive courses will be in-service and/or courses at an accredited educational institution.
- 3) All course work must have prior written approval by the Superintendent of Schools (or designee). This approval will not be unreasonably denied.

- 4) All employees successfully completing their fifteen (15) clock hours of District sponsored in-service courses shall earn one (1) credit.
- 5) All employees successfully completing courses sponsored by an outside accredited educational institution shall earn the credit designated by said institution.
- 6) Employees shall be compensated at a rate of one hundred-fifty (\$150) dollars for every five (5) credits earned. Compensation shall be granted in multiples of five (5) credits only in accordance with 7 and 8 below.
- 7) Payments will be granted for no more than fifteen (15) credits in any one school year.
- 8) A maximum of four hundred fifty (\$450) dollars for each school year shall be payable as follows:

July 1st and January 1st for twelve-month employees.

September 1st and February 1st for ten-month employees.

Request for payment must be made no later than December 15th for January and February and no later than May 15th for July and September. All requests must include transcripts from institutions where courses were completed and should be submitted to the Office of the Assistant Superintendent for Business and Administration.

:05 Payment to General School Aides – Evening and Weekend Events.

Payment to General School Aides for evening and weekend events shall be as follows:

| | |
|--------------------|---|
| \$60.00 per event | (Monday-Thursday, Friday starting prior to 7:00 p.m.) |
| \$85.00 per event | (Friday starting on or after 7:00 p.m.; Saturday; Sunday) |
| \$110.00 per event | (Double event) |

The assignment of General School Aides to supervise students under this paragraph shall be done on an equitable and rotating basis from a list maintained by the District.

:06 Asbestos Removal

When facilities staff do asbestos removal work when summer hours are in effect, such work will be paid at time-and-one-half overtime rates. It is understood that facilities staff will do such work only where it is uneconomical to call in outside contractors as has been past practice, and that asbestos removal work will not be deemed to have become unit work by reason of this agreement.

ARTICLE 5.04 PAYMENT UPON COMMENCEMENT OR TERMINATION OF EMPLOYMENT

Upon commencing employment after the first working day of the payroll period, an employee shall be paid at the rate set forth for temporary employees for each working day employed, except that no such employee shall receive a salary for said payroll period in excess of the salary that would have been received for employment for a full payroll period; and further that upon terminating employment before the last working day of the payroll period, an employee shall be paid at the rate applied to the salary for a full payroll period equal to that which the number of working days in the payroll period until termination of employment bears to the number of working days in the payroll period.

ARTICLE 5.05 STEP INCREMENTS

Step increments become effective July 1st of each year for 12-month employees, and September 1st of each year for 10-month employees.

In order to qualify for the step increment as of the commencement of any year, ten-month School Related Personnel must have been paid for no fewer than ninety (90) working days during the year immediately preceding, of which no more than forty-five (45) days shall have been paid sick leave, paid parental leave, or paid personal days. Paid sick days from the sick leave bank will not be counted towards the ninety (90) day minimum.

In order to qualify for the step increment as of the commencement of any year, twelve-month School Related Personnel must have been paid for no fewer than one hundred twenty-one (121) working days during the year immediately preceding, of which no more than sixty-one (61) days shall have been paid sick leave, paid parental leave, paid personal days, or paid vacation days. Paid sick days from the sick leave bank will not be counted towards the one hundred twenty-one (121) day minimum.

ARTICLE 5.06 DEDUCTION FOR ABSENCE

Salary deductions for absence or other salary deductions based on the daily rate, shall be at the rate of one-two hundred sixty-fourth ($1/264$) of the annual twelve-month salary rate for all employees for each working day absent for the payroll period. However, at the end of the school year, the Accounting Office will make the appropriate adjustments to conform the dockings on the basis of the number of actual working days in the respective school year.

ARTICLE 5.07 FOOD SERVICE

:01 At the School District's option, management and central buying for the school lunch program may be furnished directly by the School District or through an independent contractor; *provided, however*, that all personnel involved in the school lunch program other than personnel responsible for management and buying shall be School District

employees.

- :02 Drivers employed to transport food from one school to another will be employed under the title "Food Deliverer" at Grade 2 of the hourly rate for School Related Personnel as provided by this Agreement.

ARTICLE 5.08 PART-TIME REGISTERED PROFESSIONAL NURSES

All part-time Registered Professional Nurses working twenty (20) hours per week or more shall be placed on Step 2 of the annual salary schedule at the time of hire.

