

AGREEMENT

between

THE BOARD OF EDUCATION

SCARSDALE UNION FREE SCHOOL DISTRICT

Scarsdale, New York

And

SCARSDALE TEACHERS ASSOCIATION, INC.

for the period

JULY 1, 2016

through

JUNE 30, 2020

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AGREEMENT between the Board of Education of Scarsdale Union Free School District (hereinafter referred to as the “Board”), and the Scarsdale Teachers Association, Inc. (hereinafter referred to as the “Association”).

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

Article 1-Recognition

The Board hereby recognizes the Association as the exclusive representative for all professional employees of the Board, including all classroom teachers, psychologists, librarians, special teachers, High School Deans, Middle School House Counselors, department heads, District coordinators, teachers in charge, elementary curriculum coordinators, part time teachers, and summer school teachers, as well as school nurses, occupational therapists, and physical therapists but excluding certain personnel having supervisory duty, that is, the Superintendent, Assistant Superintendents, Principals, Assistant Principals, and central staff directors, employed by the Board, for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment as provided in the Public Employees' Fair Employment Act. Unless otherwise indicated, the term "teacher" or "teachers" when used in this Agreement shall refer to a member or members of the unit herein defined.

Article 2-Collective Negotiations

A. The Board and the Association agree to negotiate in good faith in an effort to reach Agreement in the determination of, and administration of grievances arising under the terms and conditions of employment (as defined in the Public Employees' Fair Employment Act) of the teachers in the unit. All proposals for adoption in the school year following the expiration of this Agreement shall be submitted in writing by the Board or the Association to the other party by February 15, 2020, and negotiations on such proposals shall commence as soon thereafter as is practicable.

B. During negotiations, the Board and Association shall present relevant data, and exchange points of view. The Board shall, within reason, make available records, data and information in its possession (including line budget items where developed) which are directly pertinent to a topic under negotiation. The Association shall also, within reason, make available records, data, and information in its possession or which may be available through its state or national affiliate and which are directly pertinent to a topic under negotiation. In addition, the Board will provide the Association with copies of the School District's annual audited financial report for the fiscal years 2016-17, 2017-18, 2018-19 and 2019-20. Negotiated agreements shall be reduced to writing and be signed by the Association and the Board. No agreements shall be signed until all negotiations are completed on all topics being negotiated.

C. 1. If a negotiating session is held during part of a school day, Association members directly engaged in negotiation discussions shall be released without loss of pay from their normal duties at least fifteen (15) minutes prior to the beginning of the session. If it shall be necessary during the school day for such Association members to meet and confer or engage in activity to prepare for negotiations, not more than fifteen (15) days of released time in the school year shall be permitted without loss of pay for that purpose; provided, however, that the President of the Association shall provide the Superintendent of Schools, in writing, ordinarily three (3) days in advance, with the name of each teacher and the date and hour of requested release; and on grounds of educational hardship for the students of each teacher, the Superintendent may direct that another date be used. Days permitted under this provision shall not be charged to the personal leave days provided in Article 28.

2. Except as provided in this paragraph C, no within the school day activity of the members of the Association negotiating team shall in any manner alter or interfere with the normal instructional processes of any teacher.

Article 3-Association Dues Deductions

A. The Business Office of the District shall collect dues of members of the Association, on behalf of the Association, by a system of authorized dues deductions. Teachers, as defined in Article 1 hereof, shall sign and file dues deduction cards for this purpose with the Business Office, and thereafter, dues deduction cards will remain effective until withdrawn by the teacher or until the teacher's employment in the District terminates. On or before June 30th of each year, and again on or before January 15th, the President of the Association shall inform the Assistant Superintendent for Business & Facilities in writing of the exact amount of dues to be collected for each membership category. Deductions reported by June 30th will be made in twenty (20) equal installments, beginning on or about September 15th. Deductions reported by January 15th will be made in ten (10) equal installments beginning February 15th.

B. Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equivalent to the membership dues of the Association. The Association shall forward to the proper officer of the District a list of nonmembers and the sum of money to be deducted from each person's paycheck for the agency fee. Said amount shall be deducted from each person's paycheck in a manner equivalent to the manner in which dues deductions are made for members of the Association. The District Business Office shall forward said total amount of the agency fee deducted to the Association.

The Association shall have in place a procedure for the refund to agency fee payers of such part of the agency fee which may be required to be refunded pursuant to law.

Article 4-Association Facilities

A. The Board shall assign space to the Association in Scarsdale High School to be used as an office of the Association.

B. The Board shall provide the following facilities to the Association: a private telephone to be paid for by the Association, one bulletin board in each faculty room at each school in the District, and a meeting room at each school when use of the room is permitted by the Principal of the school. In addition, the Association is to have use of teachers' mailboxes and reasonable use of the mail service of each school.

Article 5-Association President

A. The President of the Association will be released from those pupil supervisory duties specified in this Article to transact Association business, provided such duties can be satisfactorily performed by the Principal assigning them to other teachers without the necessity of the hiring of additional personnel. Such released duties are: study hall, bus duty, playground supervision, cafeteria duty, recess duty, homeroom duty, hall monitoring, and chaperoning.

B. The President shall have his or her teaching load reduced by 40%. His or her schedule shall be so arranged as to leave each afternoon free from teaching and supervisory duties.

Article 6-Board’s Rules and Regulations

Copies of each amendment or new policy made to the Board’s current Rules and Regulations, during the life of this contract, will be made available as follows:

A. One (1) copy of each amendment or new policy will be added to the Board’s Rules and Regulations book located in the library of each public school in the District, and

B. Copies of each amendment or new policy will be given to the President of the Association for distribution by him or her to members of the Association who have copies of the Board’s Rules and Regulations book.

Article 7-Academic Freedom

The Board and the Association affirm that academic freedom has been and shall continue to be guaranteed to all teachers in this District.

Article 8-Major Curriculum Changes

Curriculum development and changes will be carried out in a shared and collegial manner by teachers and administrators with the Assistant Superintendent for Instruction having primary responsibility for supporting and overseeing curriculum projects and changes. Such curriculum projects and changes are subject to the authority of the Board under statute.

A. ***Elementary Schools:*** Curriculum at the elementary schools will be developed through a District Committee(s). Each elementary school will be represented on such a committee with the composition of the committee to be determined by the Superintendent or his/her designee in consultation with the STA President. For any changes that would affect the Middle School, a representative from the related department of the Middle School will be appointed by the Middle School building unit.

B. ***Secondary Schools:*** Curriculum at the Middle School and High School will be developed through individual departments, school wide committees, and individual group initiative. When the secondary schools are involved in District curriculum committees, each school will be represented by at least one teacher who is either elected or appointed by the Association building unit in each school.

C. ***Support for New Curriculum:*** The Assistant Superintendent for Instruction and the STI Director will collaborate with each other, curriculum committees, building departments, and the Principals in planning and carrying out staff development necessary to prepare teachers to develop, use, and evaluate new curriculum.

D. Nothing in this article precludes the faculty and Principal at individual schools from proposing curriculum to meet the unique building needs and interests.

Article 9-Professional Development Program

A. The Board will allocate the following amounts for such professional development activities as may be recommended by a joint Administration/Teacher Professional Development Committee (consisting of four administrators appointed by the Superintendent and four teachers appointed by the Association) and approved by the Board: \$129,000 in 2016-17, \$134,000 in 2017-18, \$139,000 in 2018-19, and \$144,000 in 2019-20. Recipients of any salary payments made pursuant to this provision from September 1st through the end of the school year in June shall be paid at a daily rate prorated upon 80% of their full salary during the then current school

year. Recipients of any salary payments made pursuant to this provision from the end of the school year in June to September 1st of the following school year will be paid at a daily rate prorated upon 80% of their full salary during the preceding school year.

B. If, for any reason, recipients return money to the District or do not use their approved allocation, these funds shall be used to fund additional approved activities in the same school year. If for any reason such funds are not used for such purpose during the same school year, they shall be added to any funds provided for such purpose in the Agreement for the ensuing year.

C. Professional Development Program funds not committed during the initial March April selection process shall become available for further applications in the same school year. If for any reason such funds are not used for such purpose during the same school year, they shall be added to any funds provided for such purpose in the Agreement for the ensuing school year. The Superintendent and the Professional Development Committee shall establish new dates for accepting and reviewing the new applications.

Article 10-Scarsdale Teachers Institute

A. The Board will approve a full-time leave with pay and with full benefits for a teacher presently on staff who is designated by the Association to serve as Director of the STI.

B. The Board will provide such suitable accommodation as may be available as an office or headquarters for the Director's use without charge to the Association. The Board shall not incur cost for any secretarial service for the Institute.

C. The Board will provide such suitable accommodation as may be available for use as an Institute Center for all staff members. The Center shall be used for some course meetings and to house standing exhibits of particular interest to teachers, such as environmental models and collections of children's books.

D. Under the Rules and Regulations of the Board for in service courses, the Association may recommend to the Superintendent through the Accreditation Committee, referred to in "F" below, that Institute courses be approved for salary credit for staff members. Upon approval by the Board such courses may carry one (1) to three (3) units of credit at the rate established on the current salary schedule in the District. Class or lecture time, reading, and appropriate activities for a course for study credit will be patterned in a manner generally consistent with university practices. Teachers at MA+75 or above who successfully complete courses approved for credit will receive a stipend in the amount of \$300. Also, the Board may approve one (1) course per semester for payment of a stipend in the amount of \$300 to participating teachers rather than for salary credit. Stipends which are paid shall not be deducted from the amount specified in paragraph K below.

E. The option to offer a course without salary credit and without any form of financial assistance from the Board shall remain with the Institute, and, if a course is denied salary credit, the Institute may conduct it for such teachers as wish to pursue the subject provided, however, that such a course not be conducted during school hours except with the prior approval of the Board. The Board shall incur no direct cost of instructor's salary, study credit or other related costs for such non approved courses. For any courses which it intends to give on school grounds, the STI will apply to the Board for permission to use the buildings or grounds in the manner established for all community groups.

F. An Accreditation Committee shall be composed of three (3) teachers designated by the Association and three (3) administrators designated by the Superintendent. This committee shall review all Institute in service course proposals to be presented to the Superintendent. The Committee shall submit written descriptions of recommended courses to the Superintendent no later than thirty (30) days prior to the anticipated commencement of any course. Upon the recommendation of the Superintendent, the Board shall determine whether or not it will approve the course for salary credit and the Superintendent shall confirm the decision of the Board within thirty days of receiving the original request. If the Board does not approve a course, the Institute Director shall have the option of revising and resubmitting the course for Board consideration.

G. Released time equivalent to three (3) school days shall be provided to each of the three (3) teacher members of the Accreditation Committee for meetings to review Institute courses. If additional time is required to complete its work, the Committee shall schedule its meetings at such times as all members can reasonably attend.

H. In order to obtain salary credit for an approved course, a teacher will be responsible for completing the course requirements. The Director of the Institute will certify to the Superintendent that the teacher has met the requirements. In addition, the teacher shall, within ninety days of completion of the course, file with the Assistant Superintendent for Human Resources and Leadership Development office a signed statement certifying (1) that he or she has met all the requirements for the course, (2) how he or she has met these requirements, and (3) requesting salary credit.

I. The Association shall be responsible for the preparation of a yearly analysis of the nature and degree of success of the Institute courses offered during the school year. Such a report shall provide a description of each course offered both for credit and non credit and an estimate of the course's quality and effectiveness. The report shall also include registration lists of all teachers and others who have enrolled in STI courses or other experiences during the program year, a listing of all disbursements made from all funding received by the STI during the program year, and a listing of all payments made to teachers during the program year. The report shall be filed with the Board and the Superintendent by August 31st immediately following the program year.

