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AGREEMENT

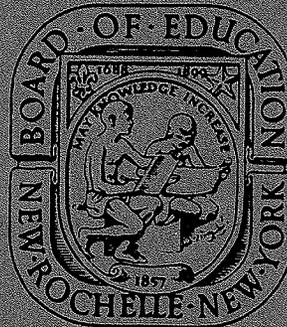
between

**THE CITY SCHOOL DISTRICT OF THE
CITY OF NEW ROCHELLE**

515 North Avenue

New Rochelle, New York 10801-3416

(914) 576-4214



1,000
pages

JAN 11 1999

AND

**THE NEW ROCHELLE FEDERATION
OF UNITED SCHOOL EMPLOYEES**

LOCAL 280

AFT/NYSUT, AFL-CIO

2 Hamilton Avenue

New Rochelle, New York 10801

(914) 636-7999



FOR THE PERIOD

JULY 1, 1998

THROUGH

JUNE 30, 2001

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SECTION 1

GENERAL AGREEMENTS

This Agreement is made and entered into this 26th day of June, 1998 by and between THE CITY SCHOOL DISTRICT OF THE CITY OF NEW ROCHELLE, NEW YORK (hereinafter referred to as the "District," "Board of Education" or "Board" and the NEW ROCHELLE FEDERATION OF UNITED SCHOOL EMPLOYEES (hereinafter referred to as the "FUSE," "Union," or the "Federation").

The authorized representatives of the City School District of the City of New Rochelle and the New Rochelle Federation of United School Employees hereby agree that the terms of this collective bargaining agreement shall be in full force and effect for the period July 1, 1998 through June 30, 2001.

ARTICLE 1.01 PURPOSE OF THE PARTIES

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

ARTICLE 1.02 RECOGNITION

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

Definitions and Inclusions

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

:02 Exclusions

The following positions are excluded from representation by the FUSE:

- A. Managerial and/or Confidential Positions.
 - 1) Superintendent of Schools, Assistant Superintendents of Schools, Assistant to the Superintendent for Administration.
 - 2) Director of the School Lunch Program, Director of Security, Treasurer, Secretaries to the Superintendent of Schools, Administrative Secretaries to the Assistant Superintendents of Schools, Auditor, Personnel Assistant and Principal Clerk in the Office of Assistant to the Superintendent for Administration, Public Information Officer, Personnel Assistant and Principal Clerk in the Office of Civil Service Personnel, Senior Stenographer in the Office of Assistant Superintendent for Business and Administration, Transportation Assistant, and Clerk and Secretary of the Board of Education.
- B. Pedagogic personnel employed in the following administrative/supervisory title: Principals, House Principals, Assistant Principals, Directors, Assistant Directors, Coordinators, Supervisors, Administrators, and Department Chairpersons.
- C. Other Pedagogic Exclusions: Pedagogic Employees employed on an hourly or per diem basis.

ARTICLE 1.03 SALARIES, WAGES AND DEDUCTIONS

:01 Schedules

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

:02 Frequency of Pay

- A. Salaries and wages shall be paid by checks or direct deposit vouchers placed in separate envelopes prior to their distribution on a twice monthly basis. Ten-month pedagogical employees and ten-month School Related Personnel shall have the option of having either 20 or 24 payments. The employee must make the choice between June 1st and August 15th of any year and may not change that choice until the following fiscal year. Notification should be made to the

Assistant Superintendent for Business and Administration or the Treasurer of the District.

- B. An employee whose combined unused accrual of vacation and sick days has dropped below 5 in any school year will no longer be eligible for direct deposit for the balance of such school year. In such cases, checks will be issued to the employee reflecting, insofar as possible, only the days actually worked during the preceding pay period, and the employee will be required to pick up and sign for the checks at the District's central administrative office. This provision will not be applied to employees during their first twelve months of employment.

:03 Dues Check-Off and Agency Fee

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

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

- B. The District shall deduct and remit the FUSE dues to the Union on a twice monthly basis. Such dues deductions shall be made from the paychecks of employees who submit appropriate FUSE check-off authorizations.

:04 Credit Union Deductions

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

:05 United Way Deductions

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

:06 Annuities

The District shall honor written requests, irrevocable for the life of the annuity contract, to reduce an employee's salary authorizing the District to contribute an amount equal to

such reduction in salary to purchase for his/her benefit under Section 403(b) of the Internal Revenue Code of 1954 as amended, a non-forfeitable annuity contract.

:07 Hospitalization and Medical Coverage Deductions

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

:08 Refunds

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

:09 NYSUT-Vote/COPE

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

ARTICLE 1.04 HEALTH AND WELFARE

:01 Hospitalization and Medical Coverage

A. The District agrees to pay 95% for employees earning less than the salary indicated for BA Step 1, and 90% for employees earning the salary indicated for BA Step 1 or more, for the cost of Hospitalization and Medical Coverage for the employee and his/her eligible dependents, with the employee having the choice of the medical plan options available.

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

C. At the employee's option, any employee may waive medical insurance coverage for any twelve-month period by completing and filing with the District appropriate forms furnished by the District. Any employee waiving family or individual coverage shall receive as salary, 50% of the premium paid by the District.

Any employee who has waived medical insurance coverage for any twelve-month period may, at his or her option, elect to resume medical coverage during

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

D. The District will pay 75% of the cost of individual health benefits and 50% of the cost for family health benefits for all retirees.

:02 Welfare Fund

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

:03 Day Care Facility

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

:04 "Cafeteria" Plan

The School District will provide an Internal Revenue Code Section 125 "cafeteria" plan providing salary reduction for employee portions of hospitalization and medical cost and dental premiums, dependent care expense, and employee unreimbursed medical expense. The maximum salary reduction for unreimbursed employee medical expense during the first year of the plan will be \$3,000 per employee, with any greater reductions to require consultation among the employee, the FUSE and the District.

ARTICLE 1.05 UNION MATTERS

:01 Non-Discrimination

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

:02 Union Notices and Communications

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

:03 Union-Supervisor Relations

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

:04 Negotiating Team Time

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

:05 Union Business Days

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

06: Union Officer Time

- A. The District and FUSE recognize their responsibilities in maintaining these Agreements. Accordingly, the FUSE Negotiating Chairperson shall be scheduled to three (3) teaching periods and one homeroom period in non-negotiating years. In negotiating years the FUSE Negotiating Chairperson shall

be scheduled to three (3) teaching periods only. In both cases this schedule shall be in the first five (5) periods of the school day.

- B. The President of the FUSE shall be scheduled to work only one period or its equivalent each day with no homeroom assignment.
- C. The Executive Vice-President of the FUSE shall be scheduled to work three-fifths of the normal work day or its equivalent.
- D. The FUSE Welfare Fund Administrator shall be scheduled to work only during the first three periods or their equivalent.
- E. The FUSE Grievance Chairperson shall be scheduled to three teaching periods and one homeroom per day in the first five periods.
- F. The Vice-President of School Related Personnel of the FUSE will have five hours of release time per week pre-arranged by the Vice-President and the Building Principal and/or Supervisor.
- G. Additional assignments shall be on an emergency basis only.
- H. Normal sign-out procedures shall apply and such employees shall hold themselves available for such meetings as shall be essential within the District.
- I. No officer shall receive time off for a position concurrently held with another position.
- J. Equal time off will be made available to any employee who is an officer of the Union covered by this clause.

Conference Day

One day is to be designated by mutual agreement for attendance by employees at a conference substantially devoted to educational matters to be sponsored by the FUSE. The agenda for such conference shall be submitted to the Superintendent by the FUSE for discussion two weeks in advance of the conference date. At this time the Superintendent shall submit to the FUSE a list of those employees excused from the conference and the reasons for these excuses. Only employees who have received administrative approval for an activity other than any directly related to their usual duties will be excused from attendance at this conference. Normal reporting procedures must be followed by those unable to attend the conference.

:08 Union Leave

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

:09 FUSE Meetings

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

:10 Copies of Agreement

The District shall provide the FUSE with sufficient printed copies of the Agreement so that each person eligible for membership in the FUSE (plus an additional 25%) shall have one copy of the Agreement.

:11 Seniority Lists

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

ARTICLE 1.06 EMPLOYEE PROTECTION

:01 Reasons for Discipline

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

:02 Right to Representation and Agenda

When an interview or circumstances indicate that disciplinary action against an employee may be instituted, the interview shall be immediately terminated by the

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

No Reprisals

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

Outside Employment

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

Personnel Files

Each employee shall have the right, upon request to review the contents of his/her personnel file as maintained by the Superintendent, Principal, Chairperson, Supervisor or Director, excluding letters and recommendations from previous employers and confidential college or university records. Upon reviewing the file, the employee shall initial the contents thereof. No material which has not been initialed by the employee and of which a copy has not been given to him/her shall be added to the file. An employee refusing to initial the file contents shall not preclude such material from being included in such file.

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

Assistance in Assault Cases

All employees and administrators are required to report any and all cases of assault suffered by an employee in connection with his/her employment to the Superintendent. The Superintendent shall acknowledge receipt of such reports. The District agrees to provide legal counsel to defend any employee in any action arising out of an assault on the employee or any disciplinary action taken against a student or intruder by an

employee. However, this duty to defend an employee is conditioned upon notification of the District by the employee within fifteen (15) work days of the commencement of this action as set forth in sections 3023 and 3028 of the Education Law. The following procedures are to be followed without exception in all instances involving alleged physical confrontations between students or intruders and employees:

- A. An initial attempt shall be made to contact the Superintendent (or designee) to advise that an incident has taken place. The Superintendent (or designee) shall thereupon immediately notify the President of the FUSE of the incident.
- B. A meeting shall then be arranged between the employee and the administrator in charge of handling the incident. Prior to any conversation between the employee and the administrator with regard to the incident, a conference call shall be arranged among the employee, the administrator and school counsel during which:
 - 1) The school counsel shall immediately inform the employee of his/her rights under law and shall provide the employee such information in a written document subsequently which shall further state the readiness of the school counsel to assist the employee by: obtaining from the police and/or the administrator relevant information concerning the accused; 02 accompanying the employee in court appearances; and acting in other appropriate ways as liaison among employee, police and courts.
 - 2) The school counsel shall conduct a preliminary investigation of the incident.
 - 3) The school counsel shall then make known the various options which are available to the employee and the District.
- C. No employee shall be questioned with regard to such an incident until after he/she has had an opportunity to speak to school counsel and/or a FUSE representative. In the event that it is not possible to contact the Superintendent (or designee) prior to the conference call with school counsel, such contact may be made as soon as possible thereafter. 03

ARTICLE 1.07 OFFICIAL WORK YEAR CALENDARS

:01 Pedagogic Employees

- A. The District and the FUSE agree to the scheduling of school according to the negotiated school calendar.

- B. The school year calendar shall include recess breaks of at least one full calendar week at Christmas, Mid-Winter and Spring.
- C. Martin Luther King, Jr. Day shall be observed as a day off.
- D. At the start of the school year, in the elementary schools, no students will be scheduled for the first day (the Superintendent's Conference Day), and for only one-half day on the day following. The latter half of those two days will be used by the staff for teacher preparation in order to perform professional duties which directly affect the welcoming of students, such as classroom preparation, obtaining textbooks and supplies. At the conclusion of the school year, the last two days shall be one-half days for students and the remainder of those days for the completion of teachers' professional responsibilities. It is to be understood that there will be no workshops or meetings of any kind during the half days at either the beginning of the school year or at the conclusion of the school year.
- E. Snow days or emergency days requiring the closing of school will be made up if necessary to avoid losing State Aid. Such make-up days shall be subject to agreement between the District and the FUSE.

School Related Personnel

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

1999-2000, 2000-2001, 2001-2002 Work Year Calendars

- A. Every effort will be made to complete school calendars and 12-month calendars for the 1999-2000, 2000-2001 and 2001-2002 work years no later than April 1st of the preceding work year.
- B. It is anticipated that these calendars will have the traditional form and configuration of previous calendars.

ARTICLE 1.08 LEAVES OF ABSENCE

:01 Paid Leave Days

A. Allowances and Accumulations

- 1) During the first three (3) years of service, new employees shall receive ten (10) cumulative days annually for illness. During their fourth and fifth years of service, employees shall receive fifteen (15) cumulative days annually for illness.
- 2) Thereafter employees shall receive twenty (20) cumulative days annual for illness.
- 3) Each employee shall be entitled to an accumulation for the unused portion of each year's leave to a maximum of a full school year at full salary. During any school year, accumulation may rise an additional twenty (20) days to two hundred (200) days except that on the last day any school year the accumulation will be reduced to one hundred eighty (180) days.
- 4) The District shall pay employees at the rate of \$30.00 per day for accumulated unused sick days in the two years immediately preceding retirement to a maximum of two hundred twenty (220) days. School Related Personnel may choose to reserve one hundred sixty-five (165) those days for the New York State Employees Retirement system, under Section 41 J. The employee must notify the Superintendent of Schools retirement no later than four (4) months prior to retirement.
- 5) Other Sick Leave
Continuing Education and Summer Session employees shall receive two (2) days sick leave per year in that capacity. Extended Day School employees shall receive two (2) days sick leave per semester in that capacity. All regularly assigned temporary School Related Personnel paid on an annual basis shall earn one-half (1/2) day of sick leave for each full month of employment.

B. Absence Forms

Application for pay for reasons of personal illness must be made in writing on forms provided to the Superintendent of Schools through the Principal or Supervisor at the end of the month during which such absence occurs and must be approved in writing by the Superintendent. Application must be accompan

by the attending physician's certificate. If such absence does not exceed three (3) consecutive days, the physician's certificate may be waived by the Superintendent of Schools.

C. Notification

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

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

D. Compensation Leave

- 1) Whenever an employee is absent from work as a result of personal injury or illness arising out of and in the course of his/her employment, and is entitled to the benefits provided under the Workers' Compensation Law of the State of New York for said disability, he/she shall be paid his/her full salary for the first seven (7) consecutive days of such absence without having those days charged to the accumulated sick leave.
- 2) Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation award for temporary disability due to said injury or illness for the period for which such salary is paid.
- 3) The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication by the appropriate public authority as to the period of temporary disability then the opinion of said physician as to the duration of said period shall control.
- 4) Thereafter, he/she may elect in writing his/her desire to receive the sick leave benefits, as herein provided with full salary to be paid to him/her during the period of his/her disability; such written election shall be filed with the Superintendent of Schools (or Clerk and Secretary to the Board of Education) not to exceed the period of his/her accumulated and unused

sick leave time. The time during which he/she is so paid shall be deducted from his/her accumulated and unused sick leave allowance.

E. Annual Sick Leave Report

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

:02 Types of Leaves

A. Leave for Illness

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

B. Paid Leaves - Chargeable to Allowances

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

- 1) Time off in excess of two (2) days for each death in the immediate family (up to five (5) days). Immediate family members are defined to include parent, or parent in-law, grandparent, spouse, child, brother, sister, brother-in-law, sister-in-law, or any member of the permanent household of which the employee is a part or for whom the employee is responsible.
- 2) One (1) day when necessary in the case of an emergency illness in a family to enable an employee to make arrangements for necessary medical or nursing care.
- 3) Attendance at a ceremony awarding a degree to an employee for such portion of the day as is necessary.
- 4) One (1) day, except when travel requires additional time, for attendance at the college graduation of a son, daughter, husband or wife.
- 5) Time necessary for the conduct of personal affairs which cannot normally be handled outside working hours, such as, performance of religious

obligations, medical and dental appointments (when such appointments cannot be made at any other time), legal requirements, and incumbent moving from one residence to another on day movers make such move.

- 6) The Superintendent of Schools, at his/her discretion, may waive the restrictions of clauses (1) and (2) above, to the maximum of six (6) days as provided in this section.
- 7) Employees who have accumulated fifty (50) or more days of leave for illness need not submit a statement of reasons for a maximum of two (2) days personal leave per year under the provisions of this clause, three (3) personal days when accumulated one hundred (100) sick days, and five (5) personal days when one hundred eighty (180) have been accumulated. However, they shall notify the Superintendent of Schools through normal channels of their intention to be absent in accordance with the provisions of this clause, and all other normal procedures and practices shall apply. This does not increase the number of personal days beyond the present allowance of six (6) per year. Employees may not use more than three (3) consecutive unspecified personal days without prior approval of the Superintendent of Schools; employees who wish to use specified personal days for confidential medical reasons may communicate such reason to the Assistant to the Superintendent for Administration.

