

AGREEMENT

BY AND BETWEEN

THE DOBBS FERRY SCHOOL DISTRICT

AND

THE DOBBS FERRY UNITED TEACHERS

JULY 1, 2024 - JUNE 30, 2027

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AGREEMENT

This is an agreement between the Dobbs Ferry United Teachers (hereinafter referred to as the “DFUT”) and the Board of Education of the Dobbs Ferry Union Free School District, Westchester County, New York (hereinafter referred to as the “Board”), collectively, “the parties”.

ARTICLE I RECOGNITION

A. Unchallenged Representation Status.

1. The Board has recognized the DFUT as exclusive collective negotiation representative of the employees in a negotiating unit consisting of all full-time and part-time persons on the teacher's salary schedule, who shall be referred to in this document as teachers. This term includes, but is not limited to, teachers, teachers when serving as coordinators, team leaders, Instructional Support Services, school counselors, librarians, psychologists, occupational therapists, social workers, speech and language pathologists, CSE/CPSE chairpersons, behavior specialist, and nurses employed by the Board, excluding, however, from representation by the DFUT all administrative and supervisory personnel, and all other employees, the major part of whose duties are of a supervisory nature. The parties agree to extend unchallenged representation status for the maximum period authorized by law.
2. Administrative and supervisory personnel as referred to above shall include but not be limited to the following: Deputy Superintendent, Assistant Superintendent, School Business Administrator, Director of Special Education, Assistant Director of Special Education, Athletic Director, Building Principals, Assistant Principals, Director of Buildings and Grounds, Director of Technology, Director of Instructional Technology, Administrative Deans, and Supervisor of Student Support Services. In addition, Item (1) above shall be interpreted to include all teachers employed by the District, whether or not their assignment and compensation is full-time or a fraction thereof.

ARTICLE II ASSOCIATION RIGHTS

A. New Teachers

1. By August 1 of each school year, names, addresses and telephone numbers of new teachers hired prior to that time will be made available to DFUT. For teachers hired subsequently, the DFUT shall be notified within ten (10) days after their appointment.
2. The DFUT shall be placed on the agenda during meetings for the new teacher orientation program.

B. Dues Deduction

1. The Board agrees to membership dues deduction from the salary of any member of the bargaining unit if authorized by the teacher in writing. The amount to be deducted will be a uniform amount per month or per pay period; teachers must submit the proper form to the District Business Office by the first of the month in which deductions are to start. The Superintendent will be advised of the uniform monthly deduction by the DFUT treasurer by September 1st. At the end of each pay period, the District Business Office will remit to

the DFUT treasurer the lump sum collected. Upon receipt of these monies by the DFUT treasurer, the Board's responsibility regarding these funds ceases.

2. Teachers who wish to discontinue dues deductions previously authorized must notify both the Superintendent and the DFUT in writing of such change by September 1 of any given year. If a teacher makes a request to discontinue dues deductions during the year, the teacher shall give thirty (30) days' notice.

C. Release Time for DFUT Officers

1. When it is necessary for the President of the DFUT or the President's designated representative to engage in DFUT activities within the District, and if such activities relate directly to the DFUT duty as bargaining representatives of the teachers and cannot be performed other than during school hours, the Superintendent or the Superintendent's designated representative may award such time, without loss of pay, as is necessary to perform such activities.
2. The President of the DFUT shall be freed from non-teaching duties such as study hall, busy duty, etc. The President of the DFUT shall have one less teaching period than the normal number. A reasonable amount of free time shall be available to the President of the DFUT without loss of pay subject to voluntary coverage without compensation of the class by a competent staff member. Effective commencing with the 2021-2022 school year, the DFUT President shall be freed from non-teaching duties and provided with a daily period of release time substantially equivalent in length to the period length in use at the High School on that day, not to exceed fifty (50) minutes.

D. Other Association Rights

1. The DFUT will have the right to use, without cost, school buildings for meetings after class hours on days during which school is regularly in session and subject to prior clearance with the Superintendent.
2. The DFUT shall have the right to make announcements at the conclusion of faculty meetings.
3. The DFUT shall be allowed use of one specially designated bulletin board in each building for the display of proper and legitimate business of the DFUT.
4. The DFUT may have a telephone or telephones installed and maintained at its own expense at the location it chooses, provided said locations are approved by the Superintendent.
5. The DFUT may use teacher mailboxes for communication with staff members, however, use of the District's mail service is prohibited.

6. The principal of each building and DFUT representatives shall meet monthly at a mutually convenient and unassigned time.

ARTICLE III RIGHTS OF THE BOARD OF EDUCATION

1. Both parties recognize that the Board has, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Dobbs Ferry Union Free School District, in all aspects authorized by statute. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of this agreement.
2. This agreement shall be limited to relations between the Board and the members of the professional staff represented by the DFUT.

ARTICLE IV NO DISCRIMINATION, TEACHER RECRUITMENT, DEVELOPMENT AND PROMOTION

A. No Discrimination

There shall be no discrimination in the hiring of teachers or in their assignment, promotion, transfer or discipline because of race, creed, color, religion, national origin, employee organization, sex, age, marital status, disability or sexual orientation.

B. Teacher Recruitment

1. When an offer of employment is made, the candidate will be informed concerning placement on the salary schedule in accordance with qualifications and duties.
2. The Superintendent shall notify the staff of all vacancies including administrative or supervisory positions at the same time other recruitment agencies are notified. In filing such vacancies, due consideration shall be given to DFUT members employed in the District.

C. Teacher Orientation

New staff members shall be required to participate in an orientation and support program without additional compensation. This program includes two (2) full days before the first day of employment, including July or August and up to four (4) meetings held after school during the initial school year to be scheduled at the discretion of the District. Teachers employed after the start of school will also be required to participate in a similar program without additional compensation to be scheduled at the discretion of the school district.

D. Teacher Development

1. A committee of administrators and staff shall be established by the Superintendent to recommend in-service training courses within the District and to keep staff aware of other in-service offerings in the surrounding area. Final approval regarding the establishment of courses and salary credit allowance(s) shall remain with the Board of Education.
2. During the period of probationary employment, the Principal or supervisor may request that a teacher devote time to observe classes conducted by more experienced teachers and/or to consult others familiar with classroom problems.
3. A teacher who receives an unsatisfactory end-of-year evaluation may be directed by the Superintendent to take an in-service or graduate course, at the District's expense, for the purpose of improving an identified area of knowledge and/or practice. The course may occur after regular school hours. The teacher shall not be entitled to additional compensation for attending this course. If in the following year, the teacher receives a satisfactory end-of-year evaluation, the course may be counted toward a future column move.
4. Teachers hired after July 1, 2004, and who are mandated by Commissioner's regulations, will participate in in-service programs required to fulfill the state requirement of one hundred (100) hours of Continuing Teacher and Leader Education (CTLE) over five years, as prescribed by the District. Faculty meetings, Superintendent Conference Days, graduate study and conferences may be counted as part of the requirement, at the District's discretion. There will be no additional compensation for these programs. All teachers mandated by Commissioner's regulations will register with the Department of Education every five (5) years and will maintain a "Registered-Active" status with the Office of Teaching Initiatives.

E. Interviewing

If available, the Executive Board or a designated representative of the DFUT will be afforded the opportunity to interview finalist candidates for administrative positions and make recommendations to the Superintendent of Schools. If available, teachers will be invited to participate in interviews for teaching positions and make recommendations in accordance with District procedures.

ARTICLE V TEACHERS' STATUS AND RIGHTS

A. Teacher Evaluation

1. Teachers shall be evaluated by the District in accordance with the District's state-approved Annual Professional Performance Review (APPR) plan (hereinafter, "APPR plan"). Teacher evaluation fulfills an important function in the development of all teachers. Observations should be conducted professionally and periodically and shall be

the responsibility of principals, administrators, and the Superintendent. Observation reports should state fairly both strengths and specific areas for improvement. These should form the basis for assisting teachers in improving their performance. It is understood that observations will be both unannounced and announced. When announced observations take place, the evaluator will be guided by the procedures established in the approved APPR plan. Written observations shall be received by teachers for their signature and comments no later than fifteen (15) working days after the observation and post-observation conference.

2. The administrative/supervisory staff considers the evaluation of teachers as one of its primary functions. The evaluation of staff will be conducted on the highest professional level. It is an opportunity for the administrator/supervisor to engage in the highest supervisory responsibility; namely, the improvement of teaching and learning, and aiding in the professional growth of teachers.
3. The Administration shall have the right to comment on activities that are not related to the classroom instruction, but that are related to the teaching function, and such activities shall be related to the proper maintenance of the health, safety and welfare of an individual student or the student body as a whole.
4. Summary evaluations shall be given to teachers in accordance with APPR plan requirements.
 - a. All professional staff will be observed in accordance with APPR plan requirements.
 - b. Professional staff who have been identified as in need of assistance in classroom practices will be observed as needed.
 - c. A post-observation conference will be held after every announced observation.
 - d. If a teacher has received a rating of ineffective in an observation or summary evaluation, then the teacher shall have the right to have a union representative present, as an observer, at successive conferences.
 - e. If the District determines that a conference may lead to discipline, then a union representative may be present and participate. However, the union representative may only act as an observer during an investigative conference.
 - f. The union and the District agree that teacher effectiveness and self-development is necessary. Under the procedure set forth below, step increases will not be awarded to teachers receiving less than a satisfactory rating:

At the end of the school year, if the teacher is deemed by the District to be unsatisfactory for reasons directly related to teacher performance, a joint District and union plan of support shall be instituted in an attempt to help the individual improve to a satisfactory rating. If, following the year of assistance, the teacher continues to receive an unsatisfactory rating, then no step increase will be given. Upon a satisfactory rating the following year, the teacher will be restored to the step appropriate for their service in the District. This provision applies to tenured

teachers and will not diminish or abrogate any other remedies and rights that the District has under law.

B. Notification of Evaluation

On or before April 1, if the teacher's probationary year commences in September, the teacher shall receive a written summary of the teacher's strengths and weaknesses. If a probationary period commences at a time other than the beginning of the school year, then the teacher shall receive a written summary sixty (60) days prior to the end of the probationary year.

C. State Standards

Consistent with the highest possible effort, the union and the District wish to guarantee that student performance will meet or exceed state standards. Teachers will avail themselves to students to ensure that this is the case. Individual goals with students will be coordinated by subject area coordinators, team leaders, and guidance counselors.