J.1. Effective with the 2016-17 school year, salary study credits earned by any teacher through the Institute shall not exceed eight (8) in any one school year. Continuing payment for such credits shall conform to the "study credit" policies of the Board of Education. K 12 teachers who are not directly responsible for teaching fine arts courses may take six (6) credits in the fine arts out of twenty four (24) earned. However, this limitation shall not apply to courses that address the goals of the district's Strategic Plan as determined by the STI Accreditation Committee. Any STI credits above the credit limit shall not be accorded salary schedule credit but will receive a stipend in the amount of \$300.

2. Upon application and approval, the eight (8) credit maximum noted above may be waived for STI courses where the STI Accreditation Committee determines that such courses meet District goals.

K. 1. The Board will allocate the following for salaries, reasonable travel expenses, reasonable supplies and materials of instructors, and reasonable cost of materials for course administration with respect to in service courses approved for salary credit and to other in service education activities approved by the Board conducted during such school year: \$121,000 in 2016-17, \$126,000 in 2017-18, \$131,000 in 2018-2019, and the sum of \$136,000 in the year 2019-20. The Board will not assume any cost for learning or text materials for course enrollees.

2. In each year of the contract the Board will allocate an additional \$500 to the STI if funding from the New York State Teacher Resource and Computer Training Center Grant is not increased by at least \$500 per year.

L. The course plan that a leader develops shall be considered his project requirement for salary credit if the course is approved for credit.

M. For the purpose of planning the Institute program for the following school year, the Institute Director shall be paid by the Board for fifteen (15) days of summer work during each of the years of this Agreement. Payment shall be prorated upon a daily rate of 1/200th of the Director's full salary during the preceding school year. These funds shall not be deducted from the amount for Institute programming specified in paragraph K above.

Article 11-Teacher Salary Schedule

A. The teacher salary schedule for the period September 1, 2016, to August 31, 2017, shall be increased by 1.5% above the salary schedule for February 1, 2016. The teacher salary schedule for September 1, 2017, and ending August 31, 2018, shall be increased by 1.5% above the prior year's salary schedule. The teacher salary schedule for September 1, 2018, and ending August 31, 2019, shall be increased by 1.3% above the prior year's salary schedule. The teacher salary schedule for September 1, 2019, and ending August 31, 2020, shall be increased by 1.2% above the prior year's salary schedule. Those teachers who were employed in the District in 2013 – 2014 who return to the District in 2014 – 2015 shall receive an off schedule recurring salary payment of \$1750. This amount shall be prorated for part-time staff (see Exhibit C).

B. Effective September 30, 2015 additional steps shall be added to the salary schedule as Steps 2A, 6A, 11A, 14A. The new steps shall be derived by adding half of the difference between the numbered step and the following step (i.e. 2A shall be half the difference between 2 and 3). Effective September 1, 2016 the existing steps 1 through 15 shall be renumbered 1 through 19.

Article 12-Payroll Schedule

Salaries will be paid biweekly between September and June of each year. When payday falls on a day when school is not in session, salaries will be paid on the nearest preceding school day except as set forth in paragraph B below. Each teacher, nurse, occupational and physical therapist may select either pay option herein contained, provided that the Assistant Superintendent for Business & Facilities be informed in writing before June 30th of the preceding school year.

A. Twenty (20) or more checks per school year, commencing on or about September 15th, each check consisting of a proportionate amount of the teacher's annual salary.

B. Twenty four (24) or more checks per school year, commencing on or about September 15th, each check consisting of a proportionate amount of the teacher's annual salary. The final five (5) payments, however, shall be paid on the last payday in June.

Football- J.V. Assistant	36	Soccer- Boys Varsity A Assist.	40
Football- J.V. B Head	36	Soccer- Boys Varsity B	53
Football- J.V. B Assistant	36	Soccer- Boys J.V.	48
Football- Frosh Head	36	Soccer- Boys J.V. B	48
Football- Frosh Assistant	36	Soccer- Girls Varsity A Head	67
Football- Frosh Assistant	36	Soccer- Girls Varsity A Assist.	40
Golf- Boys	45	Soccer- Girls Varsity B Head	53
Golf- Girls	45	Soccer- Girls J.V. A	48
Gymnastics- Head	65	Soccer- Girls J.V. B	48
Gymnastics- Assistant	48	Softball- Head	55
Ice Hockey- Head	54	Softball- Assistant	40
Ice Hockey- Assistant	40	Softball- J.V.	40
Ice Hockey- Modified Head	33	Softball- Frosh	30
Ice Hockey- Modified Assist.	30	Swimming- Boys Head	65
Ice Hockey- Modified Assist.	30	Swimming- Boys Assistant	50
Indoor Track- Head	72	Swimming- Girls Head	65
Indoor Track- Assistant	47	Swimming- Girls Assistant	50
Indoor Track- Assistant	47	Tennis- Boys Varsity Head	50
Indoor Track- Assistant	47	Tennis- Boys Varsity B Head	33
Lacrosse- Boys Varsity Head	63	Tennis- Boys J.V.	33
Lacrosse- Boys Varsity Assist.	43	Tennis- Girls Varsity Head	50
Lacrosse- Boys J.V.	48	Tennis- Girls Varsity B Head	33
Lacrosse- Boys Frosh	43	Tennis- Girls J.V.	33
Lacrosse- Boys Modified Head	30	Volleyball- Girls Varsity Head	54
Lacrosse- Boys Modified Head	30	Volleyball- Girls J.V. A	38
Lacrosse- Boys Modified Asst.	27	Volleyball- Girls J.V. B	38
Lacrosse- Girls Varsity Head	63	Volleyball- Girls Modified Head	30
Lacrosse- Girls Varsity Assist.	43	Volleyball- Girls Modified Head	30
Lacrosse- Girls J.V.	48	Volleyball- Girls Modified Asst.	27
Lacrosse- Girls Modified Head	30	Wrestling- Boys Head	67
Lacrosse- Girls Modified Head	30	Wrestling- Boys J.V.	48
Lacrosse- Girls Modified Asst.	27	Wrestling- Boys Modified Head	30
		Wrestling- Boys Modified Asst.	27

H.S. Intramurals

(30 pts. for each of 3 seasons) 90

M.S. Director of After School Life

(30 pts. for each of 3 seasons) 90

Modified Athletic Director

(38 pts. for each of 3 seasons) 114

Compensation for Intramurals \$17.00 per hour

B. Openings in any of the above positions are to be posted and emailed to all district staff. Scarsdale teacher applicants shall be interviewed. Only after such posting and interviewing, may an applicant other than a Scarsdale teacher be offered the position.

C. For all coaches employed by the Scarsdale Board of Education prior to the 2007-08 school year who coach in the same sport beyond one (1) year, the multiplier shall be as follows:

Year 1	.0023
Year 2	.0025
Year 3	.0027
Year 4	.0029
Year 5	.0030

Beginning with those coaches new to their positions as of the 2007-08 school year, for those who coach in the same sport beyond one (1) year, the multiplier shall be as follows:

Year 1	.0023
Year 2	.0024
Year 3	.0025
Year 4	.0026
Year 5	.0027
Year 6	.0029*

Prior coaching experience in Scarsdale in the same sport shall be counted to determine the appropriate multiplier. The multiplier for the Director of Athletics shall be .0025.

The multipliers referenced in this paragraph shall not be advanced to the next Year during the 2016-17 school year and the 2018-19 school year.

*For coaches not regularly employed by the Scarsdale Board of Education, beginning in their sixth (6) year of service coaching the same sport, the stipend shall increase by .02% of the base salary (Class I, Step 1) of the 2007-08 school year.

D. The Board will reimburse coaches for reasonable and necessary expenses as recommended by the Superintendent and approved by the Board. The Board will also reimburse coaches for courses required for certification as coaches up to \$200 per coach per year.

E. Physical education teachers who begin service with Scarsdale on or after September 1st, 1987 may be assigned to coach one interscholastic sport a year. If such

assignment should become a hardship the teacher may seek an exemption from this assignment from the Superintendent. The decision of the Superintendent shall be final and binding and not subject to the grievance procedure.

F. Teachers who volunteer to do so may, at the sole discretion of the Superintendent, be assigned a coaching workday, the hours of which shall be so scheduled as to permit time for coaching as part of the teacher's regular assignment. In such case, no coaching stipend shall be paid. In scheduling a coaching workday with the Superintendent, the teacher shall be accompanied by a representative of the STA.

G. A joint committee consisting of the Assistant Superintendent for Human Resources and Leadership Development, the STA President (or a delegate of the President), and the Lead Negotiator of the STA shall be convened each year to review Article 14. This Joint Committee shall only be used to determine the point value for newly added positions, not to change point allocations.

H. There shall be a representative appointed by the STA President or designee on all committees constituted for the hiring of athletic coaches in the District.

I. The parties understand and agree that the expenditure of funds provided for under this Article, as well as others calling for the payment of extra pay for extra assignments, require Board action and that the materials considered by the Board in reviewing such action may reflect dollar values as opposed to point values.

Article 15-Extra-Curricular Assignment Pay

A. Extra-curricular assignment pay shall be a product of the appropriate point value listed below times .0019 times the base salary (Class 1, Step 1) of the Salary Schedule in effect February 1, 2015.

<u>Assignment</u>	<u>Points</u>	
High School Yearbook Advisor	110	(65)
High School Newspaper Advisor	115	(65)
High School Senior Class Advisor	90	(55)
High School Student Government Advisor	75	(45)
High School Speech & Debate Coach	105	
High School Assist Speech & Debate Coach	30	
High School U.N. Club Advisor	90	
High School Band Director	55	
High School Chamber Orchestra	75	
High School Drama Club Advisor	40	
High School Drama Directors	35	
(for each dramatic or musical production authorized by the Superintendent)		
High School Technical Club Advisor	40	
High School Musical Pit Director	20	
High School Tri-M Music Honor Society	20	
High School Technical Directors	30*	
(for each dramatic or musical production authorized by the Superintendent)		
High School Musical Production Coach	30*	
(for a musical production authorized by the Superintendent)		
High School Literary Magazine Advisor	40	
High School Junior Class Advisor	50	(35)
High School Sophomore Class Advisor	30	(20)
High School Freshman Class Advisor	25	(15)

High School Science Olympiad	20 (per advisor)
High School Mathematics Team Coach	50
High School Habitat for Humanity	40
High School Mock Trial	45
High School Video Production Supervisor	40
High School French Club	10
High School Foreign Exchange Head (for each exchange authorized by the Superintendent)	20
High School Foreign Exchange Assistant (for each exchange authorized by the Superintendent)	10
High School Advisor to International Student Program	15
High School Garden Club Sponsor	40
High School Honor Society Art Advisor	10
High School Wellness Coordinator	40 (starting 2017-18)
High School A Capella Advisor	40
High School Quiz Bowl Advisor	40
High School Hack Scarsdale Club Advisor	40
High School Signifer Advisor	20
Middle School Yearbook Advisor	95
Middle School Video Yearbook Advisor	25
Middle School Student Government Advisor	95
Middle School Student Government Advisor Asst	40
Middle School Drama Directors (for dramatic productions authorized by the Superintendent)	30*
Middle School Musical Directors (for musical productions authorized by the Superintendent)	30*
Middle School Costumes/Props Director (for each dramatic or musical production authorized by the Superintendent)	30*
Middle School Production Tech Director	30
Middle School Speech Contest Director	25
Middle School Technical Advisor	25
Middle School Literary Magazine Advisor	40
Middle School Newspaper	10
Middle School Store	15
Middle School Jazz Ensemble	40
Middle School Vocal Music Solo Club	40
Middle School Sinfonietta Strings	20
Middle School Vocal Music Ensemble Club	20
Middle School Percussion Ensemble	20
Middle School Wind Ensemble	40
Middle School Math Counts Club	25 (35 starting 2017-18)
Middle School Debate Club	10
Middle School Science Olympiad (25 starting in 2017-18)	20 (per authorized advisor)
Middle School Human Rights Advisor	25
Middle School Young Women in Leadership	15
Middle School Activities Advisors	70**
All School Elementary Band	40

All School Elementary Orchestra	40
Elementary School Activity Advisors	125**
All County Elementary Chorus	40
All County/State Middle School Chorus	10
All County/State Senior High Chorus	15

B. Openings in any of the above positions are to be posted. Scarsdale teacher applicants shall be interviewed. Only after such posting and interviewing, may an applicant other than a Scarsdale teacher be offered the position.