C. Paid Leaves - Not Chargeable to Allowances

In addition to the benefits available under sub-paragraph B., above, leaves of absence with pay and not chargeable against the employee's allowance or subject to the provisions of 1.08.01, A., above, shall be granted for the following reasons:

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

- 6) The first two (2) days of time off for any death in the immediate family

D. Absences Prior to or After Holidays

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

:03 Child-Related Leave

- A.** Absences related to pregnancy, miscarriage, termination of a pregnancy, and childbirth shall be treated as any other illness or disability for the purposes of Agreement.
- B.** An employee who has given birth shall be entitled to paid parental leave to be treated as sick leave for a period of up to thirty (30) consecutive work days during the ten weeks immediately following the birth. If such employee does have thirty (30) accrued and unused sick days available, the District will advance sufficient days to allow the full period, with the days so advanced to be reimbursed at the rate of 50% of the yearly allowance in subsequent school years.
- C.** A parental leave of absence without pay shall be granted upon request to any employee who bears, adopts, or assumes legal responsibility for a child.
- 1) Wherever possible, a request for a parental leave should be made at least three (3) months before the beginning of the leave.
 - 2) Such a leave shall be granted for the full semester (the semester of birth or semester of adoption)* during which a child is expected to be born or adopted by an employee or the employee's spouse and, in addition, either for the semester before the semester of birth or adoption or the semester after the semester of birth or adoption within the same school year. (In the application of the terms of this paragraph only, the months of July and August shall be considered part of the fall semester).
**6 months - School Related Personnel.*
 - 3) Such leave shall be granted for an additional school year, and may be extended for another school year, upon application to the Superintendent and approval by the Board of Education. Parental leave shall be available to only one of the parents in the event both are employed simultaneously by the District.

- D.** Employees who adopt/assume legal responsibility for a child may have up to twenty (20) days of paid leave, to be deducted from sick leave allowances, and an additional ten (10) days of unpaid leave, for necessary legal and procedural matters (including travel, if required) which require the employee to be elsewhere than work.

Other Governmental Service Leave

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

Convention or Conference Leave

- A.** The Superintendent, with reasonable limitation as to time and the number of individuals involved, will grant convention or conference leave.
- B.** Expenses for attendance at conventions or conferences will be paid by the Board of Education within the limits of the amount budgeted for such expenses. Expenses which will be reimbursed are limited to those allowed by State law and approved on Request for Travel Forms.
- Employees interested in attending a convention or conference should estimate the expenses thereof, secure the approval of their principal or supervisor, and file their request with the Superintendent at least two (2) weeks in advance of the convention or conference.
- C.** Employees attending a convention or conference will be required to submit a short written report to the Superintendent highlighting the meetings.

Return After Leave of Absence

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

TYPE OF LEAVE

For Illness: August 1st; January 3rd.

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

B. Except where otherwise required by Civil Service Law or Regulation, or sick leave, or child-related leave, no absence without pay granted to School Relations Personnel shall exceed three months' duration. Notification of intent to return to employment upon the expiration of such leave of absence shall be received in writing by the Assistant Superintendent for Business and Administration no later than fourteen (14) days prior to the expiration date of said leave.

C. If the School District has, prior to the end of a leave, sent a written reminder by certified or registered mail, return receipt requested, to an employee on leave of his/her obligation to give notice of intent to return to work as provided in Paragraphs A and B above, an employee who fails to give the required notice after the later of (i) the applicable date set forth in Paragraphs A and B above or (ii) seven days after the written reminder from the School District shall be conclusively presumed to have abandoned his/her employment. An employee who claims to have been incapacitated from giving such notice may challenge this presumption through the grievance and arbitration procedure.

D. To the extent possible, all employees returning from leaves of absence shall be restored to the same position they held at the time leave was granted.

:07 **Sick Bank**

A. Goal

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

B. Participation

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

C. Maintenance

- 1) Upon joining the sick bank a member shall contribute two sick days. Assessments, thereafter, shall be for one day at a time.
- 2) Renewal of the sick bank shall come whenever the sick bank falls below 500 days.

D. Administration

- 1) An Administrative Committee shall be made up of three appointees of the Superintendent and three appointees of the FUSE President. The Committee shall make decisions regarding the use of the sick bank by eligible employees.
- 2) Any disputes over Committee decisions by members shall be decided by the Committee and there shall be no appeal.
- 3) The District shall pay for any medical examination deemed advisable by the Committee under the District's rights in the contract.
- 4) Deliberations of the Committee shall be confidential and may not be used in any other procedure instituted by the District. Only the disposition of the request will be published.

E. Eligibility

- 1) Full-time employee of the City School District and eligible to be a member of the FUSE bargaining unit.
- 2) A member of the sick bank.
- 3) Exhaustion of accumulated and current sick days by the member.
- 4) This sick bank may not be used in cases involving Workers' Compensation.
- 5) The sick bank may not be used for normal disabilities that arise out of pregnancies or child birth. Exceptions may be made to this rule by the Administrative Committee.
- 6) Requests for absences due to childhood diseases contracted as a result of exposure in the building shall be applied directly to the sick bank and not to the employee's sick leave allowance.

F. Withdrawals from the Bank

- 1) During years 1-3 in the District, the maximum days granted shall be fifteen (15) beyond any accumulated days.
- 2) During years 4-5 in the District, the maximum days granted shall be twenty-five (25) days beyond any contractual accumulated days.

- 3) There shall be a one hundred eighty-two (182) day maximum limit for members who have been full-time employees for over five (5) years.
- 4) Exceptions may be made to these maximums by the Administrative Committee in unusual situations.
- 5) On return to work from an extended illness any member will receive prorated allotment for the remainder of the year. This allotment is to be shared equally by the sick bank and the District. This allotment may become part of the accumulated balance for the following year.

G. Membership Withdrawal

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

ARTICLE 1.09 MATTERS FOR CONTINUING STUDY

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

ARTICLE 1.10 ADVISORY COMMITTEE OF EMPLOYEES

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

ARTICLE 1.11 GRIEVANCE PROCEDURE

Objective

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

Definitions

A. Grievance

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

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

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

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

B. Aggrieved Party

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

C. Days

Where number of days indicate the time periods in this procedure, the reference is to working days except in Step 3, Arbitration, where calendar days are

indicated. The maximum numbers of days stated in this procedure can be extended by agreement between the parties.

:03 Appearance and Representation

A. Meetings

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

B. Representation

An employee is entitled to a representative of his/her own choice except that such representative may be an officer of any employee organization other than the FUSE.

C. Grievability

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

D. Notification

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

:04 Availability of Information

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

:05 Submission of Grievance

A. Form of Submission

A grievance shall be submitted in writing, stating the facts on which it is based, the relief sought and signed by the aggrieved party.

Grievances shall be submitted in writing within ninety (90) calendar days after the grievant knew of the alleged act(s) giving rise to the grievance.

Step 1 - Immediate Supervisor

- 1) The aggrieved party submits the grievance to the appropriate building principal, system-wide supervisor or administrator who is directly involved, who will arrange a meeting within five (5) days of receipt of the written grievance.
- 2) Where the grievance involves the board, groups of employees, or system-wide grievances, the aggrieved party will submit the grievance directly to Step 2, the Superintendent, (or his/her designee) who will arrange a meeting within five (5) days of receipt of the written grievance.
- 3) The supervisor or administrator served with a grievance is required to sign the grievance as acknowledgment of its acceptance.
- 4) The supervisor or administrator served with a grievance shall render a written decision within five (5) days after the meeting on the grievance is concluded.
- 5) If the matter is not satisfactorily resolved at the Step 1 level, then the initial grievance may be appealed to the Superintendent (or designee) in writing within fifteen (15) days after the receipt of the written decision at Step 1.

Step 2 - Superintendent of Schools

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

Step 3 - Arbitration

- 1) If any matter is not satisfactorily resolved at the Superintendent's level (Step 2) then the grievance may proceed to Arbitration (Step 3).
- 2) Arbitration shall be initiated only by the FUSE filing a notice of arbitration with the Superintendent of Schools and the American Arbitration Association (AAA). The notice shall be filed within one month after the receipt of the denial of the grievance or appeal by the Superintendent of Schools (or designee), or the receipt of his/her response.

The notice shall include a brief statement of the issues to be decided by the arbitrator and the provisions of the contract involved.

- 3) The AAA shall appoint one of a panel of three (3) arbitrators (to be designated by mutual agreement of the parties) to serve in rotation, as available, for the cases submitted. The voluntary labor arbitration rules of the AAA shall apply to the proceeding insofar as they relate to the hearings, fees and expenses.
- 4) The arbitrator's fee will be shared equally by the District and the FUSE.
- 5) The arbitrator shall issue his/her written determination and award not later than thirty (30) days from the close of hearings, or if oral hearings have been waived then from the date of transmission of the final statements and proofs to the arbitrator.
- 6) The determination and award of the arbitrator shall be rendered to the District and the FUSE and shall be advisory. No judgment may be entered thereon. However, the parties agree to give good faith consideration to his/her recommendations.
- 7) The District agrees that the question of whether or not a grievance is arbitrable shall be determined by the arbitrator. The District agrees to accept the arbitrator's decision on the arbitrability of the matter before him/her.

E. Special Procedures

- 1) In the event a grievance arises at the end of a school year, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term.
- 2) Grievances arising from the action of officials other than those listed in Step 1 may be initiated and processed with such official initially. Where appropriate, such grievances may be initiated at Step 2.

F. General

- 1) Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
- 2) The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

G. Exclusivity

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

ARTICLE 1.12 DURATION OF AGREEMENTS

This Agreement and each of its provisions shall be effective as of July 1, 1998 and shall continue through June 30, 2001.

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

ARTICLE 1.13 CONFORMITY TO LAW

If any provision of this Agreement is or at any time shall be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the FUSE.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 1.14 FUTURE NEGOTIATIONS

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

ARTICLE 1.15 NEW COMPACT FOR LEARNING

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

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

SECTION 2 PEDAGOGIC CONDITIONS

ARTICLE 2.01 WORKING CONDITIONS

:01 Equitability

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

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

:02 Hours

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

:03 Professional Commitments and Completion of Duties

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

This policy is not, however, to be construed as excusing staff from District, school department meetings or administrative supervisory conferences and/or elementary staff meetings. Furthermore, participation in a reasonable number of extra help sessions for students is recognized to be an integral part of the teacher's professional obligations.

The above policy does not preclude any special assignments staff may have as long as those duties do not conflict with other clauses of this Agreement.

CHART I

INSTRUCTIONAL HOURS

	NRHS	ALMS	IEYMS	ELEMENTARY
Teachers and other professional staff check in no later than.....	8:10 a.m.	8:20 a.m.	8:10 a.m.	
Teachers and other professional staff at assigned place of duty no later than.....	8:15 a.m.	8:25 a.m.	8:15 a.m.	8:25 a.m.*
Under normal circumstances faculty shall leave the school no earlier than.....	3:30 p.m.	3:35 p.m.	3:30 p.m.	3:30 p.m.
All elementary teachers and other professional staff shall return to their classrooms after lunch time by.....				12:45 p.m.

None of the foregoing shall be interpreted as limiting the professional responsibilities of teachers as stated in Section :03 of this Article.

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

:04 Teaching Assignments - General

- A. Teachers and other professional staff shall not be assigned outside the scope of their teaching certificates or their major or minor fields of study except in emergency situations (which shall be limited to one year) and in those situations where particular aptitudes or abilities may be needed to assist in the implementation of the educational program. In this latter instance, assignments of the major or minor field of study shall be voluntary.
- B. Teachers who will be affected by change of grade assignment in the elementary school grades will be notified and consulted by their principals as soon as practicable and under normal circumstances within thirty (30) days before the start of the school year. Such changes will be voluntary as far as possible. When practicable tenured teachers should not be assigned to other grades.
- C. Teachers who will be affected by changes of subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and under normal circumstances at least thirty (30) days before the start of the school year. Such changes will be voluntary as far as possible.

:05 Teacher Assignments - New Rochelle High School

- A. Teaching assignments in New Rochelle High School shall be twenty-five (25) instructional periods per week and five (5) unassigned preparation periods per week.
- B. The FUSE and the District agree that supervisory periods are not a productive use of professional staff time. At the same time, it is the professional duty of the staff members to use an equivalent period of time per week to work with colleagues or their regularly assigned students to further educational goals of the District. All affected teachers shall submit a plan of how and when this time will be used no later than September 30th to the Principal for his/her approval. If a plan can be agreed upon, a duty assignment shall be made by the Principal.
- C. Trade and technical teachers, home and careers teachers and science teachers in laboratories as part of the science course shall not be assigned to supervisory periods and, except in those situations where space limitations so require, the teachers shall not be assigned a homeroom.
- D. The teaching assignment of trade and technical teachers shall be consistent with the requirements of the courses of study.
- E. Should scheduling require the assumption of some duty such as study or hall duty during a free period of any given day, the teacher will be released from an equivalent

period of supervised study or activity, during that day or on another day of the same week (or 5-day period).

- F. It is recognized that during a period of double sessions exact adherence to these standards may not be possible in the case of physical education teachers. However, where additional teaching assignments are necessary, the teacher involved shall not be assigned to additional supervisory periods. Assignments to additional classes shall be made in an equitable fashion and, within the context of this statement, class assignments shall not exceed thirty (30) periods per week.
- G. Wherever possible and practicable, teachers scheduled to advance placement courses at New Rochelle High School shall be assigned to a teaching load of twenty (20) instructional periods per week. It is understood that this provision will result in priority consideration in assignment of advanced placement teachers to instructional periods during the school years 1998-2001 and it is further understood that additional staff shall not be employed to implement this clause during the school years 1998-2001.
- H. The following provision is applicable only where there exists a six-period school session: with the exception of science labs and vocational education classes every effort is to be made to avoid having a teacher teach five (5) consecutive periods. Wherever it is necessary to schedule five (5) consecutive teaching periods, equitable rotation of teachers in such assignments shall be scheduled from year to year.
- I. High School teachers will provide a minimum of two (2) scheduled periods of extra help per week, of which at least one will be after school.

Teaching Assignments - Middle Schools

- A. The teaching assignment in the middle schools shall be twenty-five (25) teaching periods and five (5) unassigned preparation periods per week.
- B. The FUSE and the District agree that supervisory periods are not a productive use of professional staff time. At the same time, it is the professional duty of these staff members to use an equivalent period of time per week to work with colleagues or their regularly assigned students to further educational goals of the District. All teachers shall submit a plan of how and when this time will be used no later than September 30th to the Principal for his/her approval. If no plan can be agreed upon, a duty assignment shall be made by the Principal.

:07 **Teaching Assignments - Elementary Schools**

:04

- A. Wherever possible and practicable, special teachers should be assigned to (within) the elementary schools so that each elementary school teacher, including specials, shall be assured one preparation or conference period (or its equivalent) daily. The above shall be interpreted to include play and/or recess periods. Teachers may alternate in supervisory assignment.
- B. Teachers in the elementary schools may schedule conferences with parents and other teachers during the periods when a class is being taught by a special teacher, providing the nature of the special activity or class does not require the presence of the classroom teacher.
- C. All elementary school teachers shall be provided relief time each day of the week (30) minutes or its equivalent. The Board shall provide up to a maximum of five thousand dollars (\$50,000) for this purpose. The FUSE agrees to cooperate with the Board in providing this relief time, and recognizes that, to the extent possible, teachers will share assignments so that this time is provided in the most efficient and economical manner.
- D. Wherever possible and practicable, elementary school A.M.P.E.L. staff shall be assigned to no more than seven (7) teaching periods per day. Every reasonable effort will be made to accomplish this scheduling.

:08

Class Size

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

:09

Non-Teaching Assignments

- A. Non-teaching duties such as lunchroom duty, hall patrol, etc., should be eliminated wherever possible and practicable.
- B. Decisions made on the elimination or establishment of any of the foregoing shall be based primarily upon the general health, welfare and safety of the children and youth in the school, upon effective control of the pupils, upon decisions and regulations of the State Education Department, legal precedents and Educational Law, as well as the welfare of the teachers.
- C. The FUSE recognizes the legal responsibility of the principal of the school in establishing supervisory schedules in keeping with paragraphs A and B above. This responsibility shall be exercised in consultation with the FUSE Building Committee.