D. Tenure

Observations and evaluations form only part of the background needed to reach a decision regarding the attainment of tenure. Nothing in this Article shall limit the legal authority of the Superintendent of Schools and the Board of Education with reference to the granting of tenure. Probationary teachers shall receive notification of the Superintendent's determination regarding the Superintendent's recommendation for tenure by April 1 or 60 days prior to the end of the probationary period, whichever is sooner.

E. Teacher Files

1. No evaluation materials, excluding references and information obtained in the process of evaluating the teacher for employment, shall be placed in a teacher's file unless the teacher has an opportunity to read the material. Teachers shall acknowledge having read such material by affixing their signature on the actual copy to be filed with the understanding that such signatures merely signify that the teacher has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
2. The teacher shall have the right to answer within 20 school days any material filed, and the teacher's answer shall be reviewed by the building principal and the Superintendent and attached to the file copy.
3. All official teacher files will be maintained in the central administrative offices.
4. Material received from outside of the District that is derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's permanent file. When such material is received, the teacher shall be notified and given an opportunity to read and acknowledge that the material has been read by affixing a signature on the copy. This

does not indicate agreement with its content. The entire matter will be reviewed and responded to by the Superintendent for final disposition.

5. Teachers shall be given access to their files for good cause in addition to any requests made pursuant to Item 2 above.
6. Original file material shall not be removed from the central administrative offices.
7. By means of a written request, teachers shall be permitted to reproduce material in their files other than confidential or privileged material, and such material must be returned to the file immediately thereafter. The administration shall provide a means by which teachers may reproduce materials in their files.
8. Teachers will keep their files up to date on forms supplied by the administration concerning beneficiaries, persons to be notified in case of emergency, professional advancement, health and medical status and other matters required for good cause in personnel administration.

F. Dismissal of Probationary Teachers/Part-Time Fair Treatment

1. Dismissal at End of Probationary Term. By April 1 or sixty (60) days prior to the end of the probationary period, whichever is sooner, each probationary teacher shall be notified of the Superintendent's determination regarding tenure. A probationary teacher who has not received such notice by April 1, when the probationary period commences in September, or sixty (60) prior to the end of the probationary year when the probationary period commences at a time other than the beginning of the school year, shall notify the Superintendent in writing, and the Superintendent shall notify the teacher in writing reasonably promptly after the notification.
2. Dismissal During the Probationary Term. A teacher may be terminated at any time during the probationary term upon thirty (30) days' notice. Under normal circumstances, any teacher who has commenced work on or about September 1 shall be notified of termination sixty (60) days prior to the close of the school year. A probationary teacher who has not received such notification sixty (60) days prior to the end of the school year, may notify the Superintendent in writing, and the Superintendent shall notify the teacher in writing reasonably promptly after the notification.
3. Fair Treatment of Part-Time Teachers. A part-time teacher who has served continuously in the School District as a part-time teacher for more than four years shall be entitled to require from the Superintendent a written reason for termination. If the Superintendent's reason is "unsatisfactory teaching" the part-time teacher may file a grievance in which the sole issue to be determined is whether the Superintendent's determination of unsatisfactory teaching is arbitrary and capricious. All other reasons for the termination of a part-time teacher including but not limited to insubordination, layoff, reduction in force, abolition of position, misconduct of any type and/or malfeasance of any type, etc. shall not come under this provision and this provision shall not, except as expressly stated

herein, diminish the authority of the Board to terminate a part-time teacher without reason and without hearing.

If the matter is brought to arbitration, the arbitrator shall be without authority to award back pay, interest, damages or any other financial remedy. Either party may, however, request expedited arbitration. Part-time teachers shall continue not to be eligible for tenure or seniority.

G. Teacher Notification to District

Teachers who desire to terminate their services to the School District at any time shall file a written notice with the Superintendent at least thirty (30) days prior to the date of termination of services.

H. Partnership Committee

The parties agree to the formation of a Partnership Committee to create and maintain an open dialogue between the District and DFUT on matters of material concern. The parties shall each appoint the members on the committee. The Committee shall meet at least once per month and the agenda shall be established in advance of the meeting

I. Termination of Employment

Teachers whose services are to be discontinued due to an elimination of position shall be notified of such possibility on or before April 1.

J. Student Discipline and Teacher Protection

1. In accordance with the District Policy 5300 (Code of Conduct), teachers shall refer to the Building Principal or to their designated representative any pupil whose conduct is detrimental to the learning process in the class or whose conduct is contrary to the accepted standards of good behavior. As soon as possible and preferably no later than the end of the school day in which such referral is made, the teacher initiating the referral shall present to the Principal a written report of the incident. The Principal shall inform the teacher, in writing, of the disposition of the incident.
2. If a teacher suffers an unproven criminal assault in connection with their employment, the following shall apply:
 - a. teachers will report, in writing, to their Building Principal all cases of such assault suffered by them in connection with their employment.
 - b. the written report will be forwarded to the Superintendent. The Superintendent, as is legally possible, will comply with the teacher's request for information relating to the incident or the person(s) involved. The Superintendent will act appropriately as liaison between the teacher and the police or the courts.
 - c. the Board shall also provide for the reimbursement of a teacher for loss of time and for medical and hospital bills not covered by insurance incurred as a result of

student assault situations within the confines of this article. Reimbursement to a teacher is to be in conjunction with insurance or applicable laws regarding loss of time and for medical and hospital bills; such reimbursement should not exceed 100% under either applicable law or in conjunction with an insurance policy. Furthermore, reimbursement for loss of time should not exceed two (2) years.

3. Principals shall be required to report to the Superintendent all cases of assault and/or battery suffered by teachers in connection with their employment. The Superintendent shall report the same to the School District's attorney. Copies of this report shall be sent to the teacher involved and to the DFUT if the teacher so requests. Upon request, the attorney shall inform the teacher of their rights under the law, and if a criminal action is undertaken, the attorney shall, if requested, assist the teacher at no cost to the teacher as follows:
 - a. Obtain from the police and from the principal relevant information concerning the claimed assailant.
 - b. Accompany the teacher to court when needed and act in other appropriate ways as liaison between teacher, police and courts.
 - c. If at any time the School District's attorney concludes from an investigation that the teacher has been guilty of improper conduct with respect to the individual charged with having caused the assault, the attorney shall have the right to withdraw from the case. Such decision by the school attorney shall be binding and not subject to a grievance procedure.

Nothing in the above shall imply the right of a teacher to "no cost" assistance in bringing a civil action. (See District Policy 8130.2 *Workplace Violence Prevention*.)

K. Attendance at Conferences

1. The Superintendent may approve the attendance at conferences of members of the teaching staff at District expense. Such approval shall be based primarily upon the benefits which may accrue to improvements to teaching and learning in the District as a result of the individual's attendance, and shall also be subject to available budget funds.
2. Reimbursement will be made for registration fees and for reasonable travel, hotel and meal expenses according to conditions and schedules established by the Board of Education. However, it is understood that such approved reimbursement should be at least equal to that offered by the State of New York for its employees. (See Policy 6830 *Expense Reimbursement*.)

L. Substitute Teachers

1. It is the duty of the Building Principal to provide a suitable substitute teacher when necessary. It is the teacher's duty, whenever possible, to notify the Building Principal in advance when the teacher is going to be absent. Every attempt will be made to provide substitutes for all absent teachers.

2. School counseling personnel, intervention teachers, psychologists, social workers and nurses shall not be used in classrooms as substitute teachers for more than two (2) periods per day or the equivalent of two (2) periods for Springhurst. They shall serve as substitute teachers only in situations deemed an emergency by the Principal or the Superintendent and shall be compensated according to the terms of this Agreement.
3. Student teachers will be used as substitute classroom teachers only in an emergency.

M. Non-Teaching Duties

1. When the Superintendent deems it to be feasible, non-certified personnel will supervise lunchrooms and assist teachers with playground supervision. If, however, in the Superintendent's judgment, it is necessary, the Superintendent may assign teachers to perform these functions.
2. Middle School and High School
 - a. Teachers will be relieved of study halls, hall duty and cafeteria duty. Up to three (3) times each month, Middle School teachers may be assigned to a period of hall duty, or in-school detention/suspension. Up to one (1) time per month High School teachers may be assigned to a period of hall duty and up to two (2) times per month High School teachers may be assigned a period of study hall (not to exceed eighteen (18) students).
 - b. Teachers will no longer be assigned cafeteria duty at the Middle/High School. Should there be an insufficient number of teacher aides or school monitors for cafeteria duty, then teachers will be offered the opportunity to perform this duty and be compensated at the rate of class coverage as indicated in Article VII(G)(2).

N. Non-Resident Children – Tuition Free Attendance in District Schools

1. Unit members working at least 27.5 hours per week, who do not reside in the school district shall be entitled to have their children attend District schools on a tuition free basis, except as otherwise provided herein, as follows:
 - a. The District provides the educational program that is appropriate for the student's educational needs as a condition for admission, provided, however, that such admission shall not require the creation of additional classes, as determined by the Board of Education, or incurrence of any additional costs.
 - b. In the case of students identified as having an educational disability under IDEA/Article 89 Education Law, in order to access this section of the agreement their parent(s) must first seek to arrange for a placement in this school district through the Committee on Special Education of the school district of residence. If the student's attendance requires the hiring of additional staff to deliver special education services and/or related services, the parent shall be obligated to pay the district for such actual excess costs.
 - c. The grievance definition in this Agreement shall state that any alleged class size overage attributable to the attendance of non-resident children of bargaining unit

members shall not constitute a matter for which a grievance may be processed under the provisions of this Article.

- d. The right to attend District Schools pursuant to the terms set forth herein is conditioned upon the student's abiding by the provisions of the Student Code of Conduct. Any infraction that results in a long-term suspension, following a Superintendent's hearing, will give the District cause to discontinue educational services and the student shall no longer be eligible to attend District Schools as a non-resident child of a bargaining unit member.

2. Sunset of Provision

- a. This provision of the Agreement shall sunset, becoming null and void in all regards effective close of business June 30, 2016.
- b. Unit members hired prior to July 1, 2016 are grandfathered for their existing and future children
- c. In the event that a unit member who is entitled to the benefit described above has their position reduced to fewer than 27.5 hours per week, the member shall remain entitled to this benefit, as if working 27.5 hours or more.

O. Employee Assistance Program

An employee Assistance Program shall be established to assist all employees in resolving personal difficulties.

Attached as Appendix A to the Agreement are the terms and conditions of the Employee Assistance Program.