C. For teachers regularly employed by the Board who advise in the same activity beyond one year, the multiplier shall be as follows:

Year 2=.0021	Year 3=.0023
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The multipliers referenced in this paragraph shall not be advanced to the next Year during the 2016-17 school year and the 2018-19 school year.

D. For positions in parentheses, if two (2) teachers regularly employed by the Board are acting jointly in this capacity, each teacher shall receive the points in parenthesis. For all other positions which are split between multiple teachers, the split of points shall be determined at the discretion of the Assistant Superintendent for Human Resources and Leadership Development.

E. A Joint Committee consisting of the Assistant Superintendent for Human Resources and Leadership Development, the STA President (or a delegate of the President), and the Lead Negotiator of the STA shall be convened each year to review Article 15. This Joint Committee shall be used to determine the point value for newly added positions, not change point allocations.

*With the approval of the Superintendent these assignments may be divided between two (2) teachers, with neither participating teacher to receive fewer than ten (10) points. If one teacher serves as technical advisor and either drama director or musical production coach in the same production, the point value shall be fifty five (55) points.

**For the Middle School and each elementary school. The Principal in each school shall determine the activity or activities in consultation with the STA building unit chairperson in that school.

F. The parties understand and agree that the expenditure of funds provided for under this Article, as well as others calling for the payment of extra pay for extra assignments, require Board action and that the materials considered by the Board in reviewing such action may reflect dollar values as opposed to point values.

Article 16-Salary Differentials and Work Year for Certain Assignments

During each of the years of this Agreement the following assignments shall receive a salary differential as listed. High School Deans will work on four (4) of the five (5) weekdays in the week immediately preceding Labor Day. Middle School House Counselors will work on two (2) of the five (5) weekdays in the week immediately preceding Labor Day. All other staff members entitled to receive a differential under this Article are required to work the additional days set forth

below in order to fulfill his or her responsibility. The schedule of these days will be determined by the individual staff member with the approval of the building Principal. Generally, these days will be scheduled during school recess periods, the months of July or August, and/or during the period after graduation in June, and/or the period prior to Labor Day in September.

	Pre 1998		Post 1998/Pre 9/1/02			
	<u>Differential</u>	<u>Days</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Days</u>
<u>Senior High-Other</u>						
Deans	11.0	10	8.0	9.0	10.0	12
CSE Chair	5.0		5.0	6.0	7.0	5

Middle School Small Dept. Chairs

Related Arts	4.0	4	4.0	5.0	6.0	5
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Middle School-Other

House	11.0	8	8.0	9.0	10.0	10
Counselor						

Other District Positions

Psychologists	5.0	4	5.0	5.0	5.0	5
Elem. Curriculum Coordinators	5.0	4	3.0	4.0	5.0	5

Effective 9/1/02

SENIOR HIGH SCHOOL

<u>Large Dept. Chairs</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Days</u>
English	\$9,000	\$10,000	\$11,000	10
Foreign Language	\$9,000	\$10,000	\$11,000	10
Mathematics	\$9,000	\$10,000	\$11,000	10
Science	\$9,000	\$10,000	\$11,000	10
Social Studies	\$9,000	\$10,000	\$11,000	10

Teacher-in-Charge

Alternative School	\$7,000	\$8,000	\$9,000	10
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Senior High Small Dept. Chairs

Fine Arts	\$5,000	\$6,000	\$7,000	5
P.E. & Health	\$5,000	\$6,000	\$7,000	5
Special Education	\$5,000	\$6,000	\$7,000	5
Guidance	\$6,000	\$7,000	\$8,000	7

Other (Senior High)

Deans	\$7,000	\$8,000	\$9,000	12
Head Computer Teacher	\$6,000	\$7,000	\$8,000	5
CSE Chair	\$4,000	\$5,000	\$6,000	5
SAT Coordinator	\$3,000	\$4,000	\$5,000	
Senior Options Coordinator	\$4,000	\$5,000	\$6,000	

MIDDLE SCHOOL

<u>Large Dept. Chairs</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Days</u>
English	\$9,000	\$10,000	\$11,000	10
World Language	\$9,000	\$10,000	\$11,000	10
Mathematics	\$9,000	\$10,000	\$11,000	10
Science	\$9,000	\$10,000	\$11,000	10
Social Studies	\$9,000	\$10,000	\$11,000	10
Special Education	\$9,000	\$10,000	\$11,000	10

Middle School Small Dept. Chairs

P.E. & Health	\$4,000	\$5,000	\$6,000	5
Related Arts	\$4,000	\$5,000	\$6,000	5
Music	\$5,000	\$6,000	\$7,000	5

Middle School Teacher-in-Charge

CHOICE	\$5,000	\$6,000	\$7,000	7
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Other (Middle School)

House Counselor	\$7,000	\$8,000	\$9,000	10
Head Computer Teacher	\$5,000	\$6,000	\$7,000	5
Lunch Supervisor	8.0	8.0	8.0	

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Days</u>
<u>District Coordinators</u>				
Music & Performing Art	\$9,000	\$10,000	\$11,000	10
Fine Arts	\$9,000	\$10,000	\$11,000	10
Health	\$4,000	\$5,000	\$6,000	10
Technology	\$9,000	\$10,000	\$11,000	10
Physical Education	\$6,000	\$7,000	\$8,000	10

Elementary Positions

Teacher-in-Charge	5.0	6.0	7.0	5
Lunch Supervisor	8.0	8.0	8.0	
Head Computer Teacher	\$5,000	\$6,000	\$7,000	5
Enrichment Teacher	\$3,000	\$4,000	\$5,000	5
K-5 Head Art Teacher	\$3,000	\$4,000	\$5,000	5
K-5 Head Instr. Music	\$4,000	\$5,000	\$6,000	5
K-5 Head Vocal Music	\$4,000	\$5,000	\$6,000	5
K-5 Head PE & Health	\$4,000	\$5,000	\$6,000	5

Other District Positions

Psychologists	\$3,000	\$4,000	\$5,000	5
Director of Psychologists	\$4,000	\$5,000	\$6,000	5
Helping Teachers	\$3,000	\$4,000	\$5,000	5
Head Librarian	\$4,000	\$5,000	\$6,000	5
Director of Nurses	\$3,000	\$4,000	\$5,000	5
TIC Special Ed Classes	\$3,000	\$4,000	\$5,000	5
ESL Head Teacher	\$2,000	\$3,000	\$4,000	5

Beginning in an individual's fourth (4) year of service in a particular position, the amount of the differential will increase each year at 2.5% of the third (3) year's amount.

Stipends

Mentor Coordinator	\$1,950
Prof. Perf. Review Coord. (Option A)	\$1,950
Prof. Development Co-chair	\$1,400
College Data Analyst	\$3,000

Stipends for positions whose year one compensation in the 2013-16 Agreement is \$7,000, \$8,000, or \$9,000 shall be increased by \$350 for each year of this Agreement. Stipends for the positions whose first year stipend value is \$5,000 or \$6,000 in the 2013-16 Agreement shall increase by \$250 each year of this Agreement. Stipends for positions whose first year compensation value is \$2,000, \$3,000, or \$4,000 in the 2013-16 Agreement shall be increased by \$150 each year of the Agreement. These increases will not continue beyond the end of the Contract term, notwithstanding Section 209-a (1)(e) of the Civil Service Law. During the length of the Contract, the 2.5% adjustment reflected at the end of the Article will be suspended. The suspension of that provision will not continue beyond the end of the Contract term notwithstanding Section 209-a (1)(e) of the Civil Service Law.

Article 17-Summer School Salary

When and if the District conducts a summer school, all teachers employed in such school during July and August will be paid at a daily rate prorated upon 80% of their full salary during the following school year.

Article 18-Improvement of Instruction Program

All staff members engaged in Improvement of Instruction projects from September 1st, through the end of the school year in June will be paid at a daily rate prorated upon 80% of their full salary during the then current school year. All staff members engaged in such projects from the end of the school year in June to September 1st of the following school year will be paid at a daily rate prorated upon 80% of their full salary during the preceding school year.

Article 19-Termination Allowance

A. Any tenured teacher who is notified that he or she will not be employed during the following year solely because of the elimination of his or her position shall be entitled to payment for unused sick leave accumulated in the district up to a maximum of 180 days, calculated at the daily rate of 1/200th of the teacher's salary during the last full year of employment in the district, less unemployment insurance or salary from a new position received by the teacher.

B. The amount due the teacher in accordance with Paragraph A shall be calculated, divided into tenths and paid monthly thereafter for ten (10) months in accordance with the next sentence. At the end of each of the ten (10) months following the teacher's termination, the teacher shall inform the Superintendent in writing as to the amount of any such unemployment insurance payment or salary received by the teacher during that month. This amount, if any, shall be deducted from the next payment due the teacher and a check for the balance shall be forwarded to the teacher.

C. Any teacher eligible for the benefits set forth in Paragraph A above may choose to forgo the benefits set forth in Paragraph A and, instead, choose to receive up to 18 months of health insurance through the School District Plan at no cost to such eligible teachers who choose this option. Should the eligible teacher choose this option instead of the benefit set forth in Paragraph A above, it shall continue for up to 18 months so long as the teacher does not obtain employment elsewhere that affords the teacher health insurance coverage. Should a teacher obtain employment elsewhere, he/she shall immediately notify the Superintendent in writing of said employment and whether the teacher is eligible for health insurance as a result of being so employed. An eligible teacher who chooses this option must indicate such choice to the District in writing no later than May 15 prior to the layoff or two weeks after receiving the layoff notice, whichever is later.

Article 20-Health and Life Insurance

A. 1. The Board shall continue the current benefits under the Scarsdale Self-Insured Health Insurance Plan for individual teachers, nurses, occupational therapists, and physical therapists and their dependents and for teachers, nurses, occupational therapists, and physical therapists of the School District who have retired or who will retire and who were covered by the District's health insurance plan and their dependents. Members of the bargaining unit eligible for health insurance under this Article shall, if they choose coverage, contribute 7% of the applicable COBRA premium (individual or family as appropriate) through payroll deduction with this contribution level to increase as follows: 2017-18 – 7.5%; 2018-19 – 8%; 2019-20 -8.5%. The District shall provide, to the extent permitted by law, a qualified IRS Section 125 Plan permitting for health insurance payments of this nature to be contributed pre-tax. The health insurance plan shall be incorporated into and made a part of this agreement and may be altered only pursuant to collective negotiations between the parties.

2. Effective with employees commencing employment on or after July 1, 2007, a teacher's spouse (domestic partner) who is eligible for health insurance coverage at his/her place of employment where the employer pays 80% or more of the cost of health insurance will not be eligible for full coverage under the Scarsdale Plan. The Plan will continue coordination of benefits for any such spouse (domestic partner). Such spouse (domestic partner) may participate in the Plan by paying an amount equal to the premium equivalent at the individual rate. If the teacher has dependents on the District plan, then they must also be enrolled in the spouse's plan for the purpose of coordination of benefits. Each teacher with family coverage affected by this provision will be required to complete an enrollment form specifying the spouse's (domestic partner's) employer and coverage availability. Such certification shall require that the teacher must notify the District if the spouse (domestic partner) changes employers or employment status including access to health insurance and/or the employer's contribution rate) and must provide a new certification.