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

Extracurricular Activities

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

Faculty Facilities

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

Special Teachers

- A. The Board shall employ special teachers whose regularly assigned duties shall consist of instruction in their area of competency. Those teachers employed as teachers of art, physical education, music, speech therapy, library science, reading and as nurse-teachers shall assume responsibilities which are in effect comparable in time and nature to the regularly assigned classroom teachers within the school to which they are assigned.

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

:13 Register Keeping - Pupil Attendance

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

:14 Transfers

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

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

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

- C. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions preference shall be given to presently employed teachers over newly appointed teachers and shall be based on length of service in the District.
- D. A teacher who is on authorized leave of absence not in excess of one year shall have the same right of reassignment as if he/she had not been on leave of absence, and such period of leave shall be included in determining the length of service for the purpose of this clause.
- E. A teacher who is on extended leave of absence may be reassigned in accordance with the requirements of the District.

Changes in Position

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

- A. Such vacancies shall be adequately and promptly publicized in a Superintendent's Bulletin, as far in advance of the date of filling such vacancy as possible, but in no case shall such vacancy be filled prior to a thirty (30) day announcement of such opening except in emergency situations where said date of anticipated appointment will be announced in the notice of vacancy.
- B. The notice of vacancy shall clearly set forth the qualifications for the position.
- C. Teachers who desire to apply for such vacancy shall file a written application with the Superintendent in the time limit announced for such position. Teachers who so apply shall be afforded the opportunity to present a resume and to be interviewed for the vacancy.
- D. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, religion, nationality, sex, handicapping condition, marital status or political affiliation.
- E. All pedagogic personnel shall be provided the opportunity prior to the close of the school year to list their interests in positions which may become vacant during the summer months. In the event that a position becomes vacant in which a teacher has indicated an interest, the Superintendent's office shall notify said teacher by first class mail to the last address indicated. A procedure for the above which will provide the opportunity for teachers to list their interest in vacancies shall be established by the office of the Superintendent of Schools.

:16 **Summer School**

- A. No position shall be filled by a teacher not employed by the District if there is a qualified applicant for such a position who is employed by the District. Except to the above shall be those teachers from other school systems who have served as teachers in the New Rochelle Summer Program. These teachers shall be first offered the opportunity for continued employment prior to opening said positions to local candidates.
- B. A teacher who has filled a summer school position and has performed satisfactorily shall be appointed to the same position in the current year of application, if the position is needed.
- C. All openings for summer school positions shall be posted in a Superintendent's Bulletin at the earliest possible date so that all interested teachers may apply.
- D. Vacancies shall be filled in accordance with the principle of seniority in the subject and grade of vacancy. Seniority means time spent in New Rochelle teaching the subject, except that teachers leaving the system lose their summer school seniority. Exception to the above shall be as follows:
- In selecting teachers for elementary school summer programs and secondary traditional summer school programs, the criteria for selection shall include preparation, experience and professional ability in the areas of school development to which the program is directed. This provision shall not exclude any teacher who has previously served as a summer school teacher and whose service has not been interrupted in such a manner that said teacher has forfeited his/her status under this Agreement. The selection process shall be made in consultation with the FUSE.
- E. Summer school teachers may be granted a leave of absence without pay from summer school after four (4) consecutive years of service or when in conjunction with a sabbatical leave, for one (1) year, upon written request and approval of the Superintendent. Teachers on leave of absence from summer school shall not forfeit thereby their right to a position in summer school for the year following such a leave. Teachers assigned to summer school positions as replacements for teachers on leave shall be so informed at the time of their assignment.
- F. Paychecks for summer school teachers shall be issued on July 31st, August 1st and on the last day of the summer school session.
- G. Summer school salary schedules are attached hereto and made part of this Agreement.

Extended Day School

- A. The hourly rate of pay for teaching in the Extended Day School shall be as follows:

<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
\$41.77	\$43.23	\$44.85	\$46.53

The current school year hourly rate is computed by multiplying the previous school year's hourly rate by the percentage increase of Step 2 of the Master's salary schedule of that same previous year.

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

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

Teacher Assistance to Practice Teachers

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

Parent Conferences - "Open House Night"

- A. The District and the FUSE recognize the needs of parents and teachers to meet in conference. The District therefore agrees to set aside three (3) one-half days for parent conferences in the elementary schools. These days are to be used for no other purpose.

- B. Three (3) evenings per year shall be set aside for parent conferences in the elementary schools, one of which shall be defined as "Open House Night" which time teachers may meet with parents as large groups. Individual conferences with parents may be held on a second evening. Dates and programs for such evenings shall be determined by the individual schools.
- C. Every effort shall be made by every teacher to hold at least one conference with the parent of each student in his/her elementary class and the FUSE will support its membership of this objective.
- D. One evening per year shall be set aside for "Open House Night" in the secondary schools. Dates and programs for such evenings shall be determined by the individual schools.

:20 Probationary In-Service Courses

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

:21 In-Service Committee

The FUSE and the District agree that short courses and workshops for staff delivered during unpaid time improve professional abilities. It is agreed that a committee be formed to determine partial in-service credit for such courses and workshops. The committee shall consist of two (2) members designated by the Superintendent and two (2) members designated by the FUSE. This committee shall make recommendations to the Superintendent by February 1, 1999.

:22 Authorized Summer Work

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

Clerical Assistance, Elementary Librarians

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

Staff Meetings

The FUSE and the Board agree to a third Monday staff meeting of the professional personnel. The meetings will be of one (1) hour duration and may be held during the lunch hour with the consent of the staff and Principal.

ARTICLE 2.02 PEDAGOGIC RIGHTS

Security of Tenured Teachers

- A. Before making recommendations that entail the elimination of positions held by tenured teachers, the Superintendent shall confer with the FUSE.
- B. If, after consultation with the FUSE, a Board Administrative action under (A) above results in the separation of a tenured teacher from his/her tenured position, that teacher may, within one year from the effective date of termination, and subject to the further provisions of (B) below, make written demand upon the Superintendent of Schools for payment of a sum equal to one-tenth (1/10th) of the teacher's last annual salary for each one and one-half years of paid consecutive New Rochelle teaching service as accrued earnings for such service, with a maximum payment of ten-tenths (10/10) of such last annual salary; provided that this provision shall apply only to teachers separated from their positions pursuant to Section 2510 of the Education Law, and shall not apply to teachers separated from their positions for other reasons permitted by the Education Law. Subject to the further provisions of (D) below, teaching service shall be deemed consecutive for the purposes of this provision notwithstanding intervening layoffs or leaves of absence, but time spent on layoff for unpaid leave of absence shall not be counted as paid service. Demand for accrued earnings pursuant to this provision shall be considered to be resignation from service with the District, and payment by the District shall be considered to be acceptance of such resignation.
- C. If prior to the commencement of payment of accrued earnings pursuant to demand made as provided in (B) above, a position is offered to the tenured teacher either in New Rochelle or in any educational program serving or affiliated with the District, and if the position offered does not diminish the affected teacher's tenure, salary placement and salary advancement rights, then the District's obligation to pay accrued earnings will have been satisfied whether or not the teacher shall accept the position thus offered. If the teacher continues in a tenured teaching

position covered by this Agreement, that teacher's benefits under such Agreement shall not be diminished. In the event that the teacher is subsequently separated from the new position for reasons set forth in (B) above, then the provisions above shall still be applicable to that teacher.

- D. The above paragraphs (B) and (C) do not apply to teachers who, at the time of elimination of a position, are on an extended leave of absence of more than (1) year, except as the Agreement provides for such extension for personal or parental leave.
- E. The earnings provided under (B) above shall be paid in monthly installments commencing thirty (30) days after demand therefor or thirty (30) days after effective date of termination, whichever is later, each installment to be equal to one-tenth (1/10th) of the teacher's last annual salary.
- F. Part-time employees shall accrue proportional seniority in the District and building for continuous service in the same tenure area. This seniority will be used for the purposes of transfer and lay-off.

:02 Probationary Teachers

- A. Copies of all written evaluations and observations by supervisory personnel shall be sent to the observed teacher within fourteen (14) school days of an observation and initialed by him/her.
- B. The probationary teacher shall be entitled to a conference with the supervisor to discuss the report and evaluation.
- C. The probationary teacher shall have the right to make written comment on the evaluation in a space provided for that purpose.
- D. A probationary teacher who is advised that his/her services are to be terminated shall be entitled, upon request, to a meeting with the Superintendent (or designated representative) other than the person who made the recommendation for termination of the teacher's service. He/she may be accompanied by a representative of his/her choice.

Teacher Evaluation

Purpose:

The purpose of Teacher Evaluation is:

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

Definitions:

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

Goals:

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

- 7) To develop procedures for supervisory personnel which clearly explain roles and expectations by which teachers are evaluated.

D. Conditions:

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

E. Procedures:

- 1) Teachers shall be provided with a written copy of evaluations, observations, memoranda, reports, etc., which relate to the work/performance of the teacher. Initialing of such materials indicates only that said material has been reviewed by the teacher.
- 2) Within ten (10) school days after receipt of the observation-evaluation report, the teacher shall be permitted to reply on the report form.
- 3) Evaluation reports shall be in narrative form with space provided for comments by the teacher.
- 4) Evaluation reports shall include data such as:
 - a) An indication of the strengths and weaknesses in the teacher's performance.
 - b) Alternative measures to improve instruction and suggestions for remediation of instruction in any area where criticism is offered.
 - c) When appropriate, the materials and support within the District which are available to aid the teacher.

- 5) Every effort shall be made by supervisors to notify professional staff at least two (2) school days in advance of an observation. No formal observation shall be conducted on successive school days. Each formal observation shall be followed by a post-observation conference.
- 6) Probationary teachers shall be assured a minimum of three (3) classroom observations per school year, each of at least thirty (30) minutes duration.
- 7) The initial supervisory observation shall be made by appointment and may include a pre- and post-observation conference. A minimum of three observation reports are to be completed each year by April 1st.
- 8) An additional evaluation report shall be given on or about February 1st concerning the teacher's performance in those areas not directly related to classroom instruction.
- 9) A summative evaluation in writing, preceded by a conference with the teacher, will be submitted by the appropriate administrator by May 1st, except in the third probationary year when the deadline will be April 15th.
- 10) At the discretion of the administrator in charge, tenured teachers shall receive a maximum of two formative evaluations per school year. If additional evaluations are deemed necessary, the teacher shall be given prior notice in writing of the reasons for this action and of any possible implications or consequences which may result from additional evaluations.

Advisory Evaluation Committee:

1) **Membership**

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

2) **Purpose and Responsibility**

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

- a) Review the development of the guidelines and the status of the implementation of the goals of Teacher Evaluation.
- b) Review the practice under the procedures and guidelines for Teacher Evaluation.

- c) Issue a written report of such reviews and recommendations to the Superintendent of Schools and the FUSE President by no later than February 1st of each school year.

:04 Special Education

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

:05 Exchange Teacher Leave

- A. Upon recommendation of the Superintendent of Schools, leave for exchange teacher positions under either national or international programs may be granted by the Board to teachers who have successfully completed their required one (1) year probationary period in the District and who have completed at least an additional two (2) years of competent service.
- B. The District shall compensate any teacher granted exchange teacher leave on the basis of said teacher's regular salary status. Any period served as an exchange teacher shall be applied to the salary schedule set forth in this Agreement as if such period had been served by the teacher in the District.
- C. The District shall grant such teacher early leave with pay when required to meet the needs of leave or school.

:06 Sabbatical Leave

For the period July 1, 1998 through June 30, 2001 all provisions of the sabbatical leave program shall be inoperative.

The following types of sabbatical leaves shall be granted to tenured teachers with the recommendation of the Superintendent, subject to the following conditions and limitations:

Type 1: Three-quarters the annual salary rate for a semester's leave, or three-eighths the annual salary rate for a full year's leave for study, travel, or rest.

- a) Conditions: Seven (7) full years in the system.
- b) Limitations: Net cost to the District not to exceed the equivalent of one (1) position at the M.A. plus sixty (60) maximum salary step.

Type 2: Ninety (90) percent of annual salary rate for a semester's leave for service.

- a) Conditions: Ten (10) full years in the system.
- b) Limitations: Net cost to the District not to exceed the equivalent of three (3) times the Master's plus sixty (60) maximum salary step.

The following types of sabbatical leave may be granted to tenured teachers, upon the recommendation of the Superintendent, subject to the following conditions and limitations:

Type 3: Doctoral Study Sabbatical - full annual salary rate for a semester's leave.

- a) Conditions: Seven (7) full years in the system, where candidate presents:
 - 1) Proof of matriculation, in university recognized by the New York State Department of Education, for a full course of study leading to a doctoral degree.
 - 2) Evidence that the requirements for the degree (other than the thesis) can reasonably be completed within one (1) year from the initial date of the sabbatical leave.
- b) Limitations:
 - 1) A maximum of three (3) such sabbaticals may be granted per year.
 - 2) The Superintendent shall have discretionary powers in limiting or recommending sabbatical leaves under the clause.

Type 4: One-quarter the annual salary rate for a full year's leave.

- a) Conditions:
 - 1) Seven (7) full years in the system.
 - 2) Candidates applying for leave under this provision must submit evidence of employment in an educational program of a government agency (other than a public school system), foundation or other non-profit making institution, or in a private business or industry in an area of skill or

competence related to the pursuit of the teacher in the School District. Prior to consideration for sabbatical leave under this clause, candidates shall provide the Superintendent of Schools with a detailed statement of plans for said program along with other pertinent data which may be requested. It shall be the purpose of said information to determine the extent to which the nature of the proposal and the return to the system of the teacher will contribute to the educational program of the District or the competence of the teacher in fulfilling his/her responsibilities to the pupils in the schools of the District.

Upon return to teaching in the District, the recipient shall present a detailed report and information of his/her participation in the program (as above) and issue an acceptable report to the members of the professional staff of the District.

b) Limitations:

- 1) A maximum of three (3) sabbatical leaves per year may be granted under this clause.
- 2) The Superintendent shall have discretionary powers in limiting or recommending sabbatical leaves under this clause.
- 3) The foregoing is subject to all legal limitations of the State of New York.

C. Other Conditions:

- 1) Requests for sabbaticals must be received by the Superintendent in writing in such form as may be required, no later than December 31st of the fiscal year preceding the fiscal year in which the sabbatical leave is to take place.
- 2) The teacher shall have completed at least seven (7), or ten (10) (whichever is applicable) school years in the District of which three (3), or seven (7) (whichever is applicable) consecutive years shall immediately precede his/her request.
- 3) In all cases where a net cost to the District has been established as the limiting factor to the number of sabbatical leaves granted during any given year, District seniority will rule.

4) Not more than two (2) sabbatical leaves per semester will be granted teachers in (a) each department in each secondary school, (b) each elementary school, or (c) each department in the special areas on the first round, in determining the teacher's seniority.

5) A teacher eligible for and requesting a ten-year sabbatical and who opts in his/her initial request for a seven-year sabbatical in the event the ten-year sabbatical is not available to him/her shall be considered for a seven-year sabbatical on the same basis as other applicants for such sabbaticals.

6) Upon return from sabbatical leave, the teacher shall be placed on the same step he/she would have been on if no leave had been taken.

Clauses for Reasonability:

1) With due and reasonable consultation of the parties involved, certain adjustments may be made in the order of granting sabbaticals when any otherwise properly listed candidate can demonstrate an urgent and compelling medical priority.

2) a) Computation of costs herein shall be based upon the salary schedules in existence as of December 31st of the school year immediately preceding the school year in which the sabbatical is enjoyed.

b) In determining the cost of sabbatical leaves the average salary of teaching personnel (excluding those positions with a salary differential) shall be used as a base in computing replacement costs.

c) Should funds remain available for either Type 1 or Type 2 sabbaticals as herein provided, such funds shall be transferred between Type 1 and Type 2 sabbaticals so that they will be fully utilized.

3) The teacher shall agree to return to employment in the District for at least one (1) full year after a "three-eighths pay" or "three-fourths pay" sabbatical and at least two (2) full years after a "90% pay" sabbatical.

4) A listing of seniority will be issued to all candidates for Types 1 and 2 sabbatical leaves as soon after the deadline of December 31st as practicable. Any position left vacant by the withdrawal or cancellation of a senior candidate will be filled by the next in line, provided that notice of withdrawal is given by the candidate no later than August 1st for the first semester or full-year sabbaticals and January 1st for second semester sabbaticals. Each successive year's eligibility (seniority) will be judged on its own merits.