**ARTICLE VI
HOURS AND WORKING CONDITIONS**

A. Class Size

1. Because pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that whenever possible, class sizes shall not exceed the following maxima:

a. Kindergarten	27
b. 1 st and 2 nd Grades	28
c. 3-12 Academic Classes	30
d. Special Class or self-contained classes determined by the student's IEP and/or SED rules	
2. The administrators shall make every effort to equalize class sizes within the respective categories except that smaller classes would normally be scheduled for students not making grade-level progress in grades K through grade 6.
3. Class sizes shall exceed the maxima only if the Superintendent deems it necessary and if extraordinary conditions prevail. These may include but are not limited to:

- a. there is no space available to permit the scheduling of additional classes;
 - b. if an anticipated new student enrollment at the beginning of the school year would exceed this maximum;
 - c. if a class size larger than the maximum is deemed necessary or desirable for specialized or experimental education.
4. Nothing in paragraphs 1 through 3 above shall prevent the administration from scheduling special classes, involving two or more teachers in a team teaching situation where for specific program purposes these maxima may be exceeded.
 5. The Superintendent shall report to DFUT all class levels that exceed the maxima.

B. Teaching Load and Assignment

The maximum teaching load in departmentalized middle and high school classes shall be an average of five (5) classes per day (i.e.: 6 classes one day and 4 the next). (This should not be interpreted to mean an average of five classes per semester).

C. Travel Between Buildings

Teachers who teach at Springhurst and at the Broadway complex will be scheduled so that adequate time for travel between both complexes is provided.

D. Assignment of Teachers to Classes

1. Building principals shall solicit in writing from teachers in their buildings assignment preferences for the ensuing school year during the month of May each year. Building Principals will make every reasonable effort to balance class sizes. Prior to the distribution of assignment notices to teachers, the Building Principal will share the proposed assignments with the DFUT Building Representatives. Upon review, the Building Representatives may raise any concerns with the Building Principal and, if deemed warranted, with the Assistant Superintendent of Curriculum, Instruction and Equity.
2. In assigning teachers to classes, the Middle School and High School Principals will take account of the following:
 - a. the number of course preparations so as to avoid undue overload of any teacher; and
 - b. the proper distribution of teachers to avoid the possibility of all courses or all ability levels being taught by one teacher, or the same teacher on a consistent basis from year to year. This should provide for more desirable scheduling, communication between grades, and teacher development in a grade/subject area. If the assignment of a teacher appears to present difficulties, the teacher coordinator or team leader and the principal shall discuss the matter with the Superintendent, whose decision shall be final.

3. The Building Principal retains all rights to assign teachers as needed.

E. Back-to-School Night/Parent-Teacher Conferences/Parent Contact

1. Teachers shall attend a Back-to-School night each fall, as has been the practice of the District. Teachers who work in multiple buildings or across grade levels in the elementary school must attend and be present at all scheduled back-to-school nights and parent-teacher conferences. Teachers who are required to attend more than one back-to-school night will be compensated \$50 for each additional night.
2. At Springhurst, there shall be evening conferences held from 5-8 pm in the fall, as well as a full-day conference held on Election Day.
3. At the MS/HS there shall be a full-day conference on Election Day. There will also be an evening conference in the fall from 4:30 pm to 8:30 pm. To the extent practicable, the MS/HS evening conferences shall be scheduled on early release days when possible.
4. There will no longer be additional compensation for parent-teacher conferences.

F. Additional Parent-Teacher Conferences

Parent-teacher conferences, in addition to the above, should be scheduled during the school day. Parents should be encouraged to attend any parent-teacher conference during the school day. However, if such scheduling presents a hardship to parents, arrangements for a mutual meeting time will be made between parent and teacher.

G. Student Teachers/College-based Interns

The assignment and approval of student, intern and/or practicum teachers shall be made through the Superintendent's office and shall be on a voluntary basis by the cooperating teacher. The regular teacher shall be responsible for the class at all times.

H. Summer School Assignments

When the District administers a summer school program, preference in hiring teachers shall be given to Dobbs Ferry personnel.

I. Duration of School Year

1. Length of the Teacher School Year will be 185 days. Emergency closing days (snow days, etc.) will be made up by unit members only when the number of state aidable days would fall below 180 days or when otherwise necessary to meet the minimum instructional hours as required by SED to receive full allotment of state aid.
2. The District will have sole discretion in determining the use of these days for student instruction or for other purposes such as professional development.

3. Prior to its submission to the Board of Education for approval, the Superintendent shall formulate the school calendar in conjunction with the Dobbs Ferry United Teachers.
4. The parties agree that if DFUT members are asked to come in, prior to the opening of school in September or after the close of school in June, for a specific purpose, the teacher will make every effort to accommodate such requests. Summer workshops will continue to be compensated as per the contract during the summer months.
5. One of the Superintendent's Conference Days scheduled prior to the start of the school year for students shall include an uninterrupted block of time to allow the faculty time for room set-up.
6. To the extent that the District's full allotment of state aid is not jeopardized, there will be an early dismissal for all students (before lunch) scheduled for the last two days of school in June, with the exception of those taking Regents Exams scheduled for the last two days of school.
7. There will be an Emergency Evacuation Drill (prior to lunch) scheduled for the Wednesday before Thanksgiving.
8. To the extent possible, the day known as Easter Monday will be included as part of the Spring Break.

J. Length of School Day, Professional Period, Duty/Lab Period

1. The length of the teacher day at the Middle/High School day shall be 7 hours and 13 minutes. Teachers will be assigned up to five classes per day. Full-time teachers' schedules will include a lunch, a duty-free preparation time, professional meeting time, and duty assignments. This contact time will include but not be limited to such activities as conferences with students or parents, High School study halls (with no more than 18 students), direct classroom assistance to students in other faculty members' classes, remediation and enrichment of students, teacher assessments of students and evaluation of student presentations. In addition, there may be, as part of the 7 hour and 13-minute day, a homeroom period of approximately 15 minutes in the Middle School.

The professional time shall be used for common planning, curriculum issues, parent conferences, similar professional meetings, or professional activities. (See section L below.) Teachers will be relieved from cafeteria duty, unless otherwise specified in this agreement. The T-Period will continue outside the school day.

2. The length of the teacher day at Springhurst shall be 7 hours and 05 minutes.

K. T-Period

Teachers will be available twice a week for 30 minutes before or after the conclusion of

the teacher day to help their students. One day is to be by appointment only. If there are no appointments scheduled, the teacher shall not be required to stay for the help period. If there are fewer than 3-1/2 school days in a week, there will be only one 30-minute help period and the appointment day will be eliminated. No help period shall be scheduled on the last day of school during the week, unless there is only one school day in that week. There will be no extra help days during the first week of school in September.

L. Faculty Meetings

1. Every Wednesday there shall be early dismissal for professional time which may be comprised of faculty meetings, grade-level meetings, department meetings, professional development opportunities, technology skills sessions and teacher independent professional work.

Effective July 1, 2025:

- a. On one Wednesday per month there shall be early dismissal for professional time which may be comprised of faculty meetings, grade-level meetings, department meetings, professional development opportunities, technology short skills sessions, and/or teacher professional work to be scheduled at the discretion of the Building Principal. All such meetings are to occur within the teacher work hours established in Article VI (J) (1-2).
- b. Early dismissal on Wednesdays will be at least one hour earlier than the regular dismissal time, except two (2) times each school year when early dismissal will be prior to lunch, but within the limits established for receiving state aid for daily attendance as determined by the Superintendent.
- c. Professional time will be structured by the Building Principals, Assistant Superintendent of Curriculum, Instruction and Equity, or Superintendent of Schools. Professional time will be provided no less than twice per year where staff will engage in their own personal professional educator pursuits either alone or in collaboration with colleagues.

M. Fifth Grade

Should the fifth grade move to the Middle School building, the fifth-grade teachers will follow the Middle School schedule and day.

N. Duty-Free Lunch Period

A teacher in the Middle-High School shall have a duty-free lunch period each day of at least thirty minutes and shall be free to leave the school building during this time. In the Middle-High School a period-length lunch will continue to be provided, except that teachers may be assigned a shorter period when administratively necessary to effect a 30-minute student lunch, and such assignments shall be rotated equitably. At all other times, the teacher shall be in their respective building(s) unless specific permission to leave the school site has been granted by the Principal or the Superintendent. Teachers at the Springhurst Elementary

School shall have a duty-free lunch each day of at least forty-five minutes and shall be free to leave the building during this time. The building administrator may extend the lunch time at their discretion. At all other times, teachers shall be in their building unless specific permission to leave the school site has been granted by the Principal or the Superintendent.

O. Teaching Assignment Notification

Teachers shall be notified no later than June 1 regarding teaching assignments for the following year. If late registrations, enrollment shifts or schedule changes require a change in assignment, all teachers concerned will be contacted individually by the Superintendent or their designated representative.

P. Educational Planning Time

Subject to the approval and/or direction of the Superintendent, students may be dismissed early periodically for the purposes of curriculum planning and/or evaluation by the faculty.

Q. Preparation Time

The administration shall provide a minimum of one daily preparation period per teacher and shall attempt to provide common planning periods for teaching teams exclusive of the daily preparation time.

R. Hazardous Working Conditions

Teachers shall not be required to work under conditions which are considered unsafe or hazardous by State law or under applicable local ordinances.

S. Teaching Facilities, Equipment, and Services

It is the intent of both parties to this agreement that the following facilities, equipment and services be provided. In case it is found impracticable to provide such facilities, equipment or services as listed in 1 through 9 below, the Board will make a reasonable effort to provide such facilities, equipment or services.

1. Properly maintained classrooms meeting all State and local minimum safety and health requirements with a sufficient number of student stations and adequate instructional demonstration space.
2. A desk or equivalent work station for each teacher regularly assigned to a building.
3. Adequate instructional materials (e.g., paper, pencils, chalk, erasers and other such materials) required in daily teaching responsibilities.
4. Adequate storage space for instructional materials and supplies.

5. Suitable space, such as lockers, closets, or storage rooms, for teachers to store coats, shoes, and personal articles.
6. Basic and supplementary texts required by the curriculum in sufficient numbers to permit proper and effective teaching.
7. A suitable faculty room shall be provided which can accommodate the faculty under normal usage.
8. Specifically budgeted, approved and requisitioned instructional supplies shall be ordered as early in the fiscal year as possible to expedite delivery prior to the beginning of the school year.
9. Teachers shall be permitted to store valuables in the office of the Building Principal during the regular school business hours. It is understood that the Board of Education will assume no responsibility for loss, disappearance of articles or their contents, or damage to them, when they are left in the office storage.