B. During each of the years of this Agreement the Board shall provide a life insurance policy in an amount equivalent to twice the teacher's or nurse's annual salary with a minimum of \$40,000 and a maximum of \$250,000 for all teachers or nurses employed on a one half time or greater basis.

C. The Board will pay for medical examinations required by the Board according to the following schedule:

1. Medical examinations performed by a school physician will be paid in full.

2. The cost of medical examinations, including chest X-rays performed by the teacher's personal physician, will be reimbursed up to a maximum of \$50. Medical reports received by the District will be maintained as confidential information in the teacher's personnel folder.

D. A Health Insurance Review Committee consisting of the Assistant Superintendent for Business, the Assistant Superintendent for Human Resources and Leadership Development, the President of the Association, and two (2) teachers designated by the President of the STA shall meet from time to time to review coverage, rates, and other matters pertinent to the District's health insurance program and to report to the Board and the STA.

E. 1. To be eligible for health insurance at District cost into retirement with the State Retirement System, a member of the bargaining unit must have served at least ten (10) years with the district. Teachers who commence employment on or after July 1, 2007 shall be eligible for health insurance in retirement after twelve (12) years in Scarsdale.

2. Eligible unit members retiring on or after July 1, 2018 who choose health insurance through the District health insurance plan in retirement shall be obligated to make the following contributions toward the applicable COBRA premium in retirement (family or individual as appropriate):

<u>Years of active service in the District</u>	<u>Contribution Level</u>
30 years or more of service in the District	3%
at least 20 years of service but less than 30 years of service in the District	5%
at least 12 years of service but less than 20 years of service in the District	full employee contribution rate in effect at time of retirement

Article 21-Benefit Fund

A. During the 2016-17 and 2017-18 school years, the Board will contribute to the Scarsdale Teachers Association, Inc. Benefit Trust Fund the sum of \$1,936 for each teacher, nurse, occupational therapist, and physical therapist employed by the Board on a half-time or greater basis to be used to provide insurance benefits to such teachers provided, that the Plan is administered and the contributions to the fund are made under and pursuant to the trust documents heretofore executed by the Board and the Association and as be amended from time to time. During the 2018-19 school year the amount shall be \$1,956. During the 2019-20 school year the amount shall be \$1,976. Such payments shall be made to the Fund in each year in two equal payments, one payment by October 1st and the second by January 1st.

In addition to the above, the District shall contribute \$10,000 to the Benefit Trust Fund in each school year of this Agreement that the Association certifies to the District by January 15th of that year that the Trust will provide catastrophic health insurance coverage to all employees covered by the Benefit Trust.

B. By October 1st of each of the years of this Agreement, the Board shall provide the sum of five hundred (\$500) to be used as an insurance fund for personal

property loss or damage suffered by teachers. This fund shall be administered under and pursuant to the agreement and declaration of trust and the collateral agreement described in paragraph A of this Article.

Article 22-Personal Property Loss or Damage

Provided a teacher has secured prior written approval from the building Principal to make instructional use of personal property for carrying out teacher responsibilities and such property is lost or damaged, not as the result of carelessness or negligence on the part of the teacher, the Board shall assume the responsibility for its repair or replacement, provided, however, such responsibility shall not exceed the sum of \$2,000 per each occurrence.

Article 23-Sick Leave Bank

The Board and the Administration will maintain a jointly administered sick leave bank consisting of days contributed pursuant to the following procedure. Upon receiving tenure all members of the bargaining unit shall make an initial contribution of two (2) days from his/her accrued sick leave. When the accumulated days in the bank drops below 200 in number on September 1st of the given year, all tenured members of the bargaining unit who have at least thirty-one (31) or more accrued sick days as of that September 1st will be required to contribute one (1) day to the sick bank. Tenured teachers who have used all their accumulated sick leave and who are a victim of a prolonged illness and/or disability may apply for the use of sick leave bank according to the following definitions and procedures:

1. The sick leave bank shall be administered by a governing committee of two (2) administrators appointed by the Superintendent and two (2) professional staff members appointed by the President of the Association. The function of the governing committee shall be to approve or disapprove sick leave bank applications. The governing committee shall establish its operational procedures including selecting a chairperson, meeting times, listing of necessary specialists, application forms, etc.

2. For the purpose of this article, "prolonged" is defined as twenty (20) consecutive school days or more. Holidays and vacations are not "school days."

3. Application for withdrawal of time from the sick leave bank shall be made to the Superintendent or his or her designee by the employee or, in the event of incapacity, by a) a legally qualified relative, or b) a legal guardian.

4. Application for withdrawal of time from the sick leave bank shall be supported by a statement of need from a physician.

5. The governing committee shall have the right to request an examination of the employee by a Board physician designated by the governing committee. Such examination shall be paid by the Board.

6. In the event of a disagreement between the employee's physician and the Board's physician as to the applicant's disability, a third and mutually acceptable professional consultation, examination, and opinion on disability shall be binding on all parties. The cost of the third consultation, examination, and/or opinion shall be shared equally by the employee and the Board of Education. If the third physician has certified to disability and the committee is divided two to two on whether or not the applicant may use the bank, the application shall be granted.

7. For any one illness and/or disability an individual may withdraw up to a maximum number of school days equal to one full school year.

8. In the event that an employee may require additional time from the sick

leave bank, he or she shall have the right to submit a request for such time up to an additional school year according to steps three (3) through six (6). Approval for such additional time for any one illness and/or disability may only be granted by a vote of at least three (3) members of the governing committee. In no event may a teacher receive more days than equal to double the number of days in the full school year from the Bank for any one illness or disability.

Article 24-Just Cause

A. No teacher shall be subject to disciplinary action for infraction of Board Rules and Regulations or other serious dereliction of duty without just cause.

B. For the purpose of this Article the following definitions shall apply and govern the foregoing provision:

1. "Disciplinary Action" shall mean and include only written reprimand, suspension from duty, fines, disciplinary demotions, or the withholding of an economic benefit to which one would normally be entitled.

2. "Just Cause" shall mean a reasonable basis for the disciplinary action.

C. Nothing contained in this Article is intended in any way to apply or pertain to formal observation and evaluation of a teacher relating to the teacher's classroom competency (except if such formal observation and evaluation is used as the basis for a disciplinary action), termination, or discharge of teachers.

Article 25-Posting and Notification of Openings

A. All professional staff openings of one semester or more in duration are to be posted in each building and emailed to District staff. This posting shall generally take place two (2) weeks prior to the commencement of interviews unless the circumstances surrounding the opening require that interviews be conducted expeditiously in which case such circumstances will be communicated to the STA President and the posting period will be reduced accordingly. All Scarsdale teacher applicants shall be entitled to a written response.

B. Scarsdale teachers shall be notified by email of any openings which may occur during the summer vacation period, including any and all teaching, administrative, extra curricular, or athletic coaching openings.

C. Every reasonable effort will be made to comply with paragraph B above. However, failure to comply shall not in any way prevent the vacancy from being filled.

Article 26-Personnel Files

Teachers shall have the right to inspect the contents of their District personnel file in the Superintendent's office within the usual business hours as hereinafter provided. Items permitted to be inspected in the file shall be all entries dated September 1, 1969, and thereafter, except items pertaining to recruitment or hiring. The file shall be maintained in a manner to protect items pertaining to recruitment and hiring. The right of inspection means that a teacher, upon reasonable notice, may inspect such permitted items in his or her file in the presence of the Assistant Superintendent for Human Resources and Leadership Development or his or her designee. The teacher may not remove any items from the file but the Board shall provide upon reasonable notice a copy of any permitted item upon the request of the employee, and at the employee's expense. Letters or memoranda which relate to his or her professional performance shall not be placed in a teacher's file until the teacher has been offered in writing an opportunity to review the material. All such letters or

memoranda must be signed by the author and initialed by the administrator requesting the material to be placed in the file. The teacher shall, within five (5) school days after such offer, review the material and acknowledge that he or she has read such material by affixing his or her signature on the actual document to be filed. After this five (5) day period, the material will be filed whether or not it has been signed by the teacher. The signature will not indicate agreement with the contents. The employee may, after reviewing the material, prepare his or her clarification, interpretation, or comment of any permitted item included in his or her file and it will be attached thereto. Effective September 1969, all items open to inspection by the employee shall be sequentially numbered.

A teacher will be entitled to have a representative of the Association accompany him or her during such an inspection.

If a teacher brings a grievance proceeding which has advanced to Stage Four (4), he or she will be entitled to inspect any permitted item in his or her file not less than 48 hours before it is introduced in the arbitration proceeding; and further he or she will be entitled to inspect any item in his or her file pertaining to his or her recruitment or hiring provided the same is introduced in the arbitration proceeding as evidence against him or her which inspection shall be allowed not less than 48 hours before such item is so introduced in evidence. No permitted item in such teacher's file will be introduced in an arbitration proceeding if such item is dated more than five (5) years prior to the commencement of such proceeding.

Article 27-Absences and Leaves - Absence for Personal Illness

No salary deduction will be made for absences due to personal illness for the number of sick days accumulated by a teacher, nurse, occupational or physical therapist in accordance with the following provisions of the sick leave policy:

1. Pursuant to this agreement, teachers and nurses shall be entitled to:
 - a. All sick leave accumulated as of the end of this agreement.
 - b. Twenty (20) days at any time after the first day of the first year of employment.
 - c. Eighteen (18) days for teachers and nurses whose employment commences on or after October 1st.
 - d. Two (2) days per month for each full or partial month of service during the first year of employment for teachers and nurses whose employment commences on or after November 1st.
 - e. Up to fifteen (15) additional days per year until accumulated sick leave reaches a total the number of school days in one full school year for the second and succeeding years of employment.
 - f. Up to fifteen (15) additional days per year thereafter not to exceed a total of the number of school days in one full year.
 - g. An additional fifteen (15) days toward maximum accumulation of sick leave will be given to those teachers in the year following their tenure appointment.

2. Should a non-tenured teacher exhaust accumulated sick leave, he or she may make an application for an extension to the Assistant Superintendent for Human Resources and Leadership Development. Upon receipt of the application, the Superintendent will meet with the teacher to discuss the merits of the request. In the event the Assistant Superintendent for Human Resources and Leadership Development does not recommend such leave, or the Board overrules the Superintendent's

recommendation in favor of the leave, the teacher may petition the Board for further redress under this Agreement; neither the Superintendent nor the Board shall be required to grant additional sick leave. When a teacher is physically unable to make such petition, a personal representative may be appointed.

3. The sick leave to which a teacher is entitled is the total number of accumulated days minus those days used by the teacher during his or her employment by the Board.

4. Proof of illness shall be certified as follows:

- a. For illnesses of one (1) through five (5) consecutive school days, the teacher shall certify his or her own illness in writing to the building Principal upon the teacher's return to school. However, where the building Principal has reason to believe that a teacher has shown an apparent pattern of abusing the benefits of this Article, the Principal shall inform the teacher that he or she believes that a pattern exists, and that a statement from a physician may be required as proof of illness following the teacher's next absence which falls within the pattern.
- b. For illnesses of six (6) through twenty (20) consecutive school days, the teacher shall, upon his or her return to school, furnish the building Principal with a certificate from a physician.
- c. For any succeeding period of twenty (20) consecutive school days of further illness, the teacher shall furnish the building Principal with a further physician's certificate.

Article 28-Absences and Leaves of Absence for Personal Purposes

Personal absence may be authorized by the Assistant Superintendent for Human Resources and Leadership Development normally with pay not to exceed ten (10) days in any school year for the following purposes:

Immediate Family Situations*

Death in the immediate family

Illness in the immediate family

Birth in the immediate family

Wedding in the immediate family

Moving household

Graduation of a spouse or child

Medical appointment that cannot be scheduled at another time

Special Event or Emergency

*"Immediate Family" for the purposes of this Article shall include spouse, domestic partner, children, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law and grandparents.