:07 Filling Vacancies

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

ARTICLE 2.03 PEDAGOGIC COMMITTEES

:01 Educational Policies Committee

- A. The Federation of United School Employees recognizes that the Board of Education is legally charged with the responsibility of establishing policies governing the operation of the school system.
- B. Both parties, however, recognize that the planning and advising on basic education policies, curriculum revision and other matters related to the improvement of the educational program are a joint responsibility of the administrative and teaching staff. The Committee shall have as members the following:
 - 1) Four (4) members of the administrative and supervisory staff appointed by the Superintendent, one (1) of whom shall serve as co-chairperson.
 - 2) A teacher appointed by the FUSE who shall serve as co-chairperson.
 - 3) Six (6) teachers, in addition to the co-chairperson, to be appointed by

- 4) Federation of United School Employees, one (1) from New Rochelle High School, one (1) from Albert Leonard Middle School, one (1) from Isaac E. Young Middle School, two (2) elementary school teachers and one (1) member at large.
 - 5) Three (3) teachers appointed by the Superintendent of Schools, one (1) from New Rochelle High School, and one (1) from either of the middle schools and one (1) elementary school teacher.
 - 6) The Superintendent of Schools and the President of the FUSE (or a designee of either), ex-officio.
- C. The Committee shall be jointly chaired by the co-chairpersons.
 - D. The Committee shall meet at least once a month during the school year unless the meeting is waived by the mutual consent of the chairpersons. Additional meetings may be called upon the request of either.
 - E. The Committee shall call on such District consultants or working committees within the District as are necessary for the proper discharge of its assignment.
 - F. All proposals, recommendations and suggestions of the Committee shall be submitted for review to the Superintendent of Schools who shall be provided the opportunity to discuss said proposals with the Educational Policies Committee prior to acting upon same and prior to transmitting said proposals to the Board of Education.
 - G. The Committee shall issue no fewer than three (3) reports to the entire staff during the school year.
 - H. The Superintendent of Schools shall be provided the opportunity to comment on any or all reports prior to and in conjunction with the report(s) to be submitted to the staff.

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

3 Mainstreaming Committee
(See Article 2.02, Section :05)

4 P.P.S. Evaluation Committee

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

ARTICLE 2.04 TEACHING ASSISTANTS

:01 General Condition

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

:02 Classification

Teaching assistants shall be classified into three (3) distinct vertical areas:

- 1) Academic: which shall include but not be limited to elementary school language arts, math, social studies and science.
- 2) Special Education: which shall include the instructional services for all youngsters with handicapping conditions as determined by the Committee on Special Education.
- 3) Special Qualifications: assignments of teaching assistants for which special qualifications are needed shall be made by the Assistant to the Superintendent of Administration (or designee).

:03 Conditions and Qualifications

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

- 1) Hold a high school diploma or the equivalent and a minimum of thirty (30) undergraduate credits at an institution recognized by the Education Department of the State of New York or in the District's In-Service Program as approved by the Superintendent of Schools. The Superintendent of Schools may waive all or part of the 30-credit requirements depending upon the candidate's past experience.
- 2) In the event of reductions in force, reassignments, promotions, or reappointments, seniority rights shall be according to full-time continuous service as a teaching assistant in the vertical area of assignment. Based upon the principle of seniority, the Academic and Special Education teaching assistants shall be considered one (1) vertical area. Reassignments from one (1) of these areas to the other shall require six (6) credits of approved in-service and/or undergraduate study to be successfully completed within a period of two (2) years. Failure to complete this requirement will result in loss of position. Special Qualification teaching assistants shall accrue seniority only in the specific discipline to which they have been assigned.
- 3) All qualified teaching assistants on a recall list shall be given first consideration as positions become available in accordance with (2) above. If recall list is

exhausted and vacancies become available after October 1st, interim appointments will be made.

- 4) Teaching assistants may not be used to displace a regular teacher.
- 5) At the discretion of the administration, teaching assistants employed by the District under classifications 2.04:02 1, 2, and 3 above may be used for any duty in an emergency situation including a reasonable number of assignments as a teacher substitute.
- 6) Teaching assistants shall be evaluated using the same procedure established for the pedagogic staff except that a minimum of only one (1) summative evaluation per year is required. No formative evaluations shall be required.
- 7) Vacancies for the position of teaching assistants shall be advertised in the Superintendent's Bulletin. Qualified candidates shall be interviewed and assigned by the Assistant to the Superintendent for Administration (or designee).
- 8) Teaching assistants shall be placed on the negotiated Teaching Assistant Salary Schedule.
- 9) When six-hour teaching assistants fill in for an absent teacher and no substitute teacher is provided, they shall earn their regular pay and in addition one-half (1/2) the per diem pay for substitute teachers.
- 10) Teaching assistants' hours of work are exclusive of lunch.
- 11) Computer teaching assistants shall be re-classified as Technical Assistants for salary purposes as set forth in the annexed Teaching Assistant Salary Schedules. However, they shall remain in the Academic teaching assistant area as described in this Article.

SECTION 3 SCHOOL RELATED PERSONNEL CONDITIONS

ARTICLE 3.01 HOURS AND DAYS OF EMPLOYMENT

:01 Department of Environmental Services/Lunchrooms

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

:02 Office Employees

The normal work day of office employees shall be seven and one-half (7-1/2) hours, exclusive of meal time, and the normal work week shall be five (5) days.

:03 Half-Time Employment

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

:04 Summer Hours

During the months of July and August, the work schedule for all full-time School Related Personnel will be one hour less than their regular schedule, Monday through Friday.

:05 Restrictions on Split Shifts

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

:06 Overtime

A. Eligibility

- 1) With the exception of the Secondary School Plant Facilities Supervisors, all employees shall be paid at the time-and-one-half rate for all hours

worked in excess of forty (40) hours in a single work week.

- 2) The District will give compensatory time to the Secondary School Plant Facility Supervisors when said personnel respond to emergency situations with regard to their buildings.

B. Work Week

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

C. Saturdays

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

D. Sundays and Holidays

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

E. Determining Rates

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

F. Payment

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

G. Unauthorized Overtime

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

unauthorized overtime work applies to work done during meal periods. Gratuitous unreported overtime is prohibited.

H. Emergency Overtime - Department of Environmental Services Employees

- 1) Overtime compensation of time-and-one-half shall be paid to full-time employees in the Department of Environmental Services who are required to work after 7:00 p.m. on a Saturday or on any night, except Sunday, or Holiday, when their services are required by an emergency threatening severe loss or damage to life, property or facilities, such as severe rainstorms giving rise to flood conditions, severe snow storms clogging School District property, severe icing conditions making School District property dangerous, severe windstorms uprooting trees, multiple alarm fires, etc.
- 2) If schools and offices are closed and when the emergency job is completed and they have no further necessary responsibilities, they shall be able to go home. They may also receive compensatory time if working a regular day.

I. Minimum Overtime

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

- J.** All full-time employees whose normal work week is less than forty (40) hours shall be paid at the rate of time-and-one-half for those hours exceeding the normal work week.

:07 Safety and Relief Time

Any School Related Personnel whose duty requires periods of work of fourteen (14) or more consecutive hours due to emergency conditions shall be granted an unpaid relief period of eight (8) hours before being required to return to work. It is understood that essential jobs will be covered. The District shall make every effort to provide coverage in such instances.

:06 School and Office Closings

When schools and offices are closed for students and teachers due to an emergency, the services of clerical employees, mechanics, etc. and the day(s) of the week shall be considered as work time or vacation days.

ARTICLE 3.02 MANAGEMENT RIGHTS

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

ARTICLE 3.03 SCHOOL RELATED PERSONNEL RIGHTS AND CONDITIONS

3.01 Removal and Other Disciplinary Action

- A. Labor and non-competitive class employees, appointed prior to July 1, 1993, shall be given the same protection under Section 75 of the Civil Service Law, insofar as removal and other disciplinary action is concerned, after satisfactory completion of twelve (12) months of probationary service.
- B. Labor and non-competitive class employees appointed July 1, 1993 or after shall be given the same protection under Section 75 of the Civil Service Law insofar as removal and other disciplinary action is concerned, after satisfactory completion of thirty-six (36) months of probationary service.
- C. Under Section 75 of the Civil Service Law, the Hearing Officer shall be mutually chosen by the FUSE and the District from a list compiled by the American Arbitration Association. The Hearing Officer's fee shall be shared equally by the District and the FUSE.

3.02 Seniority in Layoff

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

determine job skills, experience, training, ability or the like require exceptions seniority.

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

:03 Transfers

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

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

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

- 1) For personal illness - such time on leave shall not be included in determining the length of service.
- 2) For compensable injury or illness - such time on leave shall be included in determining length of service.
- 3) For military leave - such time on leave shall be included in determining length of service.
- 4) For serving in another position in the District - such time on leave shall be included in determining the length of service.

:04 Termination Pay

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

- A. After five (5) but less than eleven (11) full fiscal years of continuous employment said employee shall be entitled to termination pay of one and one-half (1-1/2) month's pay.
- B. After eleven (11) but less than sixteen (16) full fiscal years of continuous employment said employee shall be entitled to two (2) months' termination pay.
- C. After sixteen (16) full fiscal years of continuous employment said employee shall be entitled to three and one-half (3-1/2) months' termination pay.
- D. In computing years of service under this section, a year during which an employee is absent on an authorized leave of absence without pay which leave requires a formal Board resolution and does not exceed six (6) months shall be included as a full year of service, provided that only one such leave of absence shall be credited in the computation of years of continuous service.
- E. Demand for accrued earnings pursuant to this provision shall be considered to be a resignation from service with the District, and payment by the District shall be considered to be acceptance of such resignation.

:05 Holidays

- A. All employees shall receive the holidays required by law and granted by the calendar negotiated with the Board. Such holidays shall be eighteen (18) days during any one calendar year.
- B. When a holiday falls on a Saturday and District offices or schools are not closed in observance on the Friday previous because of such holiday, and unless such holiday observance has not been specified by the State, all twelve-month employees shall be granted compensatory time off at the convenience of the department head.

:06 Vacations

A. Allowances

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

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

- 2) More than five (5) but less than fifteen (15) full fiscal years of continuous employment; seventeen (17) working days per annum. When an employee terminates employment prior to completing a full fiscal year, or when an employee has been on leave of absence without pay, the vacation entitlement of said employee shall be reduced by one and one-half (1-1/2) days for each month in which said employee is on leave of absence without pay; in the case of termination, the same reduction of vacation entitlement shall become effective as of the month such termination occurs.
- 3) More than fifteen (15) full fiscal years of continuous employment; twenty (20) working days per annum. When an employee terminates employment prior to completing a full fiscal year, or when an employee has been on leave of absence without pay, the vacation entitlement of said employee shall be reduced by one and three-fourths (1-3/4) days for each month in which said employee is on leave of absence without pay to the nearest lowest half day; in the case of termination, the same reduction of vacation entitlement shall become effective as of the month such termination occurs.

B. Vacation Credit Restriction

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

C. Vacation Time Options

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

07 Accumulated and Unused Vacation Time

A. Unused Vacation Time

- 1) All 12-month employees should use the vacation time earned during any fiscal year prior to the end of the fiscal year immediately following the year in which it was earned.
- 2) Under special circumstances and with permission of the Supervisor, an employee may carry over ten (10) unused vacation days into the next fiscal year.

B. Retirement Leave

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

- 1) An employee in the 25th year of service shall be granted vacation leave with pay for one calendar month plus four (4) days for each additional year beyond twenty-five (25) and prior to but not including the 30th year, in addition to regularly scheduled annual vacation;
- 2) An employee in the 30th year of service shall be granted vacation leave with pay for two (2) calendar months plus four (4) days for each additional year beyond thirty (30) and prior to but not including the 35th year, in addition to regularly scheduled annual vacation leave;
- 3) An employee in the 35th year of service shall be granted vacation leave with pay for three (3) calendar months plus four (4) days for each additional year beyond thirty-five (35) and prior to but not including the 40th year, in addition to regularly scheduled annual vacation leave;
- 4) An employee in the 40th year of service or beyond, shall be granted vacation leave with pay for four (4) calendar months in addition to regularly scheduled annual leave;
- 5) Department heads, in any recommendations for additional vacation leave as above provided, shall consider attendance records and quality of work performed in recommending the amount of additional vacation leave for any employee.
- 6) Years of service during which an employee has been employed for less than twelve (12) months or has been granted a leave of absence without pay, shall not be considered in the determination of years of service for the purpose of granting vacation leave with pay under this section.

C. Payment Computation

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

:08 Retirement Plan

The District shall pay the full cost to include all eligible employees in the so-called "Improved Career Retirement Plan" which is authorized by Section 75-i of the Retirement and Social Security Law of the State of New York.

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

:09 Service Leave

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

:10 Employee Education

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

:11 Foul Weather Gear

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

:12 School Related Personnel Evaluation Procedure

A. Purpose

The purpose of the evaluation is:

- 1) To aid the employee in maintaining and improving work performance, and

- 2) To collect evidence upon which to base administrative decisions related to retention and assignment of employees.

B. Definitions

- 1) Formative evaluations are a compilation of all data pertaining to employee performance.
- 2) Summative evaluations are a compilation of all formative evaluations and are used as the basis for administrative decisions relating to assignment and retention.

C. Conditions

- 1) **Formal Evaluation:** Supervision, observation and evaluation of the work performance of an employee shall be conducted with the full knowledge of the employee. The evaluator of Secondary School Plant Supervisors shall be the Director of Environmental Services.
- 2) **Informal Supervision:** Supervision of the employee work performance may take place at any time at the discretion of the administration.
- 3) **Availability of Information:** Reasonable effort shall be made to assure that the procedures, guidelines and criteria for evaluation of employees are available to employees.

D. Procedures

- 1) Employees shall be provided with a written copy of evaluations, observations, memoranda, reports, etc. which relate to their work performance. The employee shall be permitted to reply to any and all such material. Employee signatures on such materials indicate only that said material has been seen by the employee.
- 2) Within eight (8) work days after the receipt of the observation and/or evaluation materials, the employee shall be permitted to reply. Failure to reply within the above stated time period will be deemed as approval of the observation and/or evaluation materials.
- 3) Evaluation/Observation Reports shall include:
 - a) A rating of employee performance.

- b) Alternative measures to improve work performance in areas where criticism is offered.
- 4) Probationary employees shall be assured a minimum of one (1) formative evaluation at the end of the third month probationary period and one (1) summative evaluation two (2) weeks before the end of the six-month probationary period.
- 5) Conferences related to employee job performance may be requested at any time by the employee and/or the administrator.
- 6) There may be one (1) summative evaluation per year per employee.
- 7) All School Related Personnel, whether ten (10) or twelve (12) month, provisional, temporary, hourly, or non-annualized, shall be evaluated at least once each year in the month of March.