T. Shared Services

The purposes of shared services with one or more neighboring school districts shall be to maintain or expand programs for the School District; however, nothing in this section shall limit options for shared services or consolidation of educational programs. The Board shall continue to have the unrestricted right to reduce the staff of teachers if in its sole discretion it deems such reduction necessary.

U. Report Card Schedule

The DFUT and the District agree to set deadlines for the submission of grades so that report cards may be distributed on the last day of school.

V. Consultation-Special Education

Where the CSE recommends that a student from a self-contained class be mainstreamed, consultations will occur involving CSE personnel, administration, and classroom teachers to whom the student will be assigned.

W. New Teacher Mentor Program

1. In the interest of helping teachers new to the District to maximize their effectiveness and performance in the Dobbs Ferry schools, the parties agree to work together toward establishing a new teacher mentor program.

- a. Compensation for teacher mentors:

Effective 7/1/15 \$1,966.91

- b. Time Requirements for teacher mentors:
 - i. Meet with mentee one hour per week or average (during unassigned time)
 - ii. 3 days of training (summer)
 - iii. Attend 2 days of new teacher orientation (summer)
 - iv. Attend 4 quarterly meetings with mentors (1 hour after school)
2. The teacher mentoring selection committees will be comprised of the Dobbs Ferry United Teachers (DFUT)-elected building representatives and the principal of each building. If a consensus cannot be reached, the issue will be brought to the Partnership Committee. If the Partnership Committee cannot reach a consensus, the Superintendent will make a recommendation to the Board of Education. The final determination rests with the Board of Education. Decisions by the Board of Education are final and are not subject to the grievance procedure.

X. Teacher Center

The District agrees to join the Edith Winthrop Teacher Center for the duration of this Agreement.

Y. Teacher Leaders/Team Leaders

1. The stipends for Teacher Leaders/team leaders will be:
Effective 7/1/15 \$4,684.52
2. Teacher Leaders/team leaders will work a maximum of 5 additional days beyond the teacher work year as part of their stipend. The actual dates will be decided by mutual agreement between the principal and teacher. The individual teachers will be consulted in determining the actual number of days that they are required to work. The final determination of the number of days rests with the principal and is not grievable.
3. Teacher Leaders will be compensated for participation in summer workshops. If they do participate, this will not be considered part of the 5-day maximum for which they otherwise receive the above stipends. However, the Teacher Leader may waive compensation for Workshop participation in which cases the workshop time will count as part of the 5-day maximum. This choice will be shared by the principal with the DFUT as it occurs. Each principal will keep a record of coordinator days and workshops attended and under which option.
4. The District shall have the right to define these positions including the number of Teacher Leaders/Team Leaders to be utilized each school year.

ARTICLE VII COMPENSATION

A. Salary Schedules

1. Salary Schedules for Teachers and Nurses

Effective July 1, 2024, the 2024-25 salary schedules shall be increased as follows:

By \$500.00 for steps 1-16

By \$2,000.00 for steps 17-19

By \$2,500.00 for steps 20-25, and

By \$2,750.00 for steps 26+

Effective July 1, 2025, the 2025-26 salary schedules shall be increased by 3% at each step to establish the salary schedules for the 2025-26 school year.

Effective July 1, 2026, the 2026-27 salary schedules shall be increased by 2.5% at each step to establish the salary schedules for the 2026-27 school year

B. Location of Teachers on Salary Schedule

1. Effective July 1, 2024 Column PhD is now MA +75/PhD. Unit members employed prior to July 1, 2024 shall be eligible for MA +75 for credits earned after July 1, 2024. This applies only to members who are at MA +60 as of July 1, 2024.
2. Columns BA, MA, MA +15, MA +30, MA +45, MA +60, and MA +75/PhD are effective July 1, 2024. Unit members who commenced employment with the District between January 1, 2022 and June 30, 2024, who were prohibited access to columns MA +15 and MA +45 pursuant to the collective bargaining agreement between the District and the Dobbs Ferry United Teachers that expired June 30, 2024, are eligible for MA +15 and MA +45 as follows:
 - a. Unit members with between 15 and 29 post-Masters graduate credits who were at the time of hire placed at MA are eligible for placement at MA +15 effective February 1, 2025;
 - b. Unit members with between 31 and 59 post-Masters graduate credits who were at the time of hire placed at MA +30 are eligible for placement at MA +45 effective February 1, 2025.
3. Teachers with a baccalaureate degree only may not be placed above step 10 on the B.A. scale, nor may they advance beyond step 10. The 13th step on the B.A. scale is applicable only to those teachers currently on that step and such teachers shall remain on this B.A. step in subsequent years.
4. Columns BA +30, MA +10, MA +20, MA +40, and MA +50 have been deleted effective June 30, 2007. Unit members who have been placed on a column in existence on June 30,

2007 by reason of credits earned as of August 31, 2007, shall not be reduced in pay due to the discontinuation of the columns.

5. For new employees with previous teaching experience, the Superintendent reserves the right to place the new employee on the step that provides an increase to their verified previous salary.
6. Credit up to six years at the rate of $\frac{1}{2}$ increment per year may be granted for each year of service in Armed Forces or in the Peace Corps prior to regular full-time teaching experience in a public school. This shall also apply if teaching service is interrupted by military or Peace Corps service.
7. Teachers employed by the District after September 1, 1986 who take graduate courses at a New York State accredited college or university and are matriculated in a program leading to a degree or certification and have obtained the prior approval of the Superintendent of Schools will be reimbursed by the District at the rate of \$25.00 per credit or 25% of the total tuition paid, whichever is lower, upon presentation of an official transcript showing successful completion of the course and the bill for tuition.
8. The occupational therapist (OT) salary schedule will be MA Step 1 – MA Step 10 (non-credit earning). The OT will receive longevity increments using the same formula as outlined in Article VII(E)(1). For example, the first longevity increment shall be given when an OT has completed eighteen years of service. This increment shall be calculated by subtracting MA Step 18 from MA Step 19 on the teacher's salary schedule. However, the OT will not be placed on the corresponding steps of the teacher's salary schedule.
9. Teachers hired for a semester or more will receive all appropriate contractual benefits commencing with the first day of employment.
10. Effective July 1, 2024, unit members hired prior to January 30 receive step advance on July 1 of the subsequent school year (e.g. a teacher hired on December 1, 2025 will receive step increment on July 1, 2026). Members hired after January 30 will receive a step increment on July 1 in the following school year (e.g., a teacher hired on March 1, 2026 will receive a step increment on July 1, 2027). Unit members receiving step increments on the anniversary date of their employment will be placed at their next increment effective July 1, 2024.
11. Effective January 30, 2006, when teachers are eligible for a lane change, they must notify the Personnel Office (upon verification of course completion with a passing grade, and submission of the appropriate District form- Request for Payroll Change) by August 25 for the change to take effect the first half of the school year and by January 25 for the change to take effect the second half of the school year. Teachers submitting requests after August 25 will receive the payroll change the second half of the school year retroactive to the beginning of the first semester. Teachers submitting requests after January 25 will have their final paycheck in June adjusted to reflect the payroll change retroactive to the first day of the second semester.

C. Method of Payment

1. Effective commencing with the 2022-2023 school year, all unit members shall be paid on a semi-monthly basis (24 pay periods); provided that unit members shall have the option to have the equivalent of five payments disbursed at the end of the school year. In addition, pay will be issued solely via direct deposit (except for one annual "audit paycheck" that requires an in-person pick-up). Pay stubs will only be available electronically.
2. A day's salary for all teaching personnel shall be defined as 1/200th of annual salary. This fraction is to be used when and if any deductions are to be made for excessive absences.

D. Extra-Curricular and Co-Curricular Compensation

1. The stipends for the 2015-16 and 2019-20 school years for athletic coaching and for co-curricular activities shall be as listed in "Schedule 6," attached hereto and made a part hereof. Commencing with the 2021-2022 school year, the parties agree to begin phasing out coaching and co-curricular longevity bonuses. All coaches and co-curricular activity advisors would be eligible for longevity in sports they currently coach and/or activities that they currently advise. Coaches and co-curricular activity advisors who move to a new sport/level will not be eligible for longevity. Current coaches and co-curricular activity advisors who miss more than one season will have their longevity clocks reset. Beginning with the 2022-23 school year, all co-curricular and coaching stipends will be increased by \$100.00.
2. The Board reserves the right to discontinue any co-curricular or extra-curricular activities or to add to them at its discretion. Activities not approved by the Board are considered voluntary.
3. Compensation for the supervision of extra-curricular or co-curricular activities during late afternoon or evening hours shall be paid at the rate of \$35.00 per hour, with a minimum of two (2) hours pay shall be received.
4. Compensation for the supervisor of extra-curricular or co-curricular activities that involve an overnight responsibility shall be \$140.00 per overnight. A teacher who supervises an overnight trip will be compensated an additional \$70.00 if the trip returns to the District after 5:00 pm. The compensation shall increase to \$140.00 if the trip returns to the District after 6:00 pm. There is no additional compensation if the trip departs earlier than the usual school start time. The additional compensation only applies to overnight trips, consistent with current practice. [Example: if a class trip starts at 7:30 am on the first day and returns the third day after 5:00 pm, the supervisor of extra-curricular or co-curricular activities would receive \$140.00 for the first overnight, \$140.00 for the second overnight, plus \$70.00 for the third day.]
5. Such compensation as covered by 3, above is to be paid only for activities approved by

the principal or the Superintendent and may include scorekeeping, timekeeping, ticket selling, chaperoning dances, assistance at concerts, dramatic performances and dress rehearsals, under conditions where such activities should be handled by a teacher.