Death of Persons Not in the Immediate Family

Two (2) of the ten (10) days may be authorized in the event of death of other relatives or friends.

Legal Matters

Court appearance

House transaction

Directed meeting with IRS or any other government taxing authority

Final settlement of an estate

Adoption of a child

Other legal matter

Religious Holiday

Other Compelling Personal Emergency

A. In certain instances, as determined by the Assistant Superintendent for Human Resources and Leadership Development, personal absence may be approved for such purposes without a deduction in salary.

B. Personal absence shall not be granted for the instructional day immediately preceding or following any holiday or vacation day listed in the school year calendar, except for reasons of illness, birth, death, compelling legal matter, religious holiday, or emergency in the immediate family of the teacher. Additional provision for such absence is made in the Board's Rules and Regulations.

C. The staff member shall submit to his or her building Principal or other appropriate administrator written application for the Superintendent's approval of personal absence days not less than five (5) days in advance of the requested occurrence, except for emergency circumstances, which necessitate a lesser prior period of application.

D. Two (2) of the days of personal absence may be without statement of reason at the discretion of the staff member.

E. At the end of each school year, a tenured teacher having unused personal days shall have up to three (3) such days placed in an individual crisis bank. Banking of such personal days may not begin until the end of the year in which the teacher serves on tenure. Days placed in such a bank may not exceed ten (10) in number at any time. A teacher may make application to draw time from the bank by directing such application in writing to the governing committee described in Article 23 paragraph 2 (the sick bank governing committee). The application must reflect the circumstances which generate the need to use days in his/her bank relating to a case involving dying or death of parent, spouse/domestic partner, child, grandparent, or grandchild. Any teacher making application to use days so banked will be required to provide documentation to substantiate his/her need. Any days so granted will run concurrent to FMLA Leave, to the extent that the situation qualified.

Article 29-Leaves of Absence - Without Pay

A. A tenured teacher or nurse, physical therapist or occupational therapist with permanent status according to Civil Service Rules & Regulations who has completed three (3) consecutive years of service in Scarsdale immediately preceding a requested leave of absence may apply to the Superintendent of Schools for a leave of absence without pay for a period not to exceed two (2) years. Staff members on such leave shall not be eligible to return to the District until the September next following the expiration of such leave, or until such earlier date, including midyear, as may be authorized by the Superintendent and approved by the Board within its sole discretion. Except when, in the judgment of the Superintendent, which judgment shall be final and binding, unusual circumstances bring about the need and request for

a leave at a later date, application shall be made in writing no later than one hundred and twenty (120) days preceding the commencement of such leave of absence and action on applications shall be taken by the Board with the recommendation of the Superintendent. Staff members must declare their intentions in writing regarding returning to active service in the District following their leave of absence no later than ninety (90) days prior to the expiration of such leave. The positions of staff members failing to declare their intentions in writing ninety (90) days prior to the expiration of such leave shall be deemed abandoned. Staff members on leave of absence without pay will not accrue any salary increment or sick leave days and the Board will not pay any premium for health insurance or life insurance coverage. This provision may be varied if required by the Family and Medical Leave Act (FMLA), provided, however, that any greater benefits provided by the terms of this Agreement shall in no way be diminished.

B. Leaves for purposes of this Article shall be of eleven (11) consecutive school days or more in duration. Any requests for absences without pay for periods of ten (10) school days or less shall be made pursuant to the Rules and Regulations of the Board.

Article 30-Jury Duty

Staff Members serving jury duty shall be excused without salary deduction and without charge to allowable leave under any other section of this Agreement. Salary received for jury duty must be repaid to the school district.

Article 31-Child-Care Leave

A. Tenured teachers, or nurse, or occupational therapist with permanent status according to Civil Service Rules & Regulations may apply to the Superintendent or his designee for a child care leave of absence without pay for a period not to exceed two (2) years, except that tenured teachers, nurses, or occupational therapists who become pregnant during an authorized child care leave may apply for an extension of that leave for an additional period not to exceed two (2) years. Staff members on child care leave shall not be eligible to return to the District until the September next following the expiration of such leave, or until such earlier date, including midyear, as may be authorized by the Superintendent or his designee and approved by the Board within its sole discretion. Except where unusual circumstances, in the judgment of the Superintendent or his designee, which judgment shall be final and binding, bring about the need and request for leave at a later date, application shall be made in writing no later than ninety (90) days prior to the requested commencement of such leave. Staff members on child care leave will not accrue any salary increment or personal absence days and the Board of Education will not pay any premiums for health insurance or life insurance coverage.

B. A staff member planning to adopt a child shall notify the Superintendent or his designee at least one month prior to the anticipated adoption except where the immediacy of the situation demands a shorter period of notification. That person may request a leave with pay not to exceed ten (10) days. If procedures associated with the adoption take longer, the period may be extended with pay at the discretion of the Superintendent.

C. This provision may be varied if required by the Family and Medical Leave Act (FMLA), provided, however, that any greater benefits provided by the terms of this Agreement shall in no way be diminished.

D. Non tenured teachers shall not be eligible for child care leaves except as provided pursuant to the Family and Medical Leave Act (FMLA).

Article 32-Calendar

A. During the months of November and December of each year of this Agreement, the Administration and the Association shall meet to determine the school calendar for the following year.

B. Effective with the 1998-99 school-year, three (3) days in addition to the regular school calendar will be designated for all members of the bargaining unit for staff development purposes. A joint committee of teachers appointed by the STA and administrators appointed by the Superintendent shall meet to develop mutually the schedule and plan of these days. A Conference Day for teachers will be included if mutually agreeable. Once adopted by the Board, the calendar shall be disseminated to teachers.

C. Effective with the 2003-04 school year one additional instructional day will be added within the regular school calendar.

D. Effective with the 2017-18 school year, one Superintendent's Conference day preceding student attendance in the beginning of the year shall be removed from the calendar and the conference day marked as an asterisk day on the calendar shall consist of two (2) technology hours.

Article 33-Grievance Procedure

A. **Purpose**—The purpose of this procedure is to secure, at the lowest possible administrative level and at the earliest possible stage, an orderly and equitable settlement of differences which may, from time to time arise affecting the matters specified in paragraph "B" below. The grievance procedures outlined herein are not to be used for changing the provisions of this Agreement nor the rules and regulations of the Board nor for establishing new ones.

B. Definition of Grievance

1. A "grievance" is a claimed violation, misinterpretation, or inequitable application of (a) any express provision of the Agreement or of (b) any Board Rule, Regulation or Policy pertaining to terms and conditions of employment.

2. An "aggrieved person" is the person or persons making the claim.

C. Basic Principles

1. A teacher shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

2. Nothing herein contained shall be construed as limiting the right of an individual teacher having a grievance to resolve the matter informally with his or her immediate supervisor.

3. If he or she chooses, an aggrieved person may be represented at Stages One (1) and Two (2) by from one to three professional staff members of his or her choosing. At Stages Three (3) and Four (4) he or she may be represented by any person or persons of his or her choosing. At Stage One (1) the Association may participate only if requested to do so by the aggrieved party. However, at Stages Two (2) through Four (4) the Association shall have the right to be present and to state its views through any of its officers and/or counsel whether or not the aggrieved person requests such participation.

4. In disputes arising outside the jurisdiction of a building Principal an aggrieved person may initiate a grievance proceeding directly at Stage Two (2).

5. If a grievance affects a group or class of teachers, and if the Association is authorized in writing to bring the grievance on behalf of teachers from at least two different school buildings, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Stage Two (2). In such a group or class grievance, the Association shall have the same status as an aggrieved person. The written grievance shall state the facts on which it is based, the provisions of this Agreement and/or the Board's Rules, Regulations, and Policies involved and the relief sought and shall be signed by the President of the Association or his designee.

6. Each aggrieved person shall have access at reasonable times to all written material, relevant documents, and records concerning the alleged grievance that would be subject to judicial subpoena at the instance of the party requesting same.

7. All meetings at Stage One (1) shall be confidential. At Stages Two (2), Three (3), and Four (4) all proceedings shall be confidential unless the Board, the Association, and the aggrieved party agree that the proceedings shall be public.

8. The aggrieved person shall have the right to withdraw his or her grievance and personal involvement at any point. The Association, however, may take up and pursue such grievance as an Association grievance once the aggrieved person has filed the grievance at Stage Two (2) or beyond.

D. Procedure - Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each stage should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the parties will make every effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year or as soon as practicable after the opening of the next school year.

3. A grievance will be deemed to have been waived unless presented within sixty (60) school days after the event or events on which the grievance is based are known or should reasonably have been known by the aggrieved person, except that the end of a school year shall toll such period of limitations until the opening day of the next school year, and that the procedure created by this contract, notwithstanding the expiration of the contract, shall remain in effect with respect to any grievance arising during the term of this contract. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

E. Procedure - Stages

1. Stage One (1)

a) A person who feels aggrieved may file a written grievance with his or her Principal with a copy to the President of the Association on the Notification of Grievance form which is available in all schools. (A copy of this form is included as Exhibit D to this Agreement.) The written grievance shall state the facts on which it is based, the provisions of this Agreement and/or the Board Rules, Regulations, and

Policies involved and the relief sought and shall be signed and dated by the aggrieved party.

b) Within five (5) days after the presentation of the written grievance, the Principal will meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person shall be present and may be represented by from one to three professional staff members of his or her choosing. A decision shall be rendered on the grievance within five (5) school days after such meeting.

2. Stage Two (2)

a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Stage One, or if a decision has not been rendered within five (5) school days after the meeting at Stage One, he or she may file the grievance in writing with the Superintendent, with a copy to the President of the Association, within five (5) school days after the decision at Stage One (1), or twenty (20) school days after the written grievance was presented, whichever is sooner.

b) Within five (5) school days after receipt of the written grievance by the Superintendent, he or she or their designee will meet with the aggrieved person in an effort to resolve it. The Superintendent, or his designee, will render a decision on the grievance within ten (10) school days after he first meets on the grievance.

3. Stage Three (3)

a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Stage Two, or if no decision has been rendered within ten (10) school days after he or she has first met with the Superintendent, or their designee, he or she may file the grievance in writing with the President of the Board with copies to the Superintendent and the President of the Association within five (5) school days after a decision by the Superintendent, or his designee, or twenty (20) school days after he or she has first met with the Superintendent, or his designee, whichever is sooner.

b) Within ten (10) school days after receiving the written grievance, at least a legal quorum of the Board shall meet with the aggrieved person for the purpose of resolving it. The Board shall render its decision in writing on the grievance within ten (10) school days after its first meeting with the grievant.

4. Stage Four (4)

a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Stage Three (3), or if no decision has been rendered within ten (10) school days after he or she has first met with the Board, he or she may, within five (5) school days after a decision by the Board or twenty (20) school days after he or she has first met with the Board, whichever is sooner, file the grievance in writing with the President of the Association with a copy to the Superintendent requesting the Association to submit his or her grievance to arbitration. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the aggrieved person by notifying the Board and the Superintendent in writing to that effect. The notice shall include a statement of the issues to be decided by the arbitrator, the provisions of the Agreement and/or Board Rules, Regulations, and Policies involved and the relief sought.

b) Within ten (10) school days after such written notice of submission to arbitration the Board and the Association (or the aggrieved person if he or she initiates the arbitration) shall request the American Arbitration Association to designate a panel of arbitrators experienced in public employment relations with reference to schools from which in accordance with the rules then obtaining of the American

Arbitration Association an arbitrator will be selected or designated.

c) The arbitrator so selected will hold closed hearings promptly in the Village of Scarsdale and will issue a written award not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his or her decision strictly to the interpretation or application of the express provisions of this Agreement and/or the Rules, Regulations, and the Policies of the Board submitted to him or her and shall apply such provisions to the specific facts of the grievance and he or she shall be without power or authority to make any decisions:

1) contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or the Rules, Regulations, and Policies of the Board, or any applicable law or Rules, Regulations, or Policies having the force and effect of law;

2) involving Board discretion or Board Policy or Superintendent's discretion, except that he or she may decide in a particular case submitted to him or her under the provisions of this agreement that the Board or the Superintendent, as the case may be, exercised its or his or her discretion under a provision of this Agreement in so discriminatory, arbitrary, or capricious a manner as to constitute an abuse of discretion.

d) As to grievance pertaining to any express provision of this Agreement, the decision of the arbitrator, if made in accordance with his or her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and they will abide by it and judgment may be entered thereon in a court of competent jurisdiction. As to grievances pertaining to any Board Rules, Regulations, and Policies pertaining to terms and conditions of employment, the decision of the arbitrator will be advisory to the parties.

e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association (except as otherwise provided in paragraph E.4 (a) above).

f) If both the Board and the Association agree, a Stage Four (4) grievance may be arbitrated under the Expedited Arbitration Procedure of the American Arbitration Association.