:13 School Related Personnel Evaluation Form

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

SECTION 4

PEDAGOGIC COMPENSATION AND PLACEMENT

ARTICLE 4.01 SALARY SCHEDULES - PEDAGOGIC

**TEACHER SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 1998**

STEP	1BA	* 2BA15	* 3BA30	4MA	** 5BA60	6MA30	7MA60	8DR
1	35,342	36,642	38,230	40,657	41,925	42,840	45,245	45,245
2	35,342	36,642	38,230	40,657	41,925	42,840	45,245	45,245
3	35,342	36,642	38,230	40,657	41,925	42,840	45,245	45,245
3***	36,642	37,972	39,563	42,421	43,957	44,871	47,287	47,287
4	39,739	41,270	42,840	45,758	47,287	48,148	50,566	50,566
5	39,739	41,270	42,840	45,758	47,287	48,148	50,566	50,566
6	39,739	41,270	42,840	45,758	47,287	48,148	50,566	50,566
6***	41,772	43,102	45,231	48,148	49,681	50,566	53,019	53,019
7	44,665	45,935	48,148	51,899	53,459	54,314	56,820	56,820
8	44,665	45,935	48,148	51,899	53,459	54,314	56,820	56,820
9	44,665	45,935	48,148	51,899	53,459	54,314	56,820	56,820
9***	46,377	47,943	49,947	54,078	55,642	56,501	58,917	61,393
10	49,681	51,066	53,459	58,358	59,593	60,778	62,959	65,349
11	49,681	51,066	53,459	58,358	59,593	60,778	62,959	65,349
12	49,681	51,066	53,459	58,358	59,593	60,778	62,959	65,349
12***	51,066	52,544	55,434	60,098	61,631	62,519	64,935	67,360
13	55,434	56,820	60,979	66,850	68,270	69,333	71,551	73,960
14	55,434	56,820	60,979	66,850	68,270	69,333	71,551	73,960
15	58,296	59,840	64,608	71,744	72,394	76,890	80,945	82,599
16	58,296	59,840	64,608	71,744	72,394	76,890	80,945	82,599
17	58,296	59,840	64,608	71,744	72,394	76,890	80,945	82,599
18	58,296	59,840	64,608	71,744	72,394	76,890	80,945	82,599
19	58,296	59,840	64,608	71,744	72,394	76,890	80,945	82,599
****	59,068	60,610	65,766	73,292	73,941	78,435	83,109	84,764

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

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

*** For those teachers who were on steps 2, 5, 8, and 11, respectively, during the 1997-1998 fiscal year.

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

TEACHER SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 1999

STEP	1BA	* 2BA15	** 3BA30	4MA	** 5BA60	6MA30	7MA60	8DR
1	36,667	38,016	39,664	42,182	43,497	44,447	46,942	46,942
2	36,667	38,016	39,664	42,182	43,497	44,447	46,942	46,942
3	36,667	38,016	39,664	42,182	43,497	44,447	46,942	46,942
4	41,229	42,818	44,447	47,474	49,060	49,954	52,462	52,462
5	41,229	42,818	44,447	47,474	49,060	49,954	52,462	52,462
6	41,229	42,818	44,447	47,474	49,060	49,954	52,462	52,462
7	46,340	47,658	49,954	53,845	55,464	56,351	58,951	58,951
8	46,340	47,658	49,954	53,845	55,464	56,351	58,951	58,951
9	46,340	47,658	49,954	53,845	55,464	56,351	58,951	58,951
10	51,544	52,981	55,464	60,546	61,828	63,057	65,320	67,800
11	51,544	52,981	55,464	60,546	61,828	63,057	65,320	67,800
12	51,544	52,981	55,464	60,546	61,828	63,057	65,320	67,800
13	57,513	58,951	63,266	69,357	70,830	71,933	74,234	76,734
14	57,513	58,951	63,266	69,357	70,830	71,933	74,234	76,734
15	60,482	62,084	67,031	74,434	75,109	79,773	83,980	85,696
16	60,482	62,084	67,031	74,434	75,109	79,773	83,980	85,696
17	60,482	62,084	67,031	74,434	75,109	79,773	83,980	85,696
18	60,482	62,084	67,031	74,434	75,109	79,773	83,980	85,696
19	60,482	62,084	67,031	74,434	75,109	79,773	83,980	85,696
*** 20	61,283	62,883	68,232	76,040	76,714	81,376	86,226	87,943

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

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

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

TEACHER SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2000

STEP	1BA	* 2BA15	* 3BA30	4MA	** 5BA60	6MA30	7MA60	8DR
1	38,042	39,442	41,151	43,763	45,128	46,113	48,702	48,702
2	38,042	39,442	41,151	43,763	45,128	46,113	48,702	48,702
3	38,042	39,442	41,151	43,763	45,128	46,113	48,702	48,702
4	42,775	44,423	46,113	49,254	50,900	51,827	54,430	54,430
5	42,775	44,423	46,113	49,254	50,900	51,827	54,430	54,430
6	42,775	44,423	46,113	49,254	50,900	51,827	54,430	54,430
7	48,078	49,445	51,827	55,864	57,544	58,464	61,161	61,161
8	48,078	49,445	51,827	55,864	57,544	58,464	61,161	61,161
9	48,078	49,445	51,827	55,864	57,544	58,464	61,161	61,161
10	53,477	54,968	57,544	62,817	64,146	65,422	67,769	70,342
11	53,477	54,968	57,544	62,817	64,146	65,422	67,769	70,342
12	53,477	54,968	57,544	62,817	64,146	65,422	67,769	70,342
13	59,670	61,161	65,638	71,958	73,486	74,630	77,018	79,611
14	59,670	61,161	65,638	71,958	73,486	74,630	77,018	79,611
15	62,750	64,412	69,544	77,226	77,925	82,765	87,130	88,910
16	62,750	64,412	69,544	77,226	77,925	82,765	87,130	88,910
17	62,750	64,412	69,544	77,226	77,925	82,765	87,130	88,910
18	62,750	64,412	69,544	77,226	77,925	82,765	87,130	88,910
19	62,750	64,412	69,544	77,226	77,925	82,765	87,130	88,910
20	63,581	65,241	70,791	78,892	79,591	84,428	89,459	91,240

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

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

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

TEACHING ASSISTANT SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 1998

STEP	SIX HOUR T.A.'s			SEVEN HOUR T.A.'s		
	<u>1</u>	<u>2</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>3</u>
1	18,625	19,543	20,635	21,729	22,800	23,892
2	18,625	19,543	20,635	21,729	22,800	23,892
3	20,159	21,078	22,170	23,518	24,593	25,685
4	20,159	21,078	22,170	23,518	24,593	25,685
5	21,696	22,614	23,706	25,310	26,381	27,474
6	21,696	22,614	23,706	25,310	26,381	27,474
7	22,463	23,380	24,473	26,206	27,276	28,368
8	22,463	23,380	24,473	26,206	27,276	28,368
9	22,463	23,380	24,473	26,206	27,276	28,368
10	22,848	23,766	24,858	26,654	27,728	28,820
11	22,848	23,766	24,858	26,654	27,728	28,820
12	23,230	24,150	25,242	27,099	28,174	29,266
13	23,230	24,150	25,242	27,099	28,174	29,266
14	23,230	24,150	25,242	27,099	28,174	29,266
15	24,632	25,550	26,643	28,738	29,808	30,901
16	24,632	25,550	26,643	28,738	29,808	30,901
17	24,632	25,550	26,643	28,738	29,808	30,901
18	26,035	26,950	28,042	30,373	31,443	32,535
19	26,035	26,950	28,042	30,373	31,443	32,535
20	26,418	27,340	28,431	30,822	31,896	32,988

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

Computer TA's + \$1,000

TEACHING ASSISTANT SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 1999

STEP	SIX HOUR T.A.'s			SEVEN HOUR T.A.'s		
	<u>1</u>	<u>2</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>3</u>
1	19,323	20,276	21,409	22,544	23,655	24,788
2	19,323	20,276	21,409	22,544	23,655	24,788
3	20,915	21,868	23,001	24,400	25,515	26,648
4	20,915	21,868	23,001	24,400	25,515	26,648
5	22,510	23,462	24,595	26,259	27,370	28,504
6	22,510	23,462	24,595	26,259	27,370	28,504
7	23,305	24,257	25,391	27,189	28,299	29,432
8	23,305	24,257	25,391	27,189	28,299	29,432
9	23,305	24,257	25,391	27,189	28,299	29,432
10	23,705	24,657	25,790	27,654	28,768	29,901
11	23,705	24,657	25,790	27,654	28,768	29,901
12	24,101	25,056	26,189	28,115	29,231	30,363
13	24,101	25,056	26,189	28,115	29,231	30,363
14	24,101	25,056	26,189	28,115	29,231	30,363
15	25,556	26,508	27,642	29,816	30,926	32,060
16	25,556	26,508	27,642	29,816	30,926	32,060
17	25,556	26,508	27,642	29,816	30,926	32,060
18	27,011	27,961	29,094	31,512	32,622	33,755
19	27,011	27,961	29,094	31,512	32,622	33,755
20	27,409	28,365	29,497	31,978	33,092	34,225

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

Computer TA's + \$1,000

TEACHING ASSISTANT SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2000

STEP	SIX HOUR T.A.'s			SEVEN HOUR T.A.'s		
	<u>1</u>	<u>2</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>3</u>
1	20,048	21,036	22,212	23,389	24,542	25,717
2	20,048	21,036	22,212	23,389	24,542	25,717
3	21,699	22,688	23,864	25,315	26,472	27,647
4	21,699	22,688	23,864	25,315	26,472	27,647
5	23,354	24,342	25,517	27,244	28,397	29,573
6	23,354	24,342	25,517	27,244	28,397	29,573
7	24,179	25,166	26,343	28,208	29,360	30,535
8	24,179	25,166	26,343	28,208	29,360	30,535
9	24,179	25,166	26,343	28,208	29,360	30,535
10	24,594	25,582	26,757	28,691	29,847	31,022
11	24,594	25,582	26,757	28,691	29,847	31,022
12	25,005	25,995	27,171	29,170	30,327	31,502
13	25,005	25,995	27,171	29,170	30,327	31,502
14	25,005	25,995	27,171	29,170	30,327	31,502
15	26,514	27,502	28,679	30,934	32,086	33,262
16	26,514	27,502	28,679	30,934	32,086	33,262
17	26,514	27,502	28,679	30,934	32,086	33,262
18	28,024	29,009	30,185	32,694	33,845	35,021
19	28,024	29,009	30,185	32,694	33,845	35,021
20	28,437	29,429	30,603	33,177	34,333	35,508

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

Computer TA's + \$1,000

ARTICLE 4.02 SALARY SCHEDULE TERMS AND CONDITIONS - PEDAGOGIC

Prior Service Credit

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

ARTICLE 4.03 OTHER REGULATIONS

:01 Increments

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

:02 Step Advancement

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

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

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

:03 Schedule Advancement

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

:04 Schedule Advancement Requirements

Advancement from one schedule to another shall be effective as of September 1st or February 1st, following the completion of the required academic and professional courses. Requests for transfer to the next higher salary schedule shall be filed on the appropriate form at least one month prior to the anticipated date of transfer which shall be September 1st of each year to take effect for the first semester of a school year, or February 1st of each year to take effect for the second semester of a school year. November 1st shall be the deadline date of the first semester and April 1st shall be the deadline date of the second semester for submitting proof of completion of requirements for schedule transfer. All evidence of completion of requirements except the final academic course work shall be submitted prior to or at the time of the filing of the request for transfer form. Only official transcripts or letters with the official seal of a college or university will be accepted as final evidence of completion of course work. Where candidates are completing final courses, and subsequent to the filing of the request for transfer form, a letter from the college or university or other suitable evidence will be accepted as tentative evidence of completion of course requirements pending receipt of official records.

:05 Probationary Salary Placement

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

:06 Schedule Placement Requirements

A. Schedule 1 - BA/BS

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

B. Schedule 2 - BA/BS Plus 15

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

All teachers (except teachers of vocational subjects) who have completed fifteen (15) semester hours of approved study beyond the Baccalaureate Degree of which not over eight (8) may be undergraduate credit, shall be placed on Schedule 2. Such fifteen (15) semester hours shall be completed subsequent to the completion of the preparation necessary for a Baccalaureate Degree at an institution of higher

learning recognized by the State Department of Education of New York as qualified to offer such courses, or in the District's In-Service Program as approved by the Superintendent and by the State Department of Education of New York for In-Service and Professional Improvement Credit. These credits must be in academic and professional areas in the teacher's general subject field or in the field of education.

C. Schedule 3 - BA/BS Plus 30

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

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

D. Schedule 4 - Master's

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

E. Schedule 5 - BA/BS Plus 60

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

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

F. Schedule 6 – Master’s Plus 30

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

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

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

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

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

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

G. Schedule 7 - Master’s Plus 60

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

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

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

H. Schedule 8 - Doctorate

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

I. Trade and Technical Teachers (Vocational)

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

- 1) Equivalent Schedule to Schedule 1 - BA/BS
 - a) Completion of journeyman's experience in trade or technical area.
 - b) Evidence of having passed the New York State Trade Proficiency Examination.
- 2) Equivalent Schedule to Schedule 2 - BA/BS plus 15
 - a) Completion of fifteen (15) semester hours of work toward the provisional license as a trade and technical teacher.
- 3) Equivalent Schedule to Schedule 3 - BA/BS plus 30
 - a) Completion of requirements for the provisional license as a trade and technical teacher in the State of New York.
- 4) Equivalent Schedule to Schedule 5 - BA/BS plus 60
 - a) Completion of requirements for the permanent license as a trade and technical teacher in the State of New York.
- 5) Equivalent Schedule to Schedule 6 - Master's plus 30
 - a) Receipt of a Baccalaureate Degree at an institution recognized by the Education Department of the State of New York; and
 - b) Receipt of Master's Degree at an institution recognized by the Education Department of the State of New York.

- 6) Equivalent Schedule to Schedule 7 - Master's plus 60

- a) Completion of 30 graduate hours subsequent to the receipt of Master's Degree at an institution recognized by the Education Department of the State of New York.

:07 In-Service Education Credits

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

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

Procedures herein stated became effective February 1, 1967. Any provisions therein shall not be retroactive. Such procedures shall be effective until June 30, 2001 only.

:08 Extra Stipends

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

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
Attendance Officer	\$ 1,547	\$ 1,605	\$ 1,666
Band Master NRHS	\$ 2,500	\$ 2,500	\$ 2,500
Asst. Bandmaster NRHS	\$ 450*	\$ 450*	\$ 450*
Guidance Counselor	\$ 1,547	\$ 1,605	\$ 1,666
Helping Teacher	\$ 500	\$ 500	\$ 500
School Social Worker	\$ 500	\$ 500	\$ 500
Key Counselor	\$ 500	\$ 500	\$ 500
Jazz Band Director	\$ 2,200	\$ 2,200	\$ 2,200
Vocal Ensembles NRHS (per group, up to 4)	\$ 550	\$ 550	\$ 550

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

:09 Stipends Extra Curricular Activities

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

<u>No. of Meetings</u>	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
10-20 times per year	\$ 413	\$ 428	\$ 444
21-30 times per year	\$ 688	\$ 714	\$ 741
over 30 times per year	\$ 1,031	\$ 1,070	\$ 1,110

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

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

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
Yearbook (<i>Rochellean</i>)	\$ 3,438	\$ 3,567	\$ 3,701
Student Newspaper (<i>Huguenot Herald</i>)	\$ 2,750	\$ 2,853	\$ 2,960
Literary Magazine (<i>Opus</i>)	\$ 1,375	\$ 1,427	\$ 1,481

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
General Org. Sponsor	\$ 3,438	\$ 3,567	\$ 3,701
General Org. Treasurer*	\$ 4,125	\$ 4,280	\$ 4,441
Model Congress	\$ 3,438	\$ 3,567	\$ 3,701
Theater Workshop	\$ 3,438	\$ 3,567	\$ 3,701
Student Liaison*	\$ 2,750	\$ 2,853	\$ 2,960

Class Sponsorships

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
Senior Class	\$ 3,438	\$ 3,567	\$ 3,701
Junior Class	\$ 1,375	\$ 1,427	\$ 1,481
Sophomore Class	\$ 688	\$ 714	\$ 741
Freshman Class	\$ 688	\$ 714	\$ 741

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

:11 Stipends Co-Curricular Activities - Middle Schools

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

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
Yearbook	\$ 2,063	\$ 2,140	\$ 2,220
Literary Magazine	\$ 1,375	\$ 1,427	\$ 1,481
Drama (<i>per production</i>)	\$ 1,375	\$ 1,427	\$ 1,481
Newspaper (<i>per issue not to exceed 5</i>)	\$ 516	\$ 535	\$ 555
General Org. Sponsor	\$ 3,438	\$ 3,567	\$ 3,701

:12 Evening and Weekend Events

- Teaching staff who volunteer to supervise students for evening and weekend events, not covered elsewhere in this Agreement, shall be paid at the current hourly rate (see Article 4.08). A maximum stipend of \$88.00 in 1998-1999, \$91.00 in 1999-2000 and \$94.00 in 2000-2001 shall be paid for any one event. This provision shall not apply to staff who attend Board of Education meetings, PTA meetings, or New Compact for Learning meetings.
- Teaching assistants who volunteer to supervise students shall be paid their hour rate as follows:

\$17.25 to a maximum of \$54.00 in 1998-1999
 \$17.90 to a maximum of \$56.00 in 1999-2000
 \$18.57 to a maximum of \$58.00 in 2000-2001.