6. The extra compensation listed above is not to be applicable for teachers where the activity is connected with the extra-curricular or co-curricular activity for which the teacher already received a stipend.
7. A study group will be established to review the responsibilities of all stipended positions and will report back to the Partnership Committee periodically by a date to be agreed upon by the parties.
8. When DFUT members are needed to supplement student musicians in the pit band for musical productions, they will be compensated in the amount of \$366.15¹. Typically, this includes two evening rehearsals and two performances, and chaperoning of the student musicians during the performances. A list of all professional musicians needed for a production will be provided in advance for internal posting, and shall be subject to Board approval. Any other DFUT members will be assumed to be voluntary.
9. Compensation for the Middle School Lunch Time Intramural Supervisor shall be as follows:

Effective 7/1/15 \$32.78 per period

10. The compensation for the Supervision of Fitness Center/Middle-School High School Homework Help Centers shall be as follows:

Effective 7/1/15 \$48.11 per hour

E. Summer and Weekend Staff Development Workshops and Projects

1. The workday will be defined as 5 hours exclusive of breaks.
2. Payment Schedule

	<u>Min.</u>	<u>Max.</u>
Effective 7/1/15	\$207.62	\$273.19

3. 80% of 1/200th of the annual salary will determine the actual rate of pay if it falls between the minimum and maximum.
4. Teachers leading summer workshops and projects will receive the following compensation in addition to the payment enumerated above:

¹ This translates into the \$283.75 for rehearsals and performances and \$41.20 *per performance* as provided by the contract for chaperones.

Effective 7/1/15 \$109.27

5. A sum of at least \$7,000 shall be made available by the District for disbursement in each year of this agreement. Building principals shall consult with DFUT building representatives to establish prioritized trainings that shall then be submitted to the Assistant Superintendent for Curriculum, Instruction, and Equity.
6. Compensation for a coordinator who is chairing or leading an approved summer workshop will be computed upon 80% of 1/200 of base salary plus coordinators' stipend.
7. The stipend for part-time personnel shall be pro-rated accordingly.

F. Compensation for Assumption of Extraordinary Duties

1. Any Middle-High School faculty member who teaches in excess of the maxima specified under Article VI shall be reimbursed for each additional class (an "overage") carried throughout the school year as set forth below:

Effective 7/1/15 \$13,112.72 or 1/6th of annual salary whichever is less.

For assumption of an overage during part of the year, this extra compensation shall be pro-rated. Principals will assign overages to DFUT members who volunteer and are properly certified/qualified. Principals will inform the DFUT prior to the assignment of an overage to a teacher. Overages will be assigned to those who volunteer.

2. A teacher who is asked to assume an additional regularly scheduled class in an emergency due to absences of teachers and the inability of the principal to provide a suitable substitute, shall be paid for extra class per day beyond their normal maximum assignment as set forth below:

Effective 7/1/15 \$32.78 per period

3. When the District is unable to hire a substitute for a subject area teacher and both a Special Education teacher and a subject area teacher are co-teachers assigned to the same class and the Special Education teacher assumes responsibility for the entire class, the Special Education teacher will be entitled to the extra period compensation as provided for in this provision. In the event the Special Education teacher in a co-teaching class is absent and the District is unable to provide a substitute, the subject area teacher will not be entitled to additional compensation pursuant to this provision.
4. A teacher who has filled in on an emergency basis for in excess of six (6) consecutive school days shall be paid at the rates set forth in paragraph (1) above, pro-rated, effective the sixth day of such service. It is understood that an emergency means the inability of the District to find a suitable replacement as determined by the District. Lesson planning requirements shall be part of the responsibilities for a teacher who continues responsibility for a class beyond the sixth day.

5. Teachers shall be paid for teaching a District approved In-Service course as follows:
 $1/200$ of annual salary $\div$ 5 hours = hourly compensation.
6. Teachers who perform home tutoring shall be paid as follows:
- a. Unit members who agree to provide homebound instruction after school hours shall be paid at the rate of \$65.00 per hour.
 - b. Unit members who agree to provide homebound instruction during regular work hours shall be paid at the rate of \$75.00 per hour if they perform such service in lieu of a contractual preparation period, provided that a minimum of \$75.00 will be received.
 - c. When making tutorial assignments, the Building Principal shall base their decisions upon the subject area expertise of the tutor, where there is a match between the tutorial area of need and the subject area of instruction of the tutor and the student or students. Otherwise, teacher preference for a tutorial assignment, as set forth on a list established by the principal, shall be honored to the extent practicable.
 - d. Tutorial services may be provided to more than one student at a time under the following models:
 - i. Students in grades K-2 – Individual or two (2) students. Three (3) students may be considered if the one additional student has the same instructional needs.
 - ii. Students in grades 3-5 – Up to three (3) students. Four (4) students may be considered if the one additional student has the same instructional needs.
 - iii. Students in grades 6-12 – Up to four (4) students. Five (5) students may be considered if the one additional student has the same instructional needs.
 - iv. The tutor will keep a record on a district-prescribed form of the instruction and any assessment administered provided at each session.
 - v. Tutorial work is not the exclusive work of the members of the DFUT Bargaining Unit and the District retains its rights regarding the modes of instruction, including but not limited to synchronous live streaming instruction from teachers' classrooms.
7. Members including nurses, psychologists, social workers, and school counselors who are asked by a supervisor to stay beyond the regular workday or who are called upon to assist administration with a student-related crisis or emergency on weekends or during vacations/breaks shall be paid at their hourly rate with the authorization of their supervisor and the approval of the Superintendent or designee.

G. Early Notice of Retirement Incentive

Upon written, irrevocable notice of resignation for the purpose of retirement to receive benefits from the New York State Teachers Retirement System ("TRS") given by the 1st day of February of the school year for a retirement to become effective on or after June 30th of said

school year or during the following school year, unit members shall be eligible for the following contributions to the 403(b) account of their choosing upon the date of retirement to receive benefits from TRS:

1. For the 2024-25 school year:
 - a. \$50 times the number of accumulated sick leave days of 100 - 164 with a maximum of 65 days; and
 - b. \$100 times the number of accumulated sick leave days of 165 - 215 with a maximum of 50 days.
2. Commencing with the 2025-26 school year:
 - a. \$40 times the number of accumulated sick leave days for days 50 - 99 with a maximum of 50 days;
 - b. \$50 times the number of accumulated sick leave days for days 100 - 149 with a maximum of 50 days; and
 - c. \$100 times the number of accumulated sick leave days of 150 - 199 with a maximum of 50 days.

ARTICLE VIII EMPLOYEE BENEFITS

A. Health Insurance

1. Employee Health Premium Contributions

All unit members who participate in the School District's Health Insurance Program shall contribute at the rates and in the manner described below:

Effective July 1, 2025, the employee premium contribution rate shall be 18.25% .

Effective July 1, 2026, the employee premium contribution rate shall be 18.5%.

2. New hires as of July 1, 2004 whose spouse has available (with or without an employee premium contribution requirement) two-person or family coverage through their employer or where a spouse is a business owner and provides a group insurance plan for one or more employees, shall be eligible for two-person or family health insurance coverage under the District's health plan by contributing the difference in cost between the District's single coverage and two-person or family coverage (whichever is applicable).
3. Effective 7/1/01, teachers who opt not to be insured by the District will be reimbursed 50% of the individual premium costs not to exceed \$3,646, except for those who already have received a \$4,100 buy-out. The latter unit members shall continue to receive a buy-out in the amount of the lesser of \$4,346 or 50% of the individual premium cost. Teachers must submit proof of insurance coverage and a completed health insurance opt-out form annually by no later than October 15th of each school year in order to be

eligible to receive the buy-out.

4. The District shall participate in the Statewide Schools Cooperative Health Consortium, Surgical/Medical and Major Medical expense plan, for individual and dependent coverage. Any teacher who subscribes to a health insurance plan other than the SWSCHP currently offered by the Board (such as GHI or GHIP plans) shall continue toward premium as set forth above. The District's contribution shall not exceed its contribution for the equivalent plan under SWSCHP.
5. Any change of insurance carrier except any insurance carrier(s) selected by the SWSCHP shall be by written agreement of the parties hereto.
6. Part-time teachers will receive benefits on a pro-rated basis. In addition, any tenured teacher involuntarily reduced from full-time to part-time will continue with full benefits.
7. If a part-time teacher is covered by another medical plan, the District is not required to insure the teacher as part of the Statewide Schools Cooperative Health Consortium.
8. It is understood that retirees will continue to have the same rights under the SWSCHP as they have under New York State Law.

B. Retiree Health Insurance Premium Funding

1. Effective July 1, 2010, this shall become the sole provision regarding retiree health insurance premium funding. Retirees shall be entitled to District contributions towards the cost of health insurance premiums in their retirement on the following basis:

<u>Years of Service in the District</u>	<u>District Contribution Toward the Cost of Individual or Family Health Insurance Premiums</u>
10-19 years in District	50% I / 50% F/ 50% 2-person
20-24 years in District	75% I/ 75% F/ 75% 2-person
25 years or more in District	The same percentage paid during the final school year of employment in the District.

2. Retirees shall participate in the Health Insurance offered to active members in the bargaining unit.

Effective July 1, 2007, the District shall fund Medicare Reimbursements for active members of the bargaining unit and unit members who retire on or after said date at the lowest rate of the scale applicable to Medicare eligible personnel.

C. DFUT Welfare Fund

1. The District shall, for the 2015-2016 school year pay to the Trustees of the DFUT Welfare Fund an amount equal to \$1,243.00 times the number of full time teachers employed by the District. The District shall, for the 2016-2017 school year, the 2017-2018, the 2018-2019 school year and the 2019-2020 school year, pay to the Trustees of the DFUT Welfare Fund an amount equal to \$1,343 times the number of full time teachers employed by the District. DFUT agrees to work cooperatively with the District to explore welfare fund options that would provide equal or better benefits.
2. A copy of the Trust Indenture will be provided by the DFUT to the Superintendent and to the District. The District shall have no liability in any way for the administration of the Welfare Trust other than to make the contributions set forth above.

D. Liability Insurance Coverage

The Board will maintain, if available, general liability coverage with limits of at least \$1,000,000 over \$2,000,000 for bodily injury and \$100,000 for property damage, wherein all members of the teaching staff, administrative staff or other employees of the District are included within the definition of "insured," and if a claim is asserted against any of them, arising in the course of their employment, they will be defended and indemnified under the policy. The policy, of course, does not insure the District or any individuals against injuries willfully committed on others or not within the scope of their duties.

E. Worker's Compensation

All teachers in the District are covered under the applicable New York State Worker's Compensation Law.

F. Tax Sheltered Annuities and NYSUT Benefit Trust

1. The Board agrees to accept payroll deduction authorization from any teacher for the purchase of tax sheltered annuities, variable and/or fixed. Monies collected shall be forwarded to a central depositor chosen by the DFUT.
2. Payroll deduction will be available for items in the NYSUT benefit trust upon written application under a reasonable procedure acceptable to the District.
3. The Board, by accepting payroll deductions for either tax sheltered annuities or items in the NYSUT benefit trust shall be indemnified by the employee and the DFUT from any liability of any kind. The Board does not, by agreeing to payroll deduction, indicate its approval or disapproval of the annuity or item in the NYSUT benefit trust in any manner or form.