* * *

This Agreement shall be in effect for the period July 1, 2015 through June 30, 2018.

FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NEW ROCHELLE

Brian G. Osborne
Superintendent of Schools

Jeffrey A. Kehl
Chief Negotiator

FOR THE NEW ROCHELLE FEDERATION OF UNITED SCHOOL EMPLOYEES

Martin P. Daly
President

Michael Chwick
Chief Negotiator

APPENDIX 1
CITY SCHOOL DISTRICT OF NEW ROCHELLE
515 NORTH AVENUE
NEW ROCHELLE, NEW YORK 10801

EMPLOYEE PERFORMANCE EVALUATION REPORT

SCHOOL-RELATED PERSONNEL

NAME: _____ LOCATION: _____
JOB TITLE: _____ DATE: _____
EVALUATED BY: _____ POSITION: _____

EVALUATION PROCEDURES

1. Preparation: The evaluation should be prepared by the administrator of the employee's department/ division, or the administrator's designee, who will be a non-FUSE member.

2. Copies: The evaluation should be prepared in triplicate, with copies for the employee, the evaluator, and the School District's Personnel File.

3. Evaluation Cycle:
- Permanent and provisional employees will be evaluated once annually, prior to April 1st each year.
 - Probationary employees will be evaluated at the end of the third month following appointment and two weeks before the end of the sixth month following appointment.

4. Employee Signature: The employee's signature on the evaluation indicates that it has been received and reviewed, but does not mean that the employee necessarily agrees with the evaluation.

INSTRUCTIONS FOR EVALUATOR

1. This evaluation form calls for *narrative responses*. In order for the evaluation to be a useful performance appraisal tool for both you and the person being evaluated, you should be as *clear and specific* as possible.

2. Evaluate the employee in *each* performance area as it relates to his/her current assignment. Consider each performance area *separately*; do not let your evaluation in one area influence your judgment in other areas.

3. Your evaluation should be based on the employee's *usual* (characteristic) performance in each area. An isolated incident should not distort your assessment of how the employee *usually* performs.

4. Use independent judgment. Your evaluation should be based on *personal observation and knowledge* whenever possible. If you have based any conclusion on information received from others, *please note this specifically*.

JOB KNOWLEDGE AND SKILLS

A. Does the employee understand the work procedures and methods applicable to the job?

_____ If not, please identify any areas of deficiency: _____

Are there any specific areas of superior performance which should be noted? _____

B. Does the employee understand the use and care of equipment for which he/she is

responsible? _____ If not, please identify any areas of deficiency: _____

Are there any areas of superior performance which should be noted? _____

C. Does the employee adapt to new methods and techniques? _____

If not, please identify any areas of deficiency: _____

_____ Are there any areas of superior performance which should be noted? _____

D. Does the employee properly plan and organize his/her work? _____

If not, please identify any areas of deficiency: _____

_____ Are there any areas of superior performance which should be noted? _____

E. Does the employee recognize and deal with errors and problems? _____

_____ If not, please identify any areas of deficiency: _____

_____ Are there any areas of superior performance which should be noted? _____

PRODUCTIVITY

Does the employee produce (i) an appropriate volume of work (ii) in conformity with general standards and schedules, and (iii) work completed within an appropriate allotted time? _____

_____ If not, please identify any areas of deficiency: _____

_____ Are there any areas of superior performance which should be noted? _____

QUALITY

Does the employee's work reflect accuracy, thoroughness, and good judgment? _____

If not, please identify any areas of deficiency: _____

Are there any areas of superior performance which should be noted? _____

INITIATIVE

Does the employee (i) show a desire to improve his/her job performance, (ii) deal with problems as they arise, (iii) assume responsibility for the work, and (iv) demonstrate creativity or adaptability? _____ If not, please identify any areas of deficiency: _____

_____ Are there any areas of superior performance which should be noted? _____

DEPENDABILITY

A. Is the employee's attendance satisfactory? _____ Is the employee punctual with respect to arrival at work, departure from work, and breaks during the work day?