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

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

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

4. Volunteers for foreign trips (Canada excepted) shall not be compensated.
5. Staff who are sponsors of student/school organizations are expected to be present at all events sponsored by the organization at no other compensation beyond that which is described in Article 4.02:08, 4.02:09, 4.02:10 and 4.02:11. Other volunteer staff at these events, who are expected to help supervise students, shall be paid at the rates provided in this section above.

:13 New Teachers/Completion of Records

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

:14 SAT Exam Proctors

- A. Proctors who complete their duties for the regular SAT exam, including preparation and follow-up activities, will be compensated at the fee as set by the Educational Testing Service.
- B. Proctors who provide extended time proctoring beyond or outside that in 4.03:14(A) for students who are permitted additional time to complete the exam will be compensated as in 4.03:14(A) plus \$15.00 for each hour beyond the normal proctoring session.

:15 Service Increment

Commencing on the 22nd anniversary of actual teaching service in the District, an employee will be entitled to an annual service increment computed as 3.5% of the Step 2 salary for the applicable salary schedule. Years of actual service for the purposes of this section shall be computed in the same manner as teacher seniority. Where the anniversary falls on a date after the commencement of the school year, the pay shall be pro-rated for the balance of that year.

ARTICLE 4.04 SALARY DEDUCTIONS FOR ABSENCES

Salary deductions for absences or other salary deductions based on the daily rate shall be the rate of 1/200th of the annual salary for 10-month employees and 1/264th of the annual salary for 12-month employees.

ARTICLE 4.05 SALARY PAYMENT UPON COMMENCEMENT OR TERMINATION OF EMPLOYMENT

On commencing employment after the first working day of a month, or terminating employment before the last working day of a month, a teacher shall be paid one-twentieth (1/20) of the monthly salary, computed on a 10-month basis for each working day employed, except that a teacher shall receive a salary in excess of the salary that would have been received for that month.

ARTICLE 4.06 PRE-KINDERGARTEN TEACHERS

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

ARTICLE 4.07 SALARY SCHEDULE - PSYCHOLOGISTS

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

ARTICLE 4.08 SALARY RATES - OTHER PEDAGOGIC EMPLOYEES

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

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
Summer School/Hourly Teachers			
BA/BS.....	\$28.08	\$29.13	\$30.22
BA/BS + 30/Master's.....	\$29.84	\$30.96	\$32.12
Adult Education Teacher			
BA/BS.....	\$26.73	\$27.73	\$28.77
BA/BS +30.....	\$28.48	\$29.55	\$30.66
Homebound Teacher.....	\$28.48	\$29.55	\$30.66
Psychologist.....	\$29.58	\$30.69	\$31.84
Project Leader.....	\$35.28	\$36.60	\$37.97

ARTICLE 4.09 COACHING STIPENDS

The salaries listed cover coaching and supervision of interscholastic and modified sports. In addition to the salaries listed below, there shall be a longevity payment of \$100.00 for each five (5) years of experience in an individual sport.

SPORTS CATEGORIES

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

1998-1999 COACHING SALARIES

	A	B
Head Varsity*	\$5643	\$4638
Assistant Varsity	\$4146	\$3550
Head Jr. Varsity	\$4146	\$3550
Assistant Jr. Varsity	\$3241	--
Modified	\$3512	\$2901
* Football + \$1,010.		

1999-2000 COACHING SALARIES

	A	B
Head Varsity*	\$5855	\$4812
Assistant Varsity	\$4301	\$3683
Head Jr. Varsity	\$4301	\$3683
Assistant Jr. Varsity	\$3363	--
Modified	\$3644	\$3010
* Football + \$1,010.		

2000-2001 COACHING SALARIES

	A	B	C
Head Varsity*	\$6075	\$4992	\$2835
Assistant Varsity	\$4462	\$3821	\$2135
Head Jr. Varsity	\$4462	\$3821	\$2135
Assistant Jr. Varsity	\$3489	--	--
Modified	\$3781	\$3123	\$1831

* Football + \$1,010.

ARTICLE 4.10 SALARY SCHEDULES AND CONDITIONS - SUBSTITUTES

Per Diem Rate	\$ 65.00
Per Diem Rate for Substitute Service in the same assignment for a minimum of two (2) weeks, and up to and including seventy-nine (79) days.	\$ 75.00
Salary for Substitute Service in the same assignment for a minimum of eighty (80) consecutive days*	Interim appointment at an annual salary, pro-rated for the period.
Teaching Assistants/Teacher Aides	\$ 45.00

*Retroactive to the first day of such service.

ARTICLE 4.11 APPOINTMENT OF SUBSTITUTE AND INTERIM TEACHERS

:01 Substitute Teachers

A substitute teacher shall be defined as a teacher employed on a per diem basis in accordance with the salary schedule provided in Article 4.10.

:02 Interim Teachers

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

- B. Interim teachers shall be advanced on salary schedule beyond the initial appointment to an interim position on the basis that each full year of service equals one (1) salary schedule step. Interim teachers may be advanced to a maximum of three (3) years on schedule and step placement. This shall be applied to salary placement should the interim teacher be appointed to a probationary teaching position in the District.
- C. If a per diem substitute teacher continues in the same position for a period in excess of eighty (80) teaching days, that teacher shall be classified as an interim teacher and salary and step placement of the teacher shall be determined retroactively to the original date of per diem employment.
- D. Teaching days as defined herein shall be defined as days in which school session for pupils or at which the teachers are required to report to school for professional duty.

ARTICLE 4.12 SALARY SCHEDULE TERMS AND CONDITIONS - TEACHING ASSISTANTS

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

SECTION 5

ARTICLE 5.01 SCHOOL RELATED PERSONNEL JOB GRADING LIST

<u>ORGANIZATIONAL TITLE</u>	<u>GRADE</u>
Account Clerk Typist	4
Administrative Secretary	10
Assistant Audio-Visual Technician	14
Assistant Custodian	8
Assistant Custodian - Special Assignment (Admin. + \$300)	8
Assistant Director Security	9
Audio Visual Technician	16
Bookkeeper	12
Building Attendant	2
Carpenter	14
Carpenter - Locksmith + \$500	14
Carpenter - Working Foreman	15
Cleaner -(Part-Time)	1
Clerk Typist + \$500	3
Cook	3
Cook - N.R.H.S. + \$300	3
Custodian	12
Custodian - N.R.H.S. + \$500	12
Data Entry Clerk	7
Educational Support Aide (See Teacher Aide)	
Electrician	15
Electrician - Extra Supervision + \$750	15
Electrician - Pneumatic Work	16
Electrician - Working Foreman + \$1,000 (LEA Asbestos + \$2,500)	17
Executive Secretary to the Superintendent	15
Financial Analyst	16
Food Deliverer	2
Food Server	2
Food Service Helper	1
General School Aide	8
Glazier	14
Grounds Laborer	5
Grounds Maintenance Foreman	15
Grounds Maintenance Working Foreman	10
Guidance Aide (See Teacher Aide)	
High School Registrar	9
HVAC Systems Technician	14
Instructional Media Aide (Teacher Aide + \$1,500)	7
Intermediate Account Clerk	6
Junior Accounts Payable Clerk +\$1,000	8
Junior Purchasing Accounts Payable Clerk	8
Junior Purchasing Clerk	8

Kitchen Helper	1
Laborer	5
Language Arts Aide (See Teacher Aide)	
Learning Disability Aide (See Teacher Aide)	
Library Aide (See Teacher Aide)	
Lunchroom Manager	5
Lunchroom Manager - N.R.H.S. + \$500	5
Lunchroom Monitor (See Teacher Aide)	
Maintenance Helper	10
Maintenance Tradesworker	10
Mason	15
Master Locksmith	14
Master Plumber	16
Mechanic's Helper	10
Media Production Assistant	14
Motor Equipment Operator	8
Motor Equipment Operator - Special Assignment + \$800 (DES Inventory)	8
Painter	13
Painter - General Foreman	15
Painter - Working Foreman	14
Plumber	15
Principal Clerk	10
Principal Clerk - (Health Insurance) + \$1,000	10
Programmer/Analyst	17
Public Information Officer	15
Reading Aide (See Teacher Aide)	
Registered Professional Nurse	15
School Community Aide	8
School Security Officer	9
School Messenger	9
School Messenger - Special Assignment (District-wide inventory) + \$1,000	9
School Secretary	9
School Secretary - Elementary School + \$500	9
School Security Officer	9
Secondary School Plant Facilities Supervisor	17
Secondary School Plant Facilities Supervisor -- NRHS + \$1,000	17
Secretary for Continuing Education	10
Senior Account Clerk	9
Senior Bookkeeper	15
Senior Bookkeeper (Extra Duty) + \$1,000	15
Senior Cook	4
Senior Cook NRHS + \$800	4
Senior Kitchen Helper + \$750	2
Senior Library Clerk	7
Senior Library Typist	7
Senior Office Assistant	4
Senior Payroll Clerk	12
Senior Purchasing Clerk - Extra Responsibilities + \$2,000	11
Senior Stenographer	1

Senior Stenographer (Building Secretary) + \$500	8
Senior Typist	7
Senior Typist - Special Assignment (Registrar) + \$1,500	7
Special Education Aide (See Teacher Aide)	7
Stenographer	7
Teacher Aide (appointed prior to 1/13/81)	7
Teacher Aide (appointed subsequent to 1/13/81)	6
Telephone Operator	7

**ARTICLE 5.02 SALARY SCHEDULES
12-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 1998**

	<u>STEPS</u>								<u>GRADES</u>							
	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17
1	23,452	23,939	24,741	25,459	26,299	27,245	27,940	28,686	29,500	30,314	31,133	31,957	32,786	33,620	34,459	35,303
2	23,452	23,939	24,741	25,459	26,299	27,245	27,940	28,686	29,500	30,314	31,133	31,957	32,786	33,620	34,459	35,303
3	25,308	25,827	26,713	27,527	28,450	29,486	30,242	31,133	32,042	32,957	33,872	34,786	35,700	36,614	37,528	38,442
4	25,308	25,827	26,713	27,527	28,450	29,486	30,242	31,133	32,042	32,957	33,872	34,786	35,700	36,614	37,528	38,442
5	27,169	27,710	28,686	29,594	30,601	31,730	32,544	33,583	34,622	35,661	36,700	37,739	38,778	39,817	40,856	41,895
6	27,169	27,710	28,686	29,594	30,601	31,730	32,544	33,583	34,622	35,661	36,700	37,739	38,778	39,817	40,856	41,895
7	28,095	28,657	29,674	30,630	31,678	32,853	33,694	34,804	35,914	37,024	38,134	39,244	40,354	41,464	42,574	43,684
8	28,095	28,657	29,674	30,630	31,678	32,853	33,694	34,804	35,914	37,024	38,134	39,244	40,354	41,464	42,574	43,684
9	28,095	28,657	29,674	30,630	31,678	32,853	33,694	34,804	35,914	37,024	38,134	39,244	40,354	41,464	42,574	43,684
10	28,095	28,657	29,674	30,630	31,678	32,853	33,694	34,804	35,914	37,024	38,134	39,244	40,354	41,464	42,574	43,684
S11	29,026	29,602	30,661	31,665	32,753	33,973	34,842	36,028	37,116	38,204	39,292	40,380	41,468	42,556	43,644	44,732
S16	32,186	32,776	33,863	35,033	36,201	37,502	38,440	39,768	41,096	42,424	43,752	45,080	46,408	47,736	49,064	50,392
Increment (Night)	930	942	986	1,032	1,076	1,121	1,150	1,224	1,253	1,327	1,356	1,430	1,459	1,533	1,562	1,636
	10	11	12	13	14	15	16	17								
1	31,007	32,540	34,779	38,012	41,333	44,928	48,784	50,522	52,779	55,000	57,221	59,442	61,663	63,884	66,105	68,326
2	31,007	32,540	34,779	38,012	41,333	44,928	48,784	50,522	52,779	55,000	57,221	59,442	61,663	63,884	66,105	68,326
3	33,748	35,337	37,942	41,584	45,316	49,316	53,592	55,535	58,114	60,804	63,594	66,384	69,174	71,964	74,754	77,544
4	33,748	35,337	37,942	41,584	45,316	49,316	53,592	55,535	58,114	60,804	63,594	66,384	69,174	71,964	74,754	77,544
5	36,489	38,430	41,105	45,155	49,302	53,703	58,402	60,549	63,406	66,263	69,120	71,977	74,834	77,691	80,548	83,405
6	36,489	38,430	41,105	45,155	49,302	53,703	58,402	60,549	63,406	66,263	69,120	71,977	74,834	77,691	80,548	83,405
7	37,859	39,902	42,687	46,939	51,295	55,900	60,804	63,056	66,105	69,154	72,203	75,252	78,301	81,350	84,399	87,448
8	37,859	39,902	42,687	46,939	51,295	55,900	60,804	63,056	66,105	69,154	72,203	75,252	78,301	81,350	84,399	87,448
9	37,859	39,902	42,687	46,939	51,295	55,900	60,804	63,056	66,105	69,154	72,203	75,252	78,301	81,350	84,399	87,448
10	37,859	39,902	42,687	46,939	51,295	55,900	60,804	63,056	66,105	69,154	72,203	75,252	78,301	81,350	84,399	87,448
S11	39,228	41,376	44,268	48,728	53,288	58,091	63,210	65,564	68,818	72,072	75,326	78,580	81,834	85,088	88,342	91,596
S16	43,256	45,610	48,716	53,593	58,571	63,781	69,312	71,872	75,432	79,992	84,552	89,112	93,672	98,232	102,792	107,352
Increment (Night)	1,368	1,473	1,584	1,786	1,991	2,194	2,404	2,507	2,610	2,813	2,916	3,119	3,222	3,425	3,528	3,731

**12-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 1999**

STEPS	GRADES								
	1	2	3	4	5	6	7	8	9
1	24,331	24,837	25,669	26,414	27,285	28,267	28,988	29,762	30,822
2	24,331	24,837	25,669	26,414	27,285	28,267	28,988	29,762	30,822
3	26,257	26,796	27,715	28,559	29,517	30,592	31,376	32,300	33,488
4	26,257	26,796	27,715	28,559	29,517	30,592	31,376	32,300	33,488
5	28,188	28,749	29,762	30,704	31,749	32,920	33,764	34,842	36,155
6	28,188	28,749	29,762	30,704	31,749	32,920	33,764	34,842	36,155
7	28,188	28,749	29,762	30,704	31,749	32,920	33,764	34,842	36,155
8	29,149	29,732	30,787	31,778	32,866	34,085	34,958	36,109	37,486
S9	29,631	30,222	31,299	32,315	33,423	34,666	35,553	36,744	38,153
S10	29,631	30,222	31,299	32,315	33,423	34,666	35,553	36,744	38,153
S11	30,114	30,712	31,811	32,852	33,981	35,247	36,149	37,379	38,819
S12	30,114	30,712	31,811	32,852	33,981	35,247	36,149	37,379	38,819
S13	30,114	30,712	31,811	32,852	33,981	35,247	36,149	37,379	38,819
S14	31,754	32,359	33,472	34,600	35,770	37,078	38,016	39,319	40,818
S15	31,754	32,359	33,472	34,600	35,770	37,078	38,016	39,319	40,818
S16	33,393	34,005	35,133	36,347	37,559	38,908	39,882	41,259	42,817
Increment (Night)	965	977	1,023	1,071	1,116	1,163	1,193	1,270	1,332
	10	11	12	13	14	15	16	17	18
1	32,170	33,760	36,083	39,437	42,883	46,613	50,613	52,417	54,773
2	32,170	33,760	36,083	39,437	42,883	46,613	50,613	52,417	54,773
3	35,014	36,662	39,365	43,143	47,015	51,165	55,602	57,618	60,317
4	35,014	36,662	39,365	43,143	47,015	51,165	55,602	57,618	60,317
5	37,857	39,871	42,646	46,848	51,151	55,717	60,592	62,820	65,863
6	37,857	39,871	42,646	46,848	51,151	55,717	60,592	62,820	65,863
7	37,857	39,871	42,646	46,848	51,151	55,717	60,592	62,820	65,863
8	39,279	41,399	44,287	48,700	53,218	57,997	63,084	65,421	68,632
S9	39,989	42,163	45,108	49,627	54,252	59,133	64,332	66,722	70,017
S10	39,989	42,163	45,108	49,627	54,252	59,133	64,332	66,722	70,017
S11	40,699	42,928	45,928	50,555	55,286	60,269	65,580	68,023	71,403
S12	40,699	42,928	45,928	50,555	55,286	60,269	65,580	68,023	71,403
S13	40,699	42,928	45,928	50,555	55,286	60,269	65,580	68,023	71,403
S14	42,789	45,124	48,236	53,079	58,027	63,221	68,746	71,295	74,845
S15	42,789	45,124	48,236	53,079	58,027	63,221	68,746	71,295	74,845
S16	44,878	47,320	50,543	55,603	60,767	66,173	71,911	74,567	78,286
Increment (Night)	1,419	1,528	1,643	1,853	2,066	2,276	2,494	2,601	2,771