G. Sick Leave

1. Any teacher covered by this agreement shall be granted 15 school days of paid sick leave at the commencement of each school year. The annual allotment of 15 days may be used not only for the unit member's own illness but also for serious illness in the family (i.e. spouse, partner, parent, child, sibling, parent-in-law and grand-parent). Accumulated sick days from previous years may only be used for the unit member's own illness and, at the non-grievance discretion of the Superintendent, accumulated days may be used for catastrophic illness or catastrophic disability of a member of the immediate family as described above.
2. If such teacher required, in any school year, less than this specified number of sick days leave with pay allowed, days not utilized that year shall be accumulated to be used for individual sick leave as needed in subsequent years. A teacher's allowance at any time will consist of the sum of the unused portion, if any, of the 15 days allowed for the current year, plus accumulated days as above defined. An unlimited amount of sick leave days may be accumulated.
3. Sick leave is hereby defined to mean absence of the teacher from duty because of personal disability due to illness or injury, or exclusion from school by the School Medical Director, or on account of a contagious disease or being quarantined by such a disease in their immediate family. A physician's certificate is required for an absence of five or more successive or same illness or injury related school days.
4. Any teacher whose absence due to sickness exceeds their total sick leave allowance shall have 1/200 (one two-hundredth) of their annual base salary deducted from each such additional day of absence.
5. Any teacher whose teaching assignment changes from part-time to full-time shall have their accumulated sick leave converted by multiplying previously accumulated sick leave days by the previous percentage of assignment of total duties (e.g., a teacher on 3/5 assignment who has accumulated fifteen days and now changes to full assignment shall be credited with $15 \times 3/5 = 9$ days of accumulated "full rate" sick leave).
6. Records maintained by the Superintendent's office shall determine the number of accumulated days of sick leave credit. For each absence, the teacher shall report the reason therefore on the absence management system utilized for this purpose.
7. Up to 25 days of accumulated sick leave can be used for adoption.

H. Sick Bank

1. A sick bank shall be established for teachers. The purpose of said bank shall be to provide teachers with additional sick leave time during a prolonged illness when an individual's sick leave days have been exhausted.
2. The bank shall be established by an assessment of one (1) day from each teacher. The

total number of days in the sick bank shall not exceed 540.

3. When necessary, the DFUT will assess its members extra days for the purpose of maintaining a minimum 180 day balance in the sick bank.
4. Regular full-time teachers shall become eligible to draw upon the sick bank during a prolonged illness when their sick leave days have been exhausted and they have been granted tenure by the Board of Education. For the period following the grant of tenure through the teacher's fifth year of service, the teacher may draw a maximum of thirty (30) days (cumulative) from the sick bank. For the period from the sixth year of service following tenure through the teacher's ninth year of service, the teacher may draw a maximum of an additional thirty (30) days (60 days maximum cumulative from the sick bank). Commencing with the tenth year of service following tenure, a teacher may draw upon the sick bank as established under current practice and procedure. Newly hired teachers shall have fifteen (15) sick leave days available to them for use after the exhaustion of their personal leave accruals for catastrophic illnesses (These days will be cumulative with the thirty (30) days received upon tenure acquisition and the additional 60 days received in year six. Teachers will continue to become fully vested in the sick leave bank in year 10).
5. A panel of four (4) teachers selected by DFUT, along with the Deputy Superintendent or their designee shall meet to approve/disapprove each application. At the end of every two (2) months, this panel shall review each case with the Superintendent to determine renewal. Decisions of this panel are not subject to grievance procedure.

I. Death in Family

1. In case of death of a member of the immediate family as defined above, the employee shall be allowed a leave of absence not to exceed five (5) days. This leave is exclusive of allowance for an employee's personal disability and illness or accident in the immediate family.
2. In case of death of a relative of the second degree -- aunt, uncle, niece, nephew, cousin or in-law, a leave of absence of one (1) day with full pay will be allowed. This is exclusive of the allowance mentioned in (3) above.

J. Personal Business

1. Two full days or four half days of absence shall be allowed for personal business reasons without loss of pay. Absences are not allowed preceding or following holidays except with special permission of the Superintendent of Schools. This provision is intended to help staff members meet personal emergencies and the 2 or 4 absences respectively are in no way to be interpreted as days of absence due the employee.
2. A staff member who wishes to have a personal business absence will present the request in writing to the building principal as far in advance as possible. The principal will

forward the request to the Superintendent for approval. The excused absence will then be noted on the payroll as authorized without deduction. An opinion to convert two sick days to personal days at the discretion of the Superintendent will be provided. Personal days on Fridays or Mondays shall require a reason.

3. Authorized personal leave days shall not be charged against the sick leave allowance.
4. Unused personal days shall be added to an individual's accumulated sick days at the end of the school year.

K. Professional Day of Visitation

Each professional staff member is allowed to take one professional day of visitation per year without loss of pay. Although staff members will make their own specific arrangements, the time and date of such a visit shall be approved by their building principal and the staff member shall make a report of such visitation to the building principal.

L. Leaves Granted to DFUT Officers or Delegates to State Retirement System

1. No deduction from personal leave days, sick leave days or salary shall be made for duly elected delegates or alternates to the annual convention of the New York State Retirement System or for a two-day attendance at the annual convention of the New York State United Teachers House of Delegates.
2. The President of the DFUT or a designated delegate shall be permitted no more than ten (10) days to attend meetings of the county, state, and national teachers' organizations. Attendance at such meetings will not be deducted from personal leave days, sick leave days, or salary, and is subject to the approval of the Superintendent.

ARTICLE IX EXTENDED LEAVES

A. Leave Without Pay

1. A leave without pay, limited to one academic year, may be requested by filing a written application with the Superintendent prior to January 1 of the school year preceding the intended leave. Such leaves may be granted at the discretion of the Board of Education. At its option, the Board of Education may extend the application deadline to April 1.
2. The cost of the premiums in the District's medical plan and retirement plan for a teacher on leave without pay, shall not be assumed by the District. The teacher shall, however, be permitted to continue on a personal contribution basis subject to the applicable conditions of the respective plan. A request for such personal contribution shall be submitted in writing.
3. A teacher on leave without pay shall not accrue rights to a step increment for the period of their absence.

B. Pregnancy-Related Disability Leave

1. A pregnant employee will be treated the same as any other employee disabled for any other medical reason insofar as sick leave benefits are concerned. The teacher shall notify the Superintendent of Schools no later than six months after the pregnancy has definitely been determined. The teacher may work until the teacher and their physician determine that the teacher is unable to perform their duties. The teacher's physician will notify the Superintendent in writing that the teacher is disabled. This notification shall be given five calendar days in advance of the beginning of the disability leave except in the case of emergency.
2. When it is anticipated that the teacher is able to return to work, she shall notify the Superintendent in writing of the date of return and also provide a written statement from their physician supporting the teacher's intended return date.

C. Child Care Leave

1. The DFUT member will be granted upon written application to the Superintendent, a child care leave without pay, for up to eighteen months after the teacher's physician determines the teacher is no longer disabled or on expiration of sick leave, whichever is earlier. The intention to transfer from sick leave to child care leave shall be communicated in writing at least 15 calendar days prior to the anticipated date of transfer. If the teacher wishes to be granted more time, an application for extension may be granted at the discretion of the Board of Education. Individuals on unpaid leave must submit to the Superintendent a letter of intent to return to work a minimum of 120 days prior to either September 1 or the beginning of the second semester (approximately February 1) when they decide to return.
2. For DFUT members newly hired as of 7/1/01 - Teachers returning from a District child care leave may do so at the beginning date of a semester unless the Board of Education approves an earlier date.
3. Child care leave without pay under the conditions set forth above shall be available to an adoptive parent for up to eighteen (18) months immediately following the adoption of a child.

D. Sabbatical Leave

1. The rules and regulations of this section are intended to provide the professional staff an opportunity to improve the instruction and administration of the Dobbs Ferry Schools.
2. A sabbatical leave may be granted for the following specific purposes:
 - a. to complete the requirements for a degree,
 - b. to continue post degree study,
 - c. to undertake formal or informal study or an independent research study program either here or abroad, which will improve instruction in the Dobbs Ferry Schools.

- An outline of courses to be taken or of the travel plans and research study to be undertaken will be required,
- d. to provide for other purposes and found by the Board of Education to be fitting for the improvement of the instruction or administration of the Dobbs Ferry Schools.
3. Professional employees who have served satisfactorily for a period of seven or more years consecutively in the Dobbs Ferry Schools may be granted a sabbatical leave of absence. The first such leave may be granted after the seventh consecutive year of active service, and additional leaves may be granted after each successive period of seven years of active service, except as noted in paragraph 12 below.
 4. Two types of sabbaticals may be granted: either a sabbatical effective during the academic year for either one-half or a full academic year, or a summer sabbatical as defined in paragraphs 7 and 8 below.
 5. Teacher on any sabbatical leave shall not, without Board approval, engage in gainful employment or work for personal profit during the leave period.
 6. The Board's policy of granting additional salary payment upon completion of approved graduate work shall be in effect while a teacher is on sabbatical.
 7. An academic year sabbatical leave shall be granted for not less than one full semester at the teacher's regular annual rate of compensation excluding stipends and allowances, or for one academic year of two consecutive semesters at one-half the teacher's regular rate of compensation excluding stipends or allowances.
 8. Summer Sabbaticals:
 - a. A summer sabbatical may be granted for projects, study, etc. whose equivalent cannot be undertaken during the academic school year and where the proposed program is of such a nature that it could not be equitably taken without the granting of a sabbatical or that it is in the best interests of the District to grant a summer sabbatical in lieu of an academic year sabbatical for which the teacher would otherwise be eligible.
 - b. Payment is at the rate of 25% of the basic annual salary excluding stipends and allowances for each summer of a summer sabbatical.
 - c. Teachers may request sabbaticals for up to two consecutive summers. When a summer sabbatical is requested, the teacher will state in their application the special reasons why such a sabbatical is requested rather than an academic year sabbatical and the reason for the number of summers he is requesting.
 - d. A teacher who takes a summer sabbatical in a single summer would be entitled to request a new sabbatical to start four years after the last previous summer in which he takes a summer sabbatical. If a sabbatical is taken for two consecutive summers seven years of consecutive, active service must be completed before the teacher again becomes eligible for a sabbatical leave.