_____ Does the employee give advance notice of absences and other needs which may affect his/her work schedule? _____ If not, please identify any areas of deficiency: _____

_____ Are there any areas of superior performance which should be noted? _____

B. Does the employee follow instructions accurately and without the need for ongoing supervision? _____ If not, please identify any areas of deficiency: _____

Are there any areas of superior performance which should be noted? _____

C. Does the employee work well independently? _____ If not,
please identify any areas of deficiency: _____

Are there any areas of superior performance which should be noted? _____

RELATIONSHIPS AND ATTITUDE

A. Does the employee work well with co-workers? _____ Is the
employee helpful and polite to other members of the school community and the public?
_____ If not, please identify any areas of deficiency: _____

Are there any areas of superior performance which should be noted? _____

B. Does the employee respond appropriately to guidance and criticism? _____
If not, please identify any areas of deficiency: _____

_____ Are there any areas of
superior performance which should be noted? _____

C. How would you characterize the employee's overall attitude? (*Please give a narrative
response*) _____

GOALS AND OBJECTIVES

A. Did the employee *successfully accomplish* any goals or objectives since the time of his/her last performance evaluation? *(Please give a narrative response)* _____

B. Did the employee *fail to accomplish* any goals or objectives since the time of his/her last performance evaluation? *(Please give a narrative response)* _____

C. What are the goals or objectives which this employee should pursue following this evaluation? *(Please give a narrative response)* _____

OTHER COMMENTS

Is there any other information which you feel should be added to give this employee and the School District a better understanding of how well he/she is performing? _____

EMPLOYEE'S COMMENTS (OPTIONAL):

(You may, but are not required to, enter your own comments as to how you feel about this evaluation) _____

I have received a copy of this evaluation:

Employee's Signature: _____

Evaluator's Signature: _____

Date on which evaluation was presented to employee: _____

A copy of this evaluation is to be placed in the employee's personnel file.

APPENDIX 2
CITY SCHOOL DISTRICT OF THE CITY OF NEW ROCHELLE
REQUEST FOR REVIEW OF JOB GRADE ALLOCATION
SCHOOL-RELATED PERSONNEL

TO: Assistant Superintendent of Schools
for Business and Administration

FROM: _____
Name of Employee Requesting Change

DATE: _____, 199__

PRESENT JOB PLACEMENT: _____
Job Title Grade

REQUESTED JOB PLACEMENT: _____
Job Title Grade

Instructions to Employee:

This form should be submitted to your department head for forwarding to the Assistant Superintendent of Schools for Business and Administration after you have completed and signed it, and after the head of your department has completed the final section.

A change in job grade may be requested for one of the following reasons:

- You were initially assigned to the wrong job classification when you were hired (for example, you were hired as a cleaner but have always been assigned to the painting crew).
- You have been reassigned to another job, but the appropriate classification change has not been made (for example, you started work as a clerk-typist and were later reassigned or promoted to a position as a data entry clerk).
- The nature of your job has changed over time so that a re-classification to another job grade is appropriate (for example, you used to work as a member of the outside grounds crew, and you are now supervising a grounds crew).

A change in job grade should not be requested for the following reasons:

- *You were temporarily reassigned to out-of-title work, but then reverted to your old position.*
- *You are working harder than you used to work.*
- *You have had to learn new methods to do your old job (for example, you had to learn how to use a new program or operating system in order to do word processing; you had to be trained by the School District to deal with blood and body fluids safely in order to work as a cleaner; you had to learn new safety precautions or how to use a new type of paint sprayer as a painter).*

Section to be Completed by Employee:

1. Check the box below which best describes your request:
 - ☐ My initial job placement was incorrect, and I have always been doing the job described in Part 2 below.
 - ☐ I have been assigned to the new position described in Part 2 below, but the classification change which should have been made has not been made.
 - ☐ My job has changed over time as described in Part 2 below so that it is now really a different job at a higher grade.
2. Please describe clearly how the nature of the job you are now doing is *different* from your old job classification, and how it matches the job classification you are requesting. If your current job has different educational or skills requirements, requires a different license than your old job, or involves increased supervisory responsibility on your part, please explain the changes. The more detail you give, the better your request will be understood.

You may continue on the back of this page or attach another page if necessary.

I certify that the information set forth above is accurate to the best of my knowledge.

Employee signature: _____

Date: _____

Section to be Completed by Department Head:

I have reviewed the above request for a changed job grade allocation, and state the following
(*check one box*):

- ☐ The information set forth in the request is, in my opinion, complete and accurate.
- ☐ The information set forth in the request is, in my opinion, either incomplete or inaccurate for the following reason(s) (*reasons must be stated*):

Other comments by department head (*optional*):

Department head signature: _____

Date: _____