Article 34-Chaperoning

A. Teachers shall be reimbursed at regular District rates for mileage traveled in their own car to and from their home on chaperoning assignments after regular school hours.

B. No teacher shall be required to chaperone more than one event per year.

C. Out of district chaperoning shall be voluntary.

D. The Board shall contribute the sum of \$6,000 in each year of this Agreement for the purpose of paying high school teachers for chaperoning certain after school events. A committee consisting of two high school administrators appointed by the Superintendent and two (2) high school teachers appointed by the President of the STA shall decide each year how such funds shall be distributed.

E. The Assistant Superintendent for Human Resources and Leadership Development upon recommendation from the building Principal may authorize payment of \$100 per day for chaperoning school related events which are undertaken

in addition to a teacher's normal assignment. The District will make reasonable efforts to inform teachers early in the school year of any required chaperoning assignment by October 1st.

F. Nurses may volunteer for paid chaperoning.

Article 35-Professional Performance Review

A. Introduction - The performance of all professional personnel shall be reviewed annually. A full review of each tenured teacher shall normally be prepared at least once every three years. This review may take one of two forms, self-directed or supervision-directed. A more limited review shall be completed each year in which a full review is not prepared.

B. Criteria and Forms - No later than September 15th each year all tenured teachers shall receive a statement of the criteria and copies of any forms to be used in the professional performance review.

C. Professional Growth Options (Self-directed) -The full review may be selected from but not limited to those options listed below. These options shall be exercised when both the teacher and the teacher's Principal agree to do so.

Prior to October 1st of the year in which the Full Review is to be conducted, the teacher shall submit a plan for his/her professional growth during that year to the Principal or other supervisor designated by the Principal. The plan shall include a statement of goals and objectives, a list of activities, a tentative timetable, and a method of assessment. Professional Growth Options may be selected from the range of professional opportunities available within the district (i.e.) Critical Friends, Action Research, Teacher Portfolios, and Teacher-Supervisor Collaboration.

The supervisor may suggest changes in the plan; once the plan is acceptable to both the teacher and the supervisor, both shall sign it. During the year the teacher and the supervisor shall meet when appropriate to discuss progress on the plan. On or before June 1st the teacher shall submit to the supervisor a written report of what he or she did and what he or she learned. The report should include a summary that can be published in a journal for dissemination when permission is given by both the teacher and supervisor.

D. Performance Review (Supervisor-directed)

1. The teacher will receive a formal evaluation based in part on at least two formal observations, conducted in accordance with paragraphs 3 and 4 of Performance Review Program. Such observations must have been conducted subsequent to the prior formal evaluation of the teacher. (This latter requirement, however, shall not apply to the first formal evaluation of a teacher prepared in accordance with this Article.)

2. A tenured teacher shall be given 24 hours' notice of a formal observation. This observation should last at least 20 minutes to the extent permitted by law.

3. Within five (5) school days after the observation, the observer and the teacher shall meet to discuss the observation and the observation report. The teacher will sign the observation report to indicate only that he or she has read it. The report shall then be placed in the teacher's file. The teacher may prepare written comments on the report, which comments shall also be placed in the teacher's file.

4. The final evaluation report shall be given to the teacher and within ten (10) school days thereafter the evaluator and the teacher shall meet to discuss it. The teacher will sign the report to indicate only that he or she has read it. The report shall then be placed in the teacher's file. The teacher may prepare written comments on the report, which comments shall also be placed in the teacher's file.

E. Limited Review

1. The limited review may be conducted by the teacher's Principal, department head, and/or other appropriate supervisor(s). Teachers shall be informed no later than October 1st of each year which supervisor(s) shall participate in the review.

2. During the year the supervisor may visit the teacher's class(es) and consult with the teacher as the supervisor deems appropriate. In the event that the supervisor writes an observation report to be filed, the teacher will sign the report to indicate only that he or she has read it. The report shall then be placed in the teacher's file. The teacher may prepare written comments on the report, which comments shall also be placed in the teacher's file. The teacher may request a conference with the supervisor to discuss the report, in which case the supervisor and the teacher shall conduct such a conference within the five school days following the teacher's request.

3. During the year the supervisor or the teacher may request a conference to discuss the teacher's professional performance to date. The supervisor shall record the date and time of the conference, but no report need be written or filed. The teacher may prepare written comments on the report, which comments shall also be placed in the teacher's file.

4. Prior to June 1st of each year the supervisor shall prepare and give to the teacher a "Professional Performance Tenured Teacher/Limited Review" report form. The teacher shall sign the report to indicate only that he or she has read it. The report shall then be placed in the teacher's file. The supervisor and the teacher shall discuss the contents of the report and shall discuss also the teacher's professional performance goals for the following school year.

5. If the supervisor checks "Needs Improvement" in any category, the supervisor shall explain in writing the nature of the improvement needed and shall, within ten school days, meet with the teacher to discuss the report. The teacher may prepare written comments on the report, which comments shall also be placed in the teacher's file.

F. Informal Classroom Visits and Conferences-Nothing in this Article shall be deemed to prohibit conferences with the teacher or informal classroom visits which may be made apart from formal observations. Any material to be placed in a teacher's file as a result of such conferences or informal visits shall be placed there in accordance with Article 26 of this Agreement.

G. The parties understand and agree that the APPR required pursuant to Education Law Section 3012(d) shall be completed and submitted with all appropriate signatures prior to July 1, 2016, in a form acceptable to the State Education Department. Should any provisions of Article 35 not correspond to the terms of the newly agreed upon APPR, it is understood that the APPR shall take precedence over the Contract language.

Article 36-Professional Standards

The Professional Performance Review Program (Article 35) is the standard method of professional review, however, when a teacher needs additional support the following program shall be followed:

A. Results of an Unsatisfactory Evaluation

1. If, as a result of conducting the annual or tri-annual review, a tenured teacher receives an unsatisfactory evaluation, the Principal/Department Chairperson will provide the teacher concerned with a written assessment clearly stating the

reasons for judging the performance to be below expected standards; will continue administrative visitation and assessment (all provisions of Article 35, Supervisor Directed Performance Review, shall continue); may recommend to the Professional Performance Committee that a peer reviewer/mentor be appointed to work with the teacher for a maximum of one year, and periodically report results to the Principal/department chairperson.

2. At the end of the prescribed time period, the Principal in consultation with the peer reviewer/mentor will judge that the staff member concerned has responded and is performing at expected levels and that the process has been successful.

B. Results of Continued Unsatisfactory Evaluation

1. For any tenured teacher whose teaching remains “unsatisfactory” during the course of a second year, that teacher’s supervisor will work with the individual during that year to continue to define and address the specific concerns. If a teacher has continued “unsatisfactory” performance in a second or subsequent year, the Principal may direct the teacher concerned to proceed with one or more of the following options:

- a) Continuation of the peer review/mentor program;
- b) Accept a different assignment (invoke the involuntary transfer

policy);

- c) Enroll in appropriate university or STI courses that address his/her particular professional needs (Article 10J-Salary Study Credits will not apply.)

- d) Supervisory Referral to the Employee Assistance Program.

2. a) After completion of a second year where the tenured teacher’s performance continues to be “unsatisfactory” the District may freeze the teacher’s salary at the same annual rate that applied during the second year of unsatisfactory performance. The teacher’s salary will thereafter remain frozen until such time as the teacher receives a “satisfactory” rating on the overall evaluation at the end of a future year or is terminated.

- b) Should a teacher receive an overall satisfactory evaluation, the teacher’s salary will be placed on the salary step that the teacher would have occupied if his or her progress had not been frozen. Further, the teacher will receive the difference between the frozen salary received during the year(s) of the freeze. This amount will be paid to the teacher no later than November 1st of the school year following the overall year-end satisfactory evaluation.

- c) No more than five (5) teachers may have their salaries frozen as a result of “unsatisfactory” performance in any school year.

- d) The terms of Article 36 apply to all members of the bargaining unit.

C. This program does not eliminate any evaluator’s authority to review the performance of a teacher at any time. Further, this program in no way limits the District’s right and authority to commence disciplinary procedures against any teacher at any time.

D. The end of year evaluation form for tenured teachers must be signed by the building Principal, and the department chair, except that at the elementary level, the second signature shall be of the Assistant Superintendent for Human Resources and Leadership Development.

E. This review process may only be implemented beginning with the annual review for the 2001-02 school year.

F. **National Board Certification**-A one-time stipend of \$3,500 will be awarded to a teacher who while employed by the district becomes certified by the National Board.

Article 37-Voluntary Reassignment and Involuntary Transfer

A. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may inquire at any time of the Superintendent or such person as he may designate to ascertain the possibility of such a vacancy in the following year, and may file a written statement of such desire with the Superintendent or such designee, ordinarily no later than February 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference. Whenever the Superintendent or his designee knows of a vacancy, he will notify the teacher who has filed a statement of interest in that position as promptly as possible. In the event that an opening occurs during a school holiday or recess, the Superintendent shall make the vacancy immediately known to all staff by means of district-wide e-mail. The teacher desiring a position change shall receive an interview for any such position if he or she so requests.

B. Involuntary transfers shall be made in accordance with Board Rules and Regulations #9260 (as adopted November, 1994). In addition the following shall apply: Involuntary transfers for tenured teachers from building to building shall not occur more than once every two years.

C. Teachers moving from one building to another shall receive \$500 so that these teachers can attend summer workshops, graduate or STI courses, and/or work independently developing curriculum for their new assignments.

Article 38-Parent-Teacher Conferences

A. Each elementary and middle school special education teacher shall have up to two (2) days of release time for the purpose of preparing and conducting IEP conferences during the school year.

B. During each of the years of this Agreement, released time shall be provided to teachers for the purpose of parent teacher conferences according to the following schedule:

Fall	K-5 Teachers	3 half days
Spring	K-2 Teachers	3 half days

Article 39-Notification of Assignment

The Board agrees to provide tentative school and grade assignments to elementary teachers by May 15th of each year for the following school year. The Board agrees to provide tentative school, grade, and course assignments to secondary teachers by June 1st of each year for the following school year.

Article 40-Lunch Period and Lunch Period Supervision

A. Elementary Schools

1. The lunch period for elementary school teachers shall be sixty (60) minutes in good weather and fifty five (55) minutes in bad weather. The determination as to “good” or “bad” weather will be made by each building Principal for his or her school.

2. There shall be a volunteer teacher in charge of the lunch program in each elementary school who shall be paid a salary differential as set forth in Article 16 of this Agreement. Under the leadership of the Principal, the teacher in charge shall plan an appropriate program of activities, supervise the lunch aides, help to enforce discipline and be present throughout the lunch period to assist in supervising children.

The teacher in charge shall have a duty free lunch period of at least thirty (30) minutes immediately preceding or following the lunch hour.

3. The Board shall assign aides to supervise children during each lunch period.

B. Middle School

1. The Board agrees to assign one cafeteria aide per Middle School House per day throughout the lunch period in order to relieve one teacher per House per day of lunch supervision.