**12-MONTH SCHOOL RELATED PERSONNEL ON JOB
EFFECTIVE JULY 1, 2000**

STEPS	GRADES							
	1	2	3	4	5	6	7	
1	25,244	25,768	26,631	27,404	28,308	29,327	30,075	30
2	25,244	25,768	26,631	27,404	28,308	29,327	30,075	30
3	27,242	27,800	28,754	29,630	30,624	31,739	32,553	33
4	27,242	27,800	28,754	29,630	30,624	31,739	32,553	33
5	29,245	29,827	30,878	31,855	32,939	34,154	35,031	36
6	29,245	29,827	30,878	31,855	32,939	34,154	35,031	36
7	29,245	29,827	30,878	31,855	32,939	34,154	35,031	36
8	29,245	29,827	30,878	31,855	32,939	34,154	35,031	36
S9	30,742	31,355	32,473	33,527	34,676	36,966	36,886	38
S10	30,742	31,355	32,473	33,527	34,676	36,966	36,886	38
S11	31,243	31,864	33,004	34,084	35,255	36,569	37,504	38
S12	31,243	31,864	33,004	34,084	35,255	36,569	37,504	38
S13	31,243	31,864	33,004	34,084	35,255	36,569	37,504	38
S14	32,945	33,572	34,727	35,898	37,111	38,468	39,442	40
S15	32,945	33,572	34,727	35,898	37,111	38,468	39,442	40
S16	34,645	35,280	36,450	37,710	38,967	40,367	41,377	42
Increment (Night)	1,001	1,014	1,061	1,111	1,158	1,207	1,238	1
	10	11	12	13	14	15	16	
1	33,376	35,026	37,436	40,916	44,491	48,361	52,511	54
2	33,376	35,026	37,436	40,916	44,491	48,361	52,511	54
3	36,327	38,037	40,841	44,761	48,778	53,084	57,687	59
4	36,327	38,037	40,841	44,761	48,778	53,084	57,687	59
5	39,277	41,366	44,246	48,605	53,069	57,806	62,864	65
6	39,277	41,366	44,246	48,605	53,069	57,806	62,864	65
7	39,277	41,366	44,246	48,605	53,069	57,806	62,864	65
8	39,277	41,366	44,246	48,605	53,069	57,806	62,864	65
S9	41,489	43,744	46,800	51,488	56,286	61,350	66,744	69
S10	41,489	43,744	46,800	51,488	56,286	61,350	66,744	69
S11	42,255	44,538	47,650	52,451	57,360	62,530	68,039	70
S12	42,255	44,538	47,650	52,451	57,360	62,530	68,039	70
S13	42,255	44,538	47,650	52,451	57,360	62,530	68,039	70
S14	44,394	46,816	50,045	55,069	60,203	65,592	71,324	73
S15	44,394	46,816	50,045	55,069	60,203	65,592	71,324	73
S16	46,561	49,095	52,438	57,688	63,046	68,654	74,608	77
Increment (Night)	1,472	1,585	1,705	1,922	2,143	2,361	2,588	2,6

**10-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 1998**

STEPS	GRADES								
	1	2	3	4	5	6	7	8	9
1	19,543	19,945	20,615	21,214	21,916	22,706	23,282	23,904	24,756
2	19,543	19,945	20,615	21,214	21,916	22,706	23,282	23,904	24,756
3	21,092	21,521	22,261	22,939	23,708	24,570	25,199	25,943	26,899
4	21,092	21,521	22,261	22,939	23,708	24,570	25,199	25,943	26,899
5	22,642	23,090	23,902	24,660	25,499	26,439	27,117	27,984	29,039
6	22,642	23,090	23,902	24,660	25,499	26,439	27,117	27,984	29,039
7	23,416	23,875	24,723	25,524	26,396	27,375	28,076	29,003	30,109
8	23,416	23,875	24,723	25,524	26,396	27,375	28,076	29,003	30,109
9	23,416	23,875	24,723	25,524	26,396	27,375	28,076	29,003	30,109
10	23,416	23,875	24,723	25,524	26,396	27,375	28,076	29,003	30,109
S11	24,154	24,660	25,547	26,387	27,293	28,309	29,033	30,020	31,179
S16	26,822	27,315	28,270	29,191	30,166	31,252	32,032	33,139	34,316
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
1	25,838	27,117	28,982	31,677	34,441	37,437	40,651	42,103	43,995
2	25,838	27,117	28,982	31,677	34,441	37,437	40,651	42,103	43,995
3	28,131	29,571	31,616	34,651	37,764	41,098	44,659	46,279	48,448
4	28,131	29,571	31,616	34,651	37,764	41,098	44,659	46,279	48,448
5	30,403	32,025	34,252	37,626	41,081	44,751	48,668	50,455	52,900
6	30,403	32,025	34,252	37,626	41,081	44,751	48,668	50,455	52,900
7	31,545	33,252	35,571	39,114	42,741	46,580	50,673	52,544	55,128
8	31,545	33,252	35,571	39,114	42,741	46,580	50,673	52,544	55,128
9	31,545	33,252	35,571	39,114	42,741	46,580	50,673	52,544	55,128
10	31,545	33,252	35,571	39,114	42,741	46,580	50,673	52,544	55,128
S11	32,712	34,480	36,887	40,601	44,404	48,407	52,676	54,635	57,355
S16	36,046	38,006	40,598	44,661	48,807	53,149	57,758	59,892	62,878

**10-MONTH SCHOOL RELATED PERSONNEL ON JOB GR
EFFECTIVE JULY 1, 1999**

STEPS	GRADES							
	1	2	3	4	5	6	7	8
1	20,276	20,693	21,388	22,010	22,738	23,557	24,155	24,800
2	20,276	20,693	21,388	22,010	22,738	23,557	24,155	24,800
3	21,883	22,328	23,096	23,799	24,597	25,491	26,144	26,916
4	21,883	22,328	23,096	23,799	24,597	25,491	26,144	26,916
5	23,491	23,956	24,798	25,585	26,455	27,430	28,134	29,033
6	23,491	23,956	24,798	25,585	26,455	27,430	28,134	29,033
7	23,491	23,956	24,798	25,585	26,455	27,430	28,134	29,033
8	24,294	24,770	25,650	26,481	27,386	28,402	29,129	30,091
S9	24,677	25,178	26,078	26,929	27,851	28,886	29,625	30,618
S10	24,677	25,178	26,078	26,929	27,851	28,886	29,625	30,618
S11	25,060	25,585	26,505	27,377	28,316	29,371	30,122	31,146
S12	25,060	25,585	26,505	27,377	28,316	29,371	30,122	31,146
S13	25,060	25,585	26,505	27,377	28,316	29,371	30,122	31,146
S14	26,444	26,962	27,918	28,832	29,807	30,898	31,678	32,764
S15	26,444	26,962	27,918	28,832	29,807	30,898	31,678	32,764
S16	27,828	28,339	29,330	30,286	31,297	32,424	33,233	34,382
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
1	26,807	28,134	30,069	32,865	35,733	38,841	42,175	43,682
2	26,807	28,134	30,069	32,865	35,733	38,841	42,175	43,682
3	29,186	30,680	32,802	35,950	39,180	42,639	46,334	48,014
4	29,186	30,680	32,802	35,950	39,180	42,639	46,334	48,014
5	31,543	33,226	35,536	39,037	42,622	46,429	50,493	52,347
6	31,543	33,226	35,536	39,037	42,622	46,429	50,493	52,347
7	31,543	33,226	35,536	39,037	42,622	46,429	50,493	52,347
8	32,728	34,499	36,905	40,581	44,344	48,327	52,573	54,514
S9	33,333	35,137	37,587	41,353	45,208	49,274	53,612	55,600
S10	33,333	35,137	37,587	41,353	45,208	49,274	53,612	55,600
S11	33,939	35,773	38,270	42,124	46,069	50,222	54,651	56,684
S12	33,939	35,773	38,270	42,124	46,069	50,222	54,651	56,684
S13	33,939	35,773	38,270	42,124	46,069	50,222	54,651	56,684
S14	35,669	37,602	40,195	44,230	48,353	52,682	57,288	59,411
S15	35,669	37,602	40,195	44,230	48,353	52,682	57,288	59,411
S16	37,398	39,431	42,120	46,336	50,637	55,142	59,924	62,138

**10-MONTH SCHOOL RELATED PERSONNEL ON JOB GRADE
EFFECTIVE JULY 1, 2000**

STEPS	GRADES								
	1	2	3	4	5	6	7	8	9
1	21,036	21,469	22,190	22,835	23,591	24,441	25,061	25,730	25,648
2	21,036	21,469	22,190	22,835	23,591	24,441	25,061	25,730	25,648
3	22,704	23,165	23,962	24,692	25,519	26,447	27,124	27,925	28,954
4	22,704	23,165	23,962	24,692	25,519	26,447	27,124	27,925	28,954
5	24,372	24,854	25,728	26,544	27,447	28,459	29,189	30,122	31,258
6	24,372	24,854	25,728	26,544	27,447	28,459	29,189	30,122	31,258
7	24,372	24,854	25,728	26,544	27,447	28,459	29,189	30,122	31,258
8	24,372	24,854	25,728	26,544	27,447	28,459	29,189	30,122	31,258
S9	25,602	26,122	27,056	27,939	28,895	29,969	30,736	31,766	32,985
S10	25,602	26,122	27,056	27,939	28,895	29,969	30,736	31,766	32,985
S11	26,000	26,544	27,499	28,403	29,378	30,472	31,251	32,314	33,561
S12	26,000	26,544	27,499	28,403	29,378	30,472	31,251	32,314	33,561
S13	26,000	26,544	27,499	28,403	29,378	30,472	31,251	32,314	33,561
S14	27,435	27,973	28,965	29,913	30,925	32,056	32,866	33,992	35,250
S15	27,435	27,973	28,965	29,913	30,925	32,056	32,866	33,992	35,250
S16	28,871	29,402	30,430	31,421	32,471	33,640	34,479	35,671	36,938
	10	11	12	13	14	15	16	17	18
1	27,812	29,189	31,196	34,097	37,073	40,297	43,757	45,320	47,356
2	27,812	29,189	31,196	34,097	37,073	40,297	43,757	45,320	47,356
3	30,280	31,830	34,032	37,299	40,649	44,238	48,071	49,815	52,150
4	30,280	31,830	34,032	37,299	40,649	44,238	48,071	49,815	52,150
5	32,726	34,472	36,869	40,501	44,220	48,170	52,387	54,310	56,942
6	32,726	34,472	36,869	40,501	44,220	48,170	52,387	54,310	56,942
7	32,726	34,472	36,869	40,501	44,220	48,170	52,387	54,310	56,942
8	32,726	34,472	36,869	40,501	44,220	48,170	52,387	54,310	56,942
S9	34,583	36,455	38,997	42,904	46,903	51,122	55,622	57,685	60,539
S10	34,583	36,455	38,997	42,904	46,903	51,122	55,622	57,685	60,539
S11	35,211	37,114	39,705	43,703	47,797	52,106	56,701	58,809	61,737
S12	35,211	37,114	39,705	43,703	47,797	52,106	56,701	58,809	61,737
S13	35,211	37,114	39,705	43,703	47,797	52,106	56,701	58,809	61,737
S14	37,006	39,012	41,703	45,888	50,166	54,658	59,437	61,639	64,710
S15	37,006	39,012	41,703	45,888	50,166	54,658	59,437	61,639	64,710
S16	38,800	40,910	43,700	48,073	52,536	57,210	62,171	64,468	67,682

**12-MONTH SCHOOL RELATED PERSONNEL - HOURLY RATE
EFFECTIVE JULY 1, 1998**

STEPS	GRADES							
	1	2	3	4	5	6	7	8
1	11.28	11.51	11.89	12.24	12.64	13.10	13.43	13.79
2	11.28	11.51	11.89	12.24	12.64	13.10	13.43	13.79
3	12.17	12.42	12.84	13.23	13.68	14.18	14.54	14.97
4	12.17	12.42	12.84	13.23	13.68	14.18	14.54	14.97
5	13.06	13.32	13.79	14.23	14.71	15.25	15.65	16.15
6	13.06	13.32	13.79	14.23	14.71	15.25	15.65	16.15
7	13.51	13.78	14.27	14.73	15.23	15.79	16.20	16.73
8	13.51	13.78	14.27	14.73	15.23	15.79	16.20	16.73
9	13.51	13.78	14.27	14.73	15.23	15.79	16.20	16.73
10	13.51	13.78	14.27	14.73	15.23	15.79	16.20	16.73
S11	13.95	14.23	14.74	15.22	15.75	16.33	16.75	17.32
S16	15.47	15.76	16.28	16.84	17.40	18.03	18.48	19.12
	10	11	12	13	14	15	16	17
1	14.91	15.64	16.72	18.28	19.87	21.60	23.45	24.29
2	14.91	15.64	16.72	18.28	19.87	21.60	23.45	24.29
3	16.23	16.99	18.24	19.99	21.79	23.71	25.77	26.70
4	16.23	16.99	18.24	19.99	21.79	23.71	25.77	26.70
5	17.54	18.48	19.76	21.71	23.70	25.82	28.08	29.11
6	17.54	18.48	19.76	21.71	23.70	25.82	28.08	29.11
7	18.20	19.18	20.52	22.57	24.66	26.88	29.23	30.32
8	18.20	19.18	20.52	22.57	24.66	26.88	29.23	30.32
9	18.20	19.18	20.52	22.57	24.66	26.88	29.23	30.32
10	18.20	19.18	20.52	22.57	24.66	26.88	29.23	30.32
S11	18.86	19.89	21.28	23.43	25.62	27.93	30.39	31.52
S16	20.80	21.93	23.42	25.77	28.16	30.66	33.32	34.55

12-MONTH SCHOOL RELATED PERSONNEL - HOURLY RATE
EFFECTIVE JULY 1, 1999

STEPS	GRADES																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	11.70	11.94	12.34	12.70	13.12	13.59	13.94	14.31	14.82	15.29	15.79	16.07	16.67	17.09	17.67	18.34	18.90	19.62
2	11.70	11.94	12.34	12.70	13.12	13.59	13.94	14.31	14.82	15.29	15.79	16.07	16.67	17.09	17.67	18.34	18.90	19.62
3	12.62	12.88	13.32	13.73	14.19	14.71	15.08	15.53	16.10	16.67	17.19	17.71	18.23	18.75	19.27	19.79	20.31	20.83
4	12.62	12.88	13.32	13.73	14.19	14.71	15.08	15.53	16.10	16.67	17.19	17.71	18.23	18.75	19.27	19.79	20.31	20.83
5	13.55	13.82	14.31	14.76	15.26	15.83	16.23	16.75	17.38	17.90	18.42	18.94	19.46	19.98	20.50	21.02	21.54	22.06
6	13.55	13.82	14.31	14.76	15.26	15.83	16.23	16.75	17.38	17.90	18.42	18.94	19.46	19.98	20.50	21.02	21.54	22.06
7	13.55	13.82	14.31	14.76	15.26	15.83	16.23	16.75	17.38	17.90	18.42	18.94	19.46	19.98	20.50	21.02	21.54	22.06
8	14.01	14.29	14.80	15.28	15.80	16.39	16.81	17.36	18.02	18.54	19.09	19.61	20.16	20.68	21.23	21.75	22.27	22.79
9	14.25	14.53	15.05	15.54	16.07	16.67	17.09	17.67	18.34	18.90	19.46	20.02	20.54	21.09	21.61	22.16	22.68	23.20
10	14.25	14.53	15.05	15.54	16.07	16.67	17.09	17.67	18.34	18.90	19.46	20.02	20.54	21.09	21.61	22.16	22.68	23.20
11	14.48	14.77	15.29	15.79	16.34	16.95	17.38	17.97	18.66	19.18	19.71	20.24	20.77	21.30	21.83	22.36	22.89	23.42
12	14.48	14.77	15.29	15.79	16.34	16.95	17.38	17.97	18.66	19.18	19.71	20.24	20.77	21.30	21.83	22.36	22.89	23.42
13	14.48	14.77	15.29	15.79	16.34	16.95	17.38	17.97	18.66	19.18	19.71	20.24	20.77	21.30	21.83	22.36	22.89	23.42
14	15.27	15.56	16.09	16.63	17.20	17.83	18.28	18.90	19.62	20.14	20.69	21.24	21.79	22.34	22.89	23.44	23.99	24.54
15	15.27	15.56	16.09	16.63	17.20	17.83	18.28	18.90	19.62	20.14	20.69	21.24	21.79	22.34	22.89	23.44	23.99	24.54
16	16.05	16.35	16.89	17.47	18.06	18.71	19.17	19.84	20.58	21.12	21.67	22.22	22.77	23.32	23.87	24.42	24.97	25.52