9. Application for all sabbatical leaves shall be made upon a form furnished by the Superintendent of Schools. All applications must be filed on or before January 1st of the year preceding the school year when the applicant wishes the leave to become effective.
10. Final approval of applicants for a sabbatical leave is a Board of Education decision and the Board's decision on each application shall be entered upon its minutes. The Board of Education shall have sole discretion over the number of sabbatical leaves to be awarded and the total amount of money to be appropriated to such purpose. In arriving at its conclusion, the Board will consider, among other things:
 - a. the extent of the applicant's professional study, growth, contributions, and successful service during the preceding seven years or four years as identified above,
 - b. the range, scope, and appropriateness of the study, or research program as related to the applicant's assignments and possible instructional improvement,
 - c. whether the intended program can reasonably or equitably be achieved during the summer months without the granting of a sabbatical,
 - d. the length of time the person has taught in the Dobbs Ferry Schools,
 - e. reasonable distribution of applicants among the different schools in the system,
 - f. problems involved in filling the vacancy created by the applicant's absence during a proposed academic year sabbatical,
 - g. recommendations by members of the administration.
11. If sabbatical leave is denied, the reasons for this denial shall be made known to the applicant in writing, and an opportunity will be given for discussion. After such discussion, however, a reaffirmation of the Board's original denial shall be final and binding upon the applicant.
12. Not more than two "full time equivalent sabbaticals" may be granted during any one fiscal year. Two full time equivalents can include any combination of two of the following:
 - a. half year sabbaticals at full pay
 - b. academic year sabbaticals at half pay
 - c. two summer sabbaticals at 25% pay each.
13. In accepting any sabbatical leave, the teacher shall enter into a written contract to continue service in the Dobbs Ferry Public School system for a period of at least one full academic year directly following the conclusion of the leave.
14. If the teacher fails to return to the District from the sabbatical, then the member will reimburse the District for monies paid to them while on said sabbatical.
15. The requirement for immediate return to the District after completion of the sabbatical leave may be postponed for a teacher who is certifiably ill. At the termination of such illness, the teacher will be required to resume services in the Dobbs Ferry Schools.
16. A semester or year of sabbatical leave shall be counted as regular service in the Dobbs

Ferry School system for salary increment purposes. This does not apply to summer sabbaticals.

17. Teachers on academic year sabbatical leave may continue their medical insurance as if they were teaching.
18. Each teacher upon returning from a sabbatical leave shall file a report with the Superintendent of Schools setting forth ways in which the purpose of said leave was met, including an official transcript of all graduate work taken, places visited, etc.
19. If the Board of Education any time after it approves sabbatical leave should, after investigation, determine in its judgment that the teacher has departed significantly from the letter or the spirit of the purpose of the leave, the Board of Education may cancel or terminate such leave and direct the teacher to return forthwith to active duty.

E. Military Service

Full time military service leave for a teacher in the employ of the District shall be counted as regular service in the Dobbs Ferry School system for salary increment purposes.

ARTICLE X GRIEVANCE POLICY AND PROCEDURES

A. Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances, free of coercion, interference, restraint or reprisal.

B. Definitions

Two types of grievances or differences shall be covered by the provisions of this article.

1. The first refers to differences or grievances which may arise because of an alleged violation, misrepresentation, or inequitable application of the provisions of this agreement between the Board and the DFUT in effect at the time of the alleged grievance. Such grievances shall be referred to as agreement grievances.
2. The second type refers to grievances or differences which may arise in connection with employment by the Board but which are not covered by any other article of this agreement. Such differences or grievances shall be referred to as personal grievances.

C. General Comments

1. Every employee shall have the right to present their grievance in accordance with the procedures outlined below free from coercion, interference, restraint or reprisal. Personal grievances may be presented by any individual who feels aggrieved. Agreement grievances may be presented either by an individual or by the DFUT on its behalf or on behalf of the teacher(s). The resolution of an agreement grievance presented by an individual shall not be inconsistent with the terms of the agreement.
2. The informal resolution of differences or grievances is urged and is encouraged at all stages of the proceedings. In the case of personal grievances, the right to informal discussion with a superior is retained and recommended but is optional. The continuation of personal discussions among teachers and their superiors is encouraged. It is recommended that all other means of adjusting grievances be attempted before the prosecution of a formal grievance.
3. Nothing contained in this article shall be construed as abrogating or diminishing the duties and responsibilities of each teacher to carry out promptly all lawful instructions or orders. Orders and instructions must be obeyed, and the grievance procedure invoked later.

D. Initiation of Grievance Procedure and Exclusions

1. Any teacher who feels aggrieved shall submit the grievance in writing setting forth the following details:
 - a. the name of the grievant;
 - b. the name of the respondent, if any;
 - c. a concise resume of the facts alleged to constitute the grievance; and
 - d. any other pertinent information which will assist in the investigation, consideration and resolution of grievances.
2. The grievance shall be signed by the grievant, and filed as provided below. If a respondent is named, copies of the grievance shall be promptly forwarded to such respondent named in the grievance.
3. When the grievance does not contain complete information, as requested under Item A, it shall be the duty of the grievant, upon request, to promptly furnish the lacking information.
4. If the grievance claims to be an agreement grievance, a copy should also promptly be forwarded to the President of the DFUT or an authorized delegate.
5. Personal grievances shall not include any matter especially treated by law, or any other matter which is reviewable pursuant to law, or rules or regulations having the force and effect of law, such as regulations of the Commissioner of Education.

E. First Step in the Resolution of the Grievance

1. Not later than thirty (30) working days after the alleged grievance shall have arisen, the grievant shall file the usual written grievance with the applicable building principal.
2. A teacher who teaches in more than one school shall file the grievance with the principal of the school in which the alleged grievance has taken place, or, if this is not feasible, with the principal of the school where the greater portion of the teacher's assignment takes place.
3. The principal with whom the grievance is filed shall promptly proceed to investigate the grievance, hear all persons concerned and make a written decision within ten (10) working days of the filing of the grievance.

F. Second Step in the Resolution of the Grievance

If the grievant desires that further consideration shall be given to their grievance, they shall have the right, within five working days after determination at the first step, to file the grievance with the Superintendent of Schools in this District. The Superintendent shall thereupon investigate the grievance, hear all concerned parties, and make a written decision within ten (10) working days after the filing of the grievance.

G. Representation

1. In the case of an agreement grievance, the President of the DFUT or a designated representative shall be given the opportunity to be present to state the viewpoint of the DFUT. In the case of an alleged grievance which affects a number of teachers in one school, the DFUT shall have the right to present this grievance directly to the principal at Step 1, within 30 working days after such alleged grievance has taken place. In the case of alleged grievance which affects teachers in more than one school, the DFUT shall have the right to present this grievance directly to the Superintendent within 30 working days after such alleged grievance has taken place and eliminate Step 1.
2. In the case of a personal grievance the grievant or the respondent, if any, shall be permitted to designate a representative of their choice to assist in the presentation of their grievance at any step of the procedure. The grievant may select the DFUT as their representative.
3. If, during a grievance procedure in Step 1, the principal believes that the DFUT may assist in the resolution of grievance or that the grievance is related to an agreement grievance, the Principal may request the DFUT to participate in its resolution. Similarly, the Superintendent may ask the DFUT to participate in the resolution of a grievance at Step 2.
4. In all grievance procedures invoked by an individual teacher, the teacher and any representative selected must be present at all hearings related to the grievance.

H. Third Step in the Resolution of the Grievance

1. If the grievant again desires that further consideration shall be given to their grievance, they shall have the right, within five (5) working days after determination at the second step, to file the grievance with the Board in this District. The Board shall thereupon investigate the grievance, hear all persons concerned, and make a written decision within twenty (20) working days after the filing of the grievance with it.
2. All parties previously involved in the grievance procedure shall have a right to be heard.
3. The Board may, at its option, appoint a subcommittee of the Board to act on its behalf.
4. All grievances heard by the Board or its appointed subcommittee shall be heard in executive session.
5. In the case of personal grievances, the decision of the Board shall be final and binding unless such action is subject to appeal to the Courts or to the Commissioner of Education.

I. Arbitration

1. An agreement grievance which was not resolved at the level of the Board may be submitted to arbitration by the grievant jointly with the DFUT in the case of a grievance initially filed by an individual grievant or by the DFUT in the case of a grievance originally brought by the DFUT. Such action must be initiated within twenty (20) working days of the decision by the Board by notifying the Board, in writing, that the grievance will be submitted to arbitration.
2. Within twenty (20) working days after such written notice of intent to submit to arbitration, the parties may agree to a mutually acceptable arbitrator or they may submit the grievance directly to the American Arbitration Association. If the American Arbitration Association is selected, the parties will then be bound by the rules and procedures of the American Arbitration Association.
3. The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) working days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proof are submitted to them. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues.
4. The arbitrator shall be without power or authority to make any decision:
 - a. limiting or interfering in any way with the powers of the Board as outlined in Article III of this agreement, applicable law, and rules and regulations having the effect of law;
 - b. contrary to, or inconsistent with, or modifying the terms of the written agreement between the Board and the DFUT;
 - c. relating to grievances not covered by specific items of the agreement. In such a case the arbitrator shall notify both parties that the grievance is outside of their

jurisdiction and therefore not subject to arbitration.

5. The decision of the arbitrator shall be final and binding. If either party believes that the award is inconsistent with Item 4 above, that party may appeal pursuant to law.
6. The costs for the services of the arbitrator including expenses, if any, will be borne equally by the Board and the DFUT.
7. The Board will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance. The DFUT incorporating this grievance procedure as part of its written agreement with the Board will also abide by this and will not bring or continue, or represent any employee in, any grievance decision of an arbitrator.

J. Additional Stipulations

1. In the preparation and processing of grievances, all reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
2. The Board and the DFUT agree to facilitate any investigation which may be required and to make available any and all material and relevant non-confidential documents, communications, and records concerning the alleged grievance.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Complete files including the written original grievance and written decisions at each level shall be retained in the office of the Superintendent for a period of five years.

K. Time Limits

1. Since it is important for good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within the 30 working days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and their representative(s), if any, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which

would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced by mutual consent so that the grievance may be resolved prior to the end of the school year or soon thereafter as is possible.

ARTICLE XI MISCELLANEOUS PROVISIONS

A. Copies of Agreement

Copies of this Agreement, once executed, shall be provided electronically by the Board at its expense and made available to all teachers by the DFUT. Printed copies will be provided to members of the DFUT Executive Committee.