2. There shall be a volunteer teacher in charge of the lunch program in each House who shall be paid a salary differential as set forth in Article 16. Under the leadership of the Principal the teacher in charge of the lunch program shall plan an appropriate program of activities, supervise the lunch aides, help to enforce discipline and be present throughout the lunch period to assist in supervising children.

3. In the event that no teacher volunteers for the full teacher in charge assignment in a given House two teachers in charge may be appointed; the two shall share equally in the duties of the assignment and shall share equally in the salary differential.

Article 41-Elementary School Preparation Periods

All teachers in grades kindergarten through five shall be guaranteed a thirty (30) minute preparation period per day. All lunchtime meetings shall be voluntary.

Article 42-Mentor Teacher Program

A. Teachers who serve as first year mentors and are eligible for salary credit up to the MA+75 class shall receive three in service credits for such service.

B. Teachers who serve as mentors and are at MA+75 or above shall receive a stipend of \$1,500 instead of in service credits. Nurses who serve as first year mentors shall receive a stipend of \$1,000.

Article 43-School Nurses

The following terms and conditions of employment shall apply only to school nurses employed by the District.

A. Life Insurance-The Board shall provide a life insurance policy in an amount equivalent to twice the nurse's annual salary with a minimum amount of \$40,000 and a maximum of \$250,000 per school nurse for all school nurses employed on a one-half time or greater basis.

B. Retirement Plan

1. School nurses employed prior to July 1, 1976 shall participate in the Scarsdale Retirement Plan under the New York State Employees Retirement System, which plan consists of the following options:

- a. Section 75i 25 Year Career Plan
- b. Section 41j Unused Sick Leave
- c. Section 60b Death Benefits

2. School nurses employed after that date shall participate in the Co ESC plan.

C. Part time School Nurses

1. Salaries for part time school nurses shall be prorated under the salary schedule for full time school nurses.

2. Part time school nurses employed .5 or more a week shall receive health and life insurance benefits.

D. Summer Nurse Service

a) Nurses shall receive two (2) workdays prior to the opening of school for the purpose of completing State mandated record keeping. These days shall be paid at the daily rate of the contract year in which the nurse is working.

b) When and if the District requests that a nurse work more than two (2) days during July and August, or before the official start of school, the nurse will be paid at a daily rate of the contract year in which she is working.

E. Calendar/Work Year for School Nurse-The work year and calendar for school nurses shall be the same as that for teachers.

F. Professional Development Program-The Board shall provide a total of up to twenty seven (27) days for the unit for the purposes of professional development for members of the unit. The utilization of any of these days is at the sole discretion of the Superintendent or his designee and requires prior written approval. The purposes for which professional development time may be used may not include work related to the Association or any of its affiliates.

The Board may approve up to two (2) courses of continuing education per year for payment of a stipend in the amount of \$300 per course to participating nurses. Also, the Board may approve up to an additional two (2) courses of continuing education per year (not to exceed four (4) in total) with such additional two (2) courses to be from a list to be compiled by the District and the Association. Such list shall be made up of offerings that are directed at the needs of the District.

G. Duties-The Association shall be consulted regarding the organization and/or implementation of all new State mandated health services. The Association will by September 15th of each school year inform the Superintendent or his designee of the name and building location of the Association representative to be contacted regarding the aforesaid consultation.

H. Salary Schedule and Longevity-

1. The nurse salary schedules for the period of the contract term are referenced below.

2. School nurses who were employed in the District in 2013-14 who returned to the District in 2014-15 and continue to be employed in the District shall receive an off-schedule recurring salary payment of \$1,750 effective with the 2016-17 school year. This amount shall be pro-rated for part-time staff.

**Salary Schedule
Registered Nurse with B.S.**

	9/1/16-8/31/17	9/1/17-8/31/18	9/1/18-8/31/19	9/1/19-8/3/20
Step	Base Salary	Base Salary	Base Salary	Base Salary
1	\$58,872	\$59,755	\$60,531	\$61,257
2	\$61,387	\$62,307	\$63,116	\$63,873
3	\$64,003	\$64,963	\$65,807	\$66,596
4	\$67,317	\$68,326	\$69,214	\$70,044
5	\$68,916	\$69,949	\$70,858	\$71,708
6	\$71,417	\$72,488	\$73,430	\$74,311
7	\$73,873	\$74,981	\$75,955	\$76,866
8	\$76,694	\$77,844	\$78,855	\$79,801

**Salary Schedule
Registered Nurse without B.S.**

	9/1/16-8/31/17	9/1/17-8/31/18	9/1/18-8/31/19	9/1/19-8/3/20
Step	Base Salary	Base Salary	Base Salary	Base Salary
1	\$57,664	\$58,528	\$59,288	\$59,999
2	\$60,179	\$61,081	\$61,875	\$62,617
3	\$62,689	\$63,629	\$64,456	\$65,229
4	\$65,295	\$66,274	\$67,135	\$67,940
5	\$67,704	\$68,719	\$69,612	\$70,447
6	\$70,213	\$71,266	\$72,192	\$73,058
7	\$72,661	\$73,750	\$74,708	\$75,604
8	\$75,179	\$76,306	\$77,297	\$78,224

The following Career Increment schedule shall apply to nurses on the top step of the salary schedule who have completed the appropriate number of years of service in the Scarsdale School District as of June 30, 2013.

<u>At the Completion of Year</u>	<u>Stipend</u>
11	\$800
16	\$1,600
21	\$2,400
26	\$3,200

Commencing September 1, 2014 the following longevity shall apply to Registered Nurses who were on Steps 1 through 8 of the salary schedule as of June 30, 2014: \$800 (prorated for part-time nurses)

Director of Nurses – A Director of Nurses shall be appointed annually by the Board with a differential as per Article 16. No nurse shall hold the position for more than four years.

I. Master’s Degree Stipend-Effective September 1, 2014 an annual stipend of \$400 shall be paid to those nurses who are members of the bargaining unit and who have obtained a Master’s Degree.

J. Lunch Period-Each nurse shall be provided a lunch period of 30 minutes during which he or she shall be on call. Such lunch period shall be a paid lunch period. The amount paid for the lunch period will be separate and apart from the salaries listed above and will be reflected on each nurse’s Salary & Benefit sheet.

K. Articles That Do Not Apply-The following articles in this Agreement do not apply to the school nurses: 9, 11, 13, 17, 19, 35, 37, 39, and 40.

Article 44-Occupational and Physical Therapists

The following terms and conditions of employment shall apply only to occupational and physical therapists employed by the District.

A. Life Insurance-The Board shall provide a life insurance policy in the minimum amount of \$40,000 and a maximum of \$250,000 per occupational and physical therapist for all occupational and physical therapists employed twenty-one hours a week or more.

B. Retirement Plan-Occupational and physical therapists shall participate in the CO-ESC plan.

C. Part-time Occupational and Physical Therapists

1. Salaries for part-time occupational therapists shall be prorated.

2. Part-time occupational therapists employed .5 or more a week shall receive health and life insurance benefits.

D. Summer Occupational and Physical Therapist Service-When and if the District requests an occupational therapist to work during July and August, or before the official start of school, the occupational therapist will be paid at a daily rate of the contract year in which he/she is working. The occupational therapist and physical therapist may decline to work during the aforesaid times.

E. Calendar/Work Year for Occupational and Physical Therapist-The work year and calendar for occupational and physical therapists shall be the same as that for teachers.

F. Salary

1. The salaries of the occupational and physical therapists shall amend to reflect increases in the salary schedules as follows:

2016-17 – 1.5%; 2017-18 – 1.5%; 2018-19 -1.3%; 2019-20 – 1.2%

2. Occupational therapists who were employed in the District in 2013-14 who returned to the District in 2014-15 and continue to be employed in the District shall receive an off-schedule recurring salary payment of \$1,750 effective with the 2016-17 school year. This amount shall be pro-rated for part-time staff.

G. Lunch Period-Occupational and physical therapists shall be provided with a duty-free period of thirty minutes.

H. Professional Development-The Board may approve up to two (2) courses of continuing education per year for payment of a stipend in the amount of \$300 per

course to participating occupational and physical therapists. Also, the Board may approve up to an additional two (2) courses of continuing education per year (not to exceed four (4) in total) with such additional two (2) courses to be from a list to be compiled by the District and the Association. Such list shall be made up of offerings that are directed at the needs of the District.

I. Articles That Do Not Apply-The following articles in this Agreement do not apply to occupational therapists: 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, 25, 34, 35, 37, 39, 40, 41 and 43.

Article 45-Notification of Retirement

Teachers who submit notice of their planned retirement to the Assistant Superintendent for Human Resources and Leadership Development before January 15th of the school year in which they intend to retire shall receive a one-time payment of \$10,000. However, for teachers who submit their notice of planned retirement to the Assistant Superintendent for Human Resources between July 1, 2018, and January 15, 2019, a one-time adjustment of \$2,500 shall be added to the one-time regular payment of \$10,000.

Article 46-Headings

The headings contained herein are for descriptive purposes only. They do not affect the meaning of this Agreement and are not to be considered in construing it.

Article 47-Contract Implementation

Should any provision of this contract be held to be contrary to law, or result in any conflict in interpretation, such holding or event shall have no effect upon the remainder of this contract.

Article 48-STATUTORY PROVISION

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

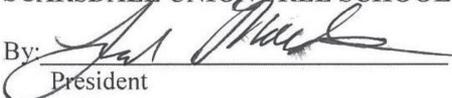
Article 49-Duration of Agreement

The provisions of this agreement shall become effective July 1, 2016, unless otherwise stated herein and shall remain in full force through June 30, 2020.

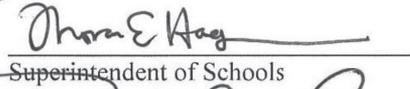
Signatures of Contract Executors

IN WITNESS WHEREOF, the parties have duly executed this instrument this 14th day of November, 2016.

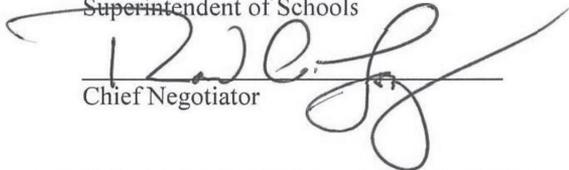
**BOARD OF EDUCATION OF
SCARSDALE UNION FREE SCHOOL DISTRICT**

By: 

President

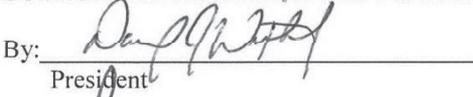


Superintendent of Schools

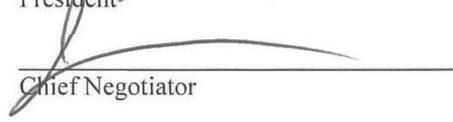


Chief Negotiator

SCARSDALE TEACHERS ASSOCIATION

By: 

President



Chief Negotiator

Exhibit A1

Scarsdale Teachers' Salary Schedule - 2016-17 (1.5% increase)