STEPS	GRADES																	
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
1	15.47	16.23	17.35	18.96	20.62	22.41	24.33	25.20	26.33	27.46	28.59	29.72	30.85	31.98	33.11	34.24	35.37	36.50
2	15.47	16.23	17.35	18.96	20.62	22.41	24.33	25.20	26.33	27.46	28.59	29.72	30.85	31.98	33.11	34.24	35.37	36.50
3	16.83	17.63	18.93	20.74	22.60	24.60	26.73	27.70	29.00	30.29	31.58	32.87	34.16	35.45	36.74	38.03	39.32	40.61
4	16.83	17.63	18.93	20.74	22.60	24.60	26.73	27.70	29.00	30.29	31.58	32.87	34.16	35.45	36.74	38.03	39.32	40.61
5	18.20	19.17	20.50	22.52	24.59	26.79	29.13	30.20	31.66	33.12	34.58	36.04	37.50	38.96	40.42	41.88	43.34	44.80
6	18.20	19.17	20.50	22.52	24.59	26.79	29.13	30.20	31.66	33.12	34.58	36.04	37.50	38.96	40.42	41.88	43.34	44.80
7	18.20	19.17	20.50	22.52	24.59	26.79	29.13	30.20	31.66	33.12	34.58	36.04	37.50	38.96	40.42	41.88	43.34	44.80
8	18.88	19.90	21.29	23.41	25.59	27.88	30.33	31.45	33.00	34.55	36.10	37.65	39.20	40.75	42.30	43.85	45.40	46.95
9	19.23	20.27	21.69	23.86	26.08	28.43	30.93	32.08	33.66	35.21	36.76	38.31	39.86	41.41	42.96	44.51	46.06	47.61
10	19.23	20.27	21.69	23.86	26.08	28.43	30.93	32.08	33.66	35.21	36.76	38.31	39.86	41.41	42.96	44.51	46.06	47.61
11	19.57	20.64	22.08	24.31	26.58	28.98	31.53	32.70	34.33	35.96	37.59	39.22	40.85	42.48	44.11	45.74	47.37	49.00
12	19.57	20.64	22.08	24.31	26.58	28.98	31.53	32.70	34.33	35.96	37.59	39.22	40.85	42.48	44.11	45.74	47.37	49.00
13	19.57	20.64	22.08	24.31	26.58	28.98	31.53	32.70	34.33	35.96	37.59	39.22	40.85	42.48	44.11	45.74	47.37	49.00
14	20.57	21.69	23.19	25.52	27.90	30.39	33.05	34.28	35.98	37.61	39.24	40.87	42.50	44.13	45.76	47.39	49.02	50.65
15	20.57	21.69	23.19	25.52	27.90	30.39	33.05	34.28	35.98	37.61	39.24	40.87	42.50	44.13	45.76	47.39	49.02	50.65
16	21.58	22.75	24.30	26.73	29.22	31.81	34.57	35.85	37.64	39.37	41.10	42.83	44.56	46.29	48.02	49.75	51.48	53.21

12-MONTH SCHOOL RELATED PERSONNEL - HOURLY RATE
EFFECTIVE JULY 1, 2000

STEPS	GRADES																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	12.14	12.39	12.80	13.18	13.61	14.10	14.46	14.85	15.37	15.84	16.31	16.78	17.25	17.72	18.19	18.66	19.13	19.60
2	12.14	12.39	12.80	13.18	13.61	14.10	14.46	14.85	15.37	15.84	16.31	16.78	17.25	17.72	18.19	18.66	19.13	19.60
3	13.10	13.37	13.82	14.25	14.72	15.26	15.65	16.11	16.70	17.17	17.64	18.11	18.58	19.05	19.52	19.99	20.46	20.93
4	13.10	13.37	13.82	14.25	14.72	15.26	15.65	16.11	16.70	17.17	17.64	18.11	18.58	19.05	19.52	19.99	20.46	20.93
5	14.06	14.34	14.85	15.31	15.84	16.42	16.84	17.38	18.03	18.54	19.09	19.61	20.16	20.68	21.23	21.75	22.27	22.79
6	14.06	14.34	14.85	15.31	15.84	16.42	16.84	17.38	18.03	18.54	19.09	19.61	20.16	20.68	21.23	21.75	22.27	22.79
7	14.06	14.34	14.85	15.31	15.84	16.42	16.84	17.38	18.03	18.54	19.09	19.61	20.16	20.68	21.23	21.75	22.27	22.79
8	14.06	14.34	14.85	15.31	15.84	16.42	16.84	17.38	18.03	18.54	19.09	19.61	20.16	20.68	21.23	21.75	22.27	22.79
9	14.78	15.07	15.61	16.12	16.67	17.29	17.73	18.33	19.03	19.54	20.09	20.61	21.16	21.68	22.23	22.75	23.27	23.79
10	14.78	15.07	15.61	16.12	16.67	17.29	17.73	18.33	19.03	19.54	20.09	20.61	21.16	21.68	22.23	22.75	23.27	23.79
11	15.02	15.32	15.87	16.39	16.95	17.58	18.03	18.64	19.36	19.81	20.36	20.81	21.36	21.91	22.46	23.01	23.56	24.11
12	15.02	15.32	15.87	16.39	16.95	17.58	18.03	18.64	19.36	19.81	20.36	20.81	21.36	21.91	22.46	23.01	23.56	24.11
13	15.02	15.32	15.87	16.39	16.95	17.58	18.03	18.64	19.36	19.81	20.36	20.81	21.36	21.91	22.46	23.01	23.56	24.11
14	15.84	16.14	16.70	17.26	17.84	18.49	18.96	19.61	20.36	20.81	21.36	21.91	22.46	23.01	23.56	24.11	24.66	25.21
15	15.84	16.14	16.70	17.26	17.84	18.49	18.96	19.61	20.36	20.81	21.36	21.91	22.46	23.01	23.56	24.11	24.66	25.21
16	16.66	16.96	17.52	18.13	18.73	19.41	19.89	20.58	21.36	22.04	22.72	23.40	24.08	24.76	25.44	26.12	26.80	27.48

STEPS	GRADES																	
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
1	16.05	16.84	18.00	19.67	21.39	23.25	25.25	26.15	27.32	28.49	29.66	30.83	32.00	33.17	34.34	35.51	36.68	37.85
2	16.05	16.84	18.00	19.67	21.39	23.25	25.25	26.15	27.32	28.49	29.66	30.83	32.00	33.17	34.34	35.51	36.68	37.85
3	17.46	18.29	19.64	21.52	23.45	25.52	27.73	28.74	30.09	31.44	32.79	34.14	35.49	36.84	38.19	39.54	40.89	42.24
4	17.46	18.29	19.64	21.52	23.45	25.52	27.73	28.74	30.09	31.44	32.79	34.14	35.49	36.84	38.19	39.54	40.89	42.24
5	18.88	19.89	21.27	23.37	25.51	27.79	30.22	31.33	32.85	34.37	35.89	37.41	38.93	40.45	41.97	43.49	45.01	46.53
6	18.88	19.89	21.27	23.37	25.51	27.79	30.22	31.33	32.85	34.37	35.89	37.41	38.93	40.45	41.97	43.49	45.01	46.53
7	18.88	19.89	21.27	23.37	25.51	27.79	30.22	31.33	32.85	34.37	35.89	37.41	38.93	40.45	41.97	43.49	45.01	46.53
8	18.88	19.89	21.27	23.37	25.51	27.79	30.22	31.33	32.85	34.37	35.89	37.41	38.93	40.45	41.97	43.49	45.01	46.53
9	19.95	21.03	22.50	24.75	27.06	29.50	32.09	33.28	34.92	36.56	38.20	39.84	41.48	43.12	44.76	46.40	48.04	49.68
10	19.95	21.03	22.50	24.75	27.06	29.50	32.09	33.28	34.92	36.56	38.20	39.84	41.48	43.12	44.76	46.40	48.04	49.68
11	20.30	21.41	22.91	25.22	27.58	30.06	32.71	33.93	35.62	37.31	39.00	40.69	42.38	44.07	45.76	47.45	49.14	50.83
12	20.30	21.41	22.91	25.22	27.58	30.0												

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

01 Salary Placement

A. General

All employees serving on a permanent, probationary, provisional or temporary basis on an annual salary rate as of 6/30/98 on Job Grade, and who continue to serve under such appointment on 7/1/98 shall be placed on the step of the new schedules established herein that they would have been placed on schedules in effect on 6/30/98 had such schedules remained in effect.

B. Increase in Job Grade and/or Promotion

When a position is reclassified or upgraded to a higher title or an employee is promoted to a higher titled position, the employee shall be placed on the same step of the higher grade or to the nearest step to his/her present step placement without exceeding an increased salary cap of \$2,250. Said employee shall be entitled to the same number of service (longevity) increments on the scale of the new title that he/she was receiving prior to the reallocation to the higher job grade.

C. Reassignment to Lower Job Position

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

D. Future Promotions

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

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

E. Prior Service Credit

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

F. Date of Appointment

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

G. Application for Change in Job Grade

The District and the FUSE have agreed to written procedures and forms for applications for change in job grade. See Appendix 2.

:02 Special Salary Rates

- A. Laborers and Motor Equipment operators shall receive an additional \$3.50 per hour when employed as substitutes in a higher job grade.
- B. Secretary for Continuing Education - Part-Time - shall be paid at 1/4 of the salary rate of the appropriate step.
- C. Night Crew - Extra Pay - School Related Personnel assigned to the night crew whose normal working day extends beyond 8:00 p.m. shall receive an amount equal to two (2) increments over and above the appropriate existing schedule. Further, that where such employee is permanently assigned to a day crew whose normal working day does not fall within the limitations noted above, such employee shall thereupon receive the salary specified in the appropriate existing schedule.
- D. Hourly Employees - employees engaged to serve on a hourly basis, other than those enumerated elsewhere, shall receive 1/2080 of the beginning salary of the position for which they have been hired for each hour so employed, unless

Assistant Superintendent for Business and Administration shall certify to the Superintendent of Schools that it is impracticable to recruit for the position at the minimum rate. The Superintendent of Schools may then authorize recruitment above the minimum of the salary schedule for such position. An hourly employee assigned to lunchroom supervision in an elementary school is guaranteed a minimum of two (2) hours per day of employment on days when school lunch period is in session.

- E. Ten-Month Employees - an employee engaged on a ten-month basis shall receive 5/6 of the twelve-month salary rate to the nearest dollar.
- F. Part-Time Employees shall receive the pro-rata portion of the appropriate salary rate for part-time hours worked per day.
- G. Regularly employed Food Servers who have been employed on an hourly basis of four (4) hours or more at an hourly rate for three (3) continuous years or more as of June 30th shall, at the September 1st immediately following have their salary annualized based upon placement on Step One, Grade One, and shall receive five-sixths (5/6) of the twelve-month annual salary rate to the nearest dollar.
- H. All cafeteria employees who work four (4) hours or more daily, on a continuous basis, shall receive the benefits of the Welfare Fund.
- I. Any employee required to substitute in a higher job grade shall, after two (2) consecutive pay periods, be compensated at the rate applicable to the higher grade retroactive to the time of assumption of said position.
- J. Teacher Aides substitutes shall be paid at per diem rate of \$45.

:03 **Service (Longevity) Increments**

A. 1998-1999 School Year

School Related Personnel shall be entitled to service increments starting in the eleventh and sixteenth years of continuous service in the District, as shown by Steps S11 and S16 of the 1998-1999 salary schedules. These increments shall be effective on July 1st for twelve-month employees and September 1st for ten-month employees following the completion of the required number of years of continuous service. Credit shall not be given for years in which leaves of absence without pay are granted in excess of three (3) months duration. However, leaves of absence without pay are not to be considered a break in continuity of employment. Longevity payments shall be annualized for the entire fiscal year in which a longevity increment becomes due, as per salary schedule.

B. Effective July 1, 1999

School Related Personnel shall be entitled to service increments starting in the ninth year of continuous service in the District, as shown by Steps S9 of the 1999-2000 salary schedules and thereafter. These increments shall be effective on July 1st for twelve-month employees and September 1st for ten-month employees following the completion of the required number of years of continuous service. Credit shall not be given for years in which leaves of absence without pay are granted in excess of three (3) months duration. However, leaves of absence without pay are not to be considered a break in continuity of employment. Longevity payments shall be annualized for the entire fiscal year in which a longevity increment becomes due, as per salary schedule.

:04 **Educational Incentives**

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

The training program will consist of the following procedures:

- 1) Compensation earned by an employee in this program will be based on the employee's salary on a continuing basis.
- 2) Incentive courses will be in-service and/or courses at an accredited educational institution.
- 3) All course work must have prior written approval by the Superintendent of Schools (or designee). This approval will not be unreasonable.
- 4) All employees successfully completing their fifteen (15) credit hours of District sponsored in-service courses shall earn one (1) credit hour.
- 5) All employees successfully completing courses sponsored by an accredited educational institution shall earn the credit designee of that institution.
- 6) Employees shall be compensated at a rate of fifty (\$50) dollars for every five (5) credits earned. Compensation shall be granted in increments of five (5) credits only in accordance with 7 and 8 below.
- 7) Payments will be granted for no more than fifteen (15) credits per school year.

- 8) A maximum of one hundred fifty (\$150) dollars for each school year shall be payable as follows:

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

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

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

:05 Payment to General School Aides

Payment to General School Aides for athletic events shall be as follows:

\$ 50.00 per event	(Monday-Friday)
\$ 75.00 per event	(Saturday)
\$100.00 per event	(Double Event)

ARTICLE 5.04 PAYMENT UPON COMMENCEMENT OR TERMINATION OF EMPLOYMENT

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

ARTICLE 5.05 DEDUCTION FOR ABSENCE

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

ARTICLE 5.06 FOOD SERVICE

- :01 At the School District's option, management and central buying for the school food program may be furnished directly by the School District or through an independent contractor; *provided, however*, that all personnel involved in the school lunch program other than personnel responsible for management and buying shall be School District employees.
- :02 Food service employees involved only in the service (as opposed to the preparation of food) shall be employed under the title "Food Server" at the hourly rate of \$9.19 in the 1998-1999 school year, at the hourly rate of \$9.19 in the 1999-2000 school year, and at the hourly rate of \$9.53 in the 2000-2001 school year. There shall be no step increase for the Food Server job classification.
- :03 Drivers employed to transport food from one school to another will be employed under the title "Food Deliverer" at Grade 2 of the hourly rate for School Related Employees as provided by this Agreement.
- :04 Those Food Servers who were employed by the School District prior to September 1, 1987 will continue to receive the benefits which they have heretofore received as long as they remain employed by the School District, whether or not their health insurance service are hereafter reduced.

ARTICLE 5.07 PART-TIME REGISTERED PROFESSIONAL NURSES

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

* * *

This Agreement shall be in effect for the period July 1, 1998 through June 30, 1999.

FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NEW ROCHELLE

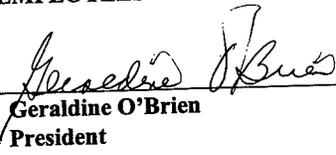

Linda E. Kelly

Superintendent of Schools



Jeffrey A. Kehl
Chief Negotiator

**FOR THE NEW ROCHELLE FEDERATION OF UNITED
SCHOOL EMPLOYEES**



Geraldine O'Brien
President



Ted Ackerman
Chief Negotiator

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