Step	BA	MA	MA+30	MA+60	MA+75	PHD
1	\$59,520	\$66,662	\$73,804	\$80,947	\$84,518	\$88,089
2	\$63,686	\$70,828	\$77,971	\$85,113	\$88,684	\$92,255
3	\$65,769	\$72,912	\$80,054	\$87,197	\$90,767	\$94,338
4	\$67,852	\$74,995	\$82,137	\$89,279	\$92,851	\$96,422
5	\$72,614	\$79,756	\$86,899	\$94,041	\$97,612	\$101,183
6	\$77,376	\$84,518	\$91,660	\$98,803	\$102,374	\$105,945
7	\$82,137	\$89,279	\$96,422	\$103,564	\$107,135	\$110,707
8	\$84,221	\$91,362	\$98,505	\$105,647	\$109,218	\$112,790
9	\$86,303	\$93,446	\$100,588	\$107,731	\$111,302	\$114,873
10	\$90,470	\$97,612	\$104,755	\$111,897	\$115,468	\$119,039
11	\$94,636	\$101,779	\$108,921	\$116,063	\$119,634	\$123,206
12	\$98,207	\$105,945	\$113,087	\$120,230	\$123,801	\$127,372
13	\$101,779	\$110,111	\$117,254	\$124,396	\$127,967	\$131,538
14	\$103,565	\$112,194	\$119,337	\$126,479	\$130,050	\$133,622
15	\$105,350	\$114,278	\$121,420	\$128,562	\$132,134	\$135,705
16	\$108,921	\$118,444	\$125,586	\$132,729	\$136,300	\$139,871
17		\$122,610	\$129,753	\$136,895	\$140,466	\$144,038
18		\$124,694	\$131,836	\$138,978	\$142,550	\$146,120
19		\$126,777	\$133,919	\$141,062	\$144,633	\$148,204

Exhibit A2

Scarsdale Teachers' Salary Schedule - 2017-18 (1.5% increase)

Step	BA	MA	MA+30	MA+60	MA+75	PHD
1	\$60,412	\$67,662	\$74,911	\$82,161	\$85,786	\$89,410
2	\$64,641	\$71,891	\$79,140	\$86,390	\$90,015	\$93,639
3	\$66,755	\$74,005	\$81,255	\$88,505	\$92,129	\$95,753
4	\$68,870	\$76,120	\$83,369	\$90,619	\$94,243	\$97,868
5	\$73,703	\$80,953	\$88,202	\$95,452	\$99,076	\$102,701
6	\$78,536	\$85,786	\$93,035	\$100,285	\$103,909	\$107,534
7	\$83,369	\$90,619	\$97,868	\$105,118	\$108,742	\$112,367
8	\$85,484	\$92,733	\$99,982	\$107,232	\$110,856	\$114,482
9	\$87,598	\$94,848	\$102,097	\$109,346	\$112,971	\$116,596
10	\$91,827	\$99,076	\$106,326	\$113,575	\$117,200	\$120,825
11	\$96,056	\$103,305	\$110,555	\$117,804	\$121,429	\$125,054
12	\$99,681	\$107,534	\$114,784	\$122,033	\$125,658	\$129,283
13	\$103,305	\$111,763	\$119,012	\$126,262	\$129,887	\$133,511
14	\$105,118	\$113,877	\$121,127	\$128,376	\$132,001	\$135,626
15	\$106,930	\$115,992	\$123,241	\$130,491	\$134,116	\$137,740
16	\$110,555	\$120,221	\$127,470	\$134,720	\$138,344	\$141,969
17		\$124,450	\$131,699	\$138,949	\$142,573	\$146,198
18		\$126,564	\$133,814	\$141,063	\$144,688	\$148,312
19		\$128,678	\$135,928	\$143,177	\$146,802	\$150,427

Exhibit A3
Scarsdale Teachers' Salary Schedule - 2018-19 (1.3% increase)

Step	BA	MA	MA+30	MA+60	MA+75	PHD
1	\$61,198	\$68,542	\$75,885	\$83,229	\$86,901	\$90,573
2	\$65,482	\$72,825	\$80,169	\$87,513	\$91,185	\$94,857
3	\$67,623	\$74,967	\$82,311	\$89,655	\$93,327	\$96,998
4	\$69,765	\$77,109	\$84,453	\$91,797	\$95,469	\$99,140
5	\$74,661	\$82,005	\$89,349	\$96,693	\$100,364	\$104,036
6	\$79,557	\$86,901	\$94,245	\$101,588	\$105,260	\$108,932
7	\$84,453	\$91,797	\$99,140	\$106,484	\$110,156	\$113,828
8	\$86,595	\$93,938	\$101,282	\$108,626	\$112,297	\$115,970
9	\$88,737	\$96,081	\$103,424	\$110,768	\$114,440	\$118,112
10	\$93,021	\$100,364	\$107,708	\$115,052	\$118,724	\$122,396
11	\$97,304	\$104,648	\$111,992	\$119,336	\$123,008	\$126,679
12	\$100,976	\$108,932	\$116,276	\$123,620	\$127,291	\$130,963
13	\$104,648	\$113,216	\$120,560	\$127,903	\$131,575	\$135,247
14	\$106,485	\$115,357	\$122,701	\$130,045	\$133,717	\$137,389
15	\$108,320	\$117,500	\$124,843	\$132,187	\$135,859	\$139,531
16	\$111,992	\$121,784	\$129,127	\$136,471	\$140,143	\$143,815
17		\$126,067	\$133,411	\$140,755	\$144,427	\$148,099
18		\$128,210	\$135,553	\$142,896	\$146,569	\$150,240
19		\$130,351	\$137,695	\$145,039	\$148,711	\$152,382

Exhibit A4
Scarsdale Teachers' Salary Schedule - 2019-20 (1.2% increase)

Step	BA	MA	MA+30	MA+60	MA+75	PHD
1	\$61,932	\$69,364	\$76,796	\$84,228	\$87,944	\$91,660
2	\$66,267	\$73,699	\$81,131	\$88,563	\$92,279	\$95,995
3	\$68,435	\$75,867	\$83,299	\$90,731	\$94,447	\$98,162
4	\$70,603	\$78,035	\$85,466	\$92,898	\$96,614	\$100,330
5	\$75,557	\$82,989	\$90,421	\$97,853	\$101,569	\$105,285
6	\$80,512	\$87,944	\$95,376	\$102,807	\$106,523	\$110,239
7	\$85,466	\$92,898	\$100,330	\$107,762	\$111,478	\$115,194
8	\$87,634	\$95,065	\$102,497	\$109,930	\$113,645	\$117,362
9	\$89,802	\$97,234	\$104,665	\$112,097	\$115,813	\$119,529
10	\$94,137	\$101,569	\$109,001	\$116,432	\$120,148	\$123,864
11	\$98,472	\$105,904	\$113,336	\$120,768	\$124,484	\$128,200
12	\$102,188	\$110,239	\$117,671	\$125,103	\$128,819	\$132,535
13	\$105,904	\$114,575	\$122,006	\$129,438	\$133,154	\$136,870
14	\$107,762	\$116,742	\$124,174	\$131,606	\$135,321	\$139,038
15	\$109,620	\$118,910	\$126,342	\$133,773	\$137,489	\$141,205
16	\$113,336	\$123,245	\$130,677	\$138,109	\$141,825	\$145,541
17		\$127,580	\$135,012	\$142,444	\$146,160	\$149,876
18		\$129,748	\$137,180	\$144,611	\$148,328	\$152,043
19		\$131,916	\$139,347	\$146,779	\$150,495	\$154,211

EXHIBIT B

Placement of Teachers and Allowance for Salary Credit

Placement of Teachers & Allowance for Salary Credit-Placement of New Teachers on This Schedule

Teachers first employed may be granted, at the discretion of the Superintendent, up to full credit for all claimed and validated prior experience and training. Such teachers shall receive the salary indicated at the step commensurate with their granted training and teaching experience.

Allowance for Salary Credit

A. Salary credit payment in each of the years of this Agreement is established for approved graduate study credit up to twenty-nine (29) points after the B.A. or M.A. degree at the rate of 1/30th of the difference between the Step 1 salaries at Class I and Class II of the teacher salary schedule for the year of this Agreement. Salary credit payments shall apply only to graduate credits earned after the B.A. or the M.A. degree was awarded and only upon certification of the credits by the official university transcript from a regionally accredited institution of higher education or from Board of Education approved local in service credit courses and upon the recommendation of the Superintendent. Salary credit payments may also be awarded for other in service education experiences upon the recommendation of the Superintendent and the approval of the Board, provided, however, a denial of payment for such experience is not subject to the grievance procedure. Salary credits will also be awarded to teachers fulfilling course requirements for certification by means of proficiency examinations sponsored by the University of the State of New York and/or the State Education Department, and for graduate credits completed at a foreign institution of higher education which has been favorably evaluated by the Credentials Evaluation Service in Los Angeles or by a comparable evaluation service.

B. Salary adjustments for certified graduate study credit are made by September 1st for study completed during the previous twelve months by application and approval procedures through the Assistant Superintendent for Human Resources and Leadership Development. Teachers who apply for admission to a new salary class (Classes II, III, IV, V, VI) on or before November 15th and whose application is approved will receive salary credit for the new class retroactively to September 1st and teachers who apply for admission to a new salary class on or before April 15th and whose application is approved will receive salary credit for the new class retroactively to February 1st. Salary class adjustments will be made within three pay periods of receipt and subsequent approval of the application and all necessary supporting documents.

C. No graduate study will be awarded salary credit in Class I (B.A.) after the 29th point. Effective September 1, 2015 payment for study credits will be awarded on Class II upon the completion of fifteen (15) credits.

D. No graduate study salary credits will be awarded between Class III (M.A.+30) and Class IV (M.A.+60) or between Class IV (M.A.+60) and Class V (M.A.+75) or between Class V (M.A.+75) and Class VI (Ph.D. or Ed.D.).

E. The maximum salary listed for any preparation class may not be exceeded except that salary credits for approved graduate study may be added to the maximum salary listed for Classes I and II up to a maximum of 29 credits at the established rate.

F. For purposes of determining salary credit payment, the LL.B. or J.D. shall be held equivalent to the M.A.+60 (Class IV).

G. In unusual circumstances, teachers may apply for salary credit for undergraduate courses. Teachers shall apply in writing to the Superintendent or his or her designee prior to registering for the course. The Superintendent may authorize credit for such courses within his or her sole discretion.

Placement in Class IV (M.A.+60)

Teachers completing sixty (60) approved graduate study credits after completion of the M.A. Degree will be assigned to Class IV upon filing an official university transcript of graduate study credits with the Assistant Superintendent for Human Resources and Leadership Development and upon the approval of the Board based upon the recommendation of the Superintendent, provided that such graduate study is directly related to the field in which the teacher is to give instruction or is of substantial and pertinent value to the teacher in his work in the district.

Placement in Class V (M.A.+75)

Only approved graduate study credits for courses commenced on or after July 1, 1983 may be applied to Class V (M.A.+75).

EXHIBIT C
Teachers' Career Increment

Career Increment

1. The following career increment schedule shall apply to teachers who have completed the appropriate number of years of service in the Scarsdale School District as of June 30th of the previous year:

Completed Years of Service in Scarsdale	Stipend
16	\$1,000
22	\$2,500
25	\$4,000
30	\$5,000

For teachers who began active service in the District prior to July 1, 2016, this career increment shall commence upon completion of the 16th year of service in Scarsdale regardless of step. For teachers who began active service in the District after July 1, 2016, the career increment will begin upon completion of one year on top step of the salary schedule and completion of at least 16 years of service to the District.

2. Commencing September 1, 2014 the following Annual Career Increment shall apply to teachers who were on Steps 1 through 15 of the salary schedule as of June 30, 2014:

\$1,750 (prorated for part time teachers)

**EXHIBIT D
Grievant's Copy**

SCARSDALE PUBLIC SCHOOLS
Scarsdale, New York

Notification of Grievance

Stage One

Name of Grievant _____

School Address _____

Building Principal _____

Statement of Grievance:

Facts on Which Based:

Provisions of Agreement and/or Board of Education Rules, Regulations, or Policies:

Involved:

Relief Sought:

Signature of Grievant

Date
(Use additional sheets if necessary)

EXHIBIT E
Stipend for Continuing Study through Graduate Course Credit

Stipend for Continuing Study through Graduate Course Credit

A teacher who is at MA+75 shall receive a stipend of \$300 for each graduate credit from an accredited institution earned past the MA+75 upon meeting the application and approval procedures referenced in Exhibit B.