B. Duration of Agreement

Except as otherwise expressly stated herein, this agreement shall be effective as of July 1, 2024 and shall remain in effect through June 30, 2027. Negotiations for a successor agreement shall commence on February 1, 2027, or at such time as is mutually agreed, with the first meeting to consist of the establishment of ground rules including the time when proposals will be exchanged.

C. Open Subjects of Negotiations

1. Recognition of National Teacher or Counselor Certification,
2. Future degree (post July 1, 2024) in MA or EdD in reading/literacy from a District-approved Institute of Higher Education, and
3. Any changes to the negotiable aspects of the Teachers' part of the District's Section 3012-e APPR plan.

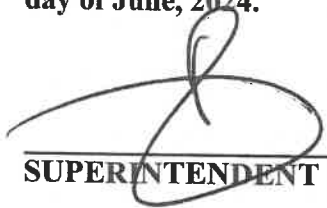
D. Other agreements:

1. Article VI (AA) – Teacher Leaders/Team Leaders: To the extent that is financially feasible, the District will add two teacher leaders for professional learning and two for technology integration to be assigned to Springhurst and the Middle/High School respectively.
2. Daily Schedule: Beginning in the 2025-2026 school year, the District will implement a revised daily schedule that seeks to exceed the state minimum instructional hours while also addressing:
 - a. The need for a common teacher day for Springhurst Elementary, and
 - b. An earlier dismissal for students in Grades 6-12 that accommodates more timely afterschool activities and related transportation schedules.

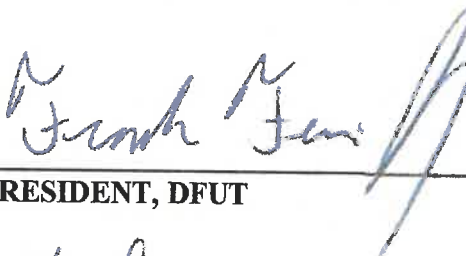
ARTICLE XII
AGREEMENT IMPLEMENTATION BY LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 9th day of June, 2024.



SUPERINTENDENT OF SCHOOLS



PRESIDENT, DFUT



CHIEF NEGOTIATOR, DFUT

APPENDIX A

Employee Assistance Program

The District and the Union agree to establish effective July 1, 1988, an Employee Assistance Program under the following terms and conditions:

- I. Dobbs Ferry School District and the DFUT mutually agree that alcoholism, alcohol and drug abuse, financial problems and other behavioral/medical problems, which may affect job performance, are subject to the Employee Assistance Program. The District shall not bring charges of insubordination for a teacher's refusal to use the Employee Assistance Program.
- II. It is mutually agreed to initiate an Employee Assistance Program in order to:
 - A. Identify the problem at the earliest possible stage.
 - B. Motivate the employee to seek help.
 - C. Direct the employee toward the best assistance possible.
- III. To coordinate this program and to implement this policy, the DFUT and the District agree to utilize an Employee Assistance Committee. This Committee shall consist of one representative from each of the bargaining units. The District may appoint as many representatives to the committee as labor has. This committee would not be involved in any of the activities of the program requiring direct involvement in cases, unless requested by the school district Employee Assistance Coordinator. The responsibilities of the Employee Assistance Committee are as follows:
 - A. To insure that all clinical records which are kept in connection with this program are maintained in a separate file marked "Confidential Patient Information" in accordance with Federal Regulations (42 CFR Part 2).
 - B. To approve the selection of the district Employee Assistance Coordinator with advice from Longview Associates, Inc.
 - C. To ensure the neutrality of the district level Employee Assistance Coordinator in all matters which pertain to this program.
 - D. To review the effectiveness of the district level Employee Assistance Coordinator to ensure that satisfactory referral and follow-up services are maintained.
 - E. To review annually the program's effectiveness.

- F. To assist in implementation of a district level training program for managers and Local Bargaining Unit representatives.
 - G. To engage in other District/Local Bargaining Unit approved activities which will be beneficial to the program, including prevention education.
- IV. Any employee who seeks assistance on a voluntary or involuntary basis will not jeopardize their job security or promotional opportunities. No information obtained from or about an employee as a result of their participation in the program shall be made available to be used for any purpose by either party.
- V. It will be the responsibility of the employee to comply with referrals for diagnosis and to cooperate with prescribed therapy.
- VI. It will be the responsibility of all District Administrators to implement this policy. This responsibility will be limited to assessing job performance and taking appropriate corrective action. Administrators should not make any diagnosis relative to the employee's behavioral/medical problem.
- VII. Implementation of this policy will not require or result in any special regulations, privileges or exemptions from standard administrative practices applicable to job performance requirements, especially in those instances where the health and safety of students and other employees are concerned.

APPENDIX B
Annual Professional Performance Review

1. Evaluation of unit members covered by NYS Education Law 3012-d shall be conducted in accordance with "Procedures for the Annual Performance Review" as agreed to in DFUT/DFUFSD Negotiations and approved by the NYS Education Department. Neither party shall modify these procedures without agreement.
2. Evaluation of members not covered by NYS Education Law 3012-d shall be conducted in accordance with "Procedures for the Annual Performance Review" as agreed to by the DFUT and the DFUFSD.

APPENDIX C

Professional Learning

The DFUT and the district agree that high quality professional learning is a critical component of the continuous improvement of teaching and learning. To the greatest extent possible, the district will provide resources to support professional learning for required Continuing Teacher and Leader Education (CTLE) hours and non-CTLE required professional learning that is directly connected to the educational research, the NYS learning standards, the International Baccalaureate *Profile of a Learner*, district priorities, and district strategic points of focus.

The collaboratively developed *Professional Learning Plan* and all associated professional learning opportunities will be aligned with the requirements of Part 100 of the Commissioner's Regulations, the NYS Standards for High Quality professional learning approved by the Board of Regents in February 2009, Subpart 80-6 of the NYS Commissioner's Regulations adopted March of 2016, as well as subcomponents effective April 2019.

APPENDIX D

Salary Schedules

[illegible]

2025-26	DFUT	BA+30	MA	MA+10	MA+15	MA+20	MA+30	MA+40	MA+45	MA+50	MA+60	MA+75/PHD	Nurse
Step	BA												
1	58,686	63,945	67,291	69,247	70,224	71,203	73,159	75,302	76,372	77,445	79,587	81,566	58,686
2	61,015	66,566	70,397	72,395	73,394	74,392	76,392	78,555	79,640	80,721	82,886	84,891	61,015
3	63,355	69,192	73,502	75,539	76,558	77,579	79,617	81,806	82,900	83,995	86,184	88,207	63,355
4	65,677	71,824	76,610	78,688	79,727	80,767	82,846	85,055	86,161	87,266	89,476	91,524	65,677
5	68,006	74,444	79,715	81,835	82,895	83,957	86,077	88,311	89,428	90,545	92,778	94,844	68,006
6	70,162	76,901	82,823	84,987	86,070	87,152	89,316	91,475	92,555	93,635	95,794	97,885	70,162
7	72,238	79,348	85,927	88,131	89,234	90,336	92,541	94,816	95,953	97,092	99,365	101,483	72,238
8	74,480	81,805	89,032	91,277	92,400	93,521	95,764	98,063	99,213	100,362	102,662	104,799	74,480
9	76,494	84,262	92,147	94,429	95,571	96,712	98,994	101,310	102,469	103,625	105,942	108,102	76,494
10	78,791	86,711	95,272	97,601	98,764	99,930	102,258	104,602	105,773	106,943	109,287	111,466	78,791
11	78,791	89,160	98,408	100,779	101,963	103,149	105,516	107,882	109,064	110,247	112,613	114,816	81,015
12	78,791	91,975	101,550	103,958	105,164	106,369	108,781	111,167	112,359	113,552	115,938	118,170	83,571
13	78,791	95,306	104,681	107,136	108,363	109,591	112,044	114,448	115,648	116,849	119,251	121,518	86,596
14	78,791	97,091	107,821	110,313	111,558	112,804	115,296	117,729	118,946	120,163	122,596	124,872	88,217
15	78,791	101,803	114,321	116,920	118,220	119,520	122,119	124,633	125,889	127,144	129,657	132,006	92,496
16		106,930	120,084	122,806	124,167	125,529	128,250	130,879	132,193	133,507	136,136	138,583	97,153
17		109,252	122,501	125,235	126,600	127,969	130,702	133,340	134,658	135,976	138,613	141,060	99,402
18		110,030	123,374	126,119	127,490	128,864	131,610	134,255	135,577	136,899	139,544	141,991	100,109
19		110,806	124,246	127,003	128,380	129,760	132,518	135,170	136,497	137,823	140,474	142,921	100,814
20		111,548	125,016	127,773	129,151	130,529	133,287	135,939	137,266	138,593	141,244	143,690	101,535
21		111,774	125,271	128,026	129,405	130,783	133,542	136,194	137,520	138,847	141,499	143,945	101,740
22		112,000	125,524	128,280	129,659	131,039	133,796	136,448	137,775	139,098	141,753	144,198	101,945
23		112,226	125,778	128,535	129,914	131,292	134,050	136,702	138,029	139,355	142,007	144,452	102,150
24		112,453	126,033	128,789	130,169	131,546	134,304	136,957	138,284	139,610	142,261	144,707	102,356
25		112,828	126,455	129,211	130,591	131,968	134,727	137,379	138,706	140,032	142,683	145,129	102,697
26		114,590	128,401	131,159	132,537	133,914	136,673	139,325	140,652	141,977	144,630	147,075	104,320

2026-27	DFUT	BA	BA+30	MA	MA+10	MA+15	MA+20	MA+30	MA+40	MA+45	MA+50	MA+60	MA+75/PHD	Nurse
Step	BA	BA+30	MA	MA+10	MA+15	MA+20	MA+30	MA+40	MA+45	MA+50	MA+60	MA+75/PHD	Nurse	
1	60,153	65,544	68,973	70,978	71,980	72,983	74,988	77,185	78,282	79,381	81,577	83,605	60,153	
2	62,541	68,230	72,157	74,204	75,229	76,252	78,302	80,519	81,631	82,739	84,958	87,013	62,541	
3	64,939	70,922	75,339	77,428	78,472	79,518	81,607	83,851	84,972	86,095	88,339	90,412	64,939	
4	67,319	73,620	78,526	80,655	81,720	82,787	84,917	87,182	88,315	89,447	91,713	93,812	67,319	
5	69,706	76,305	81,708	83,880	84,968	86,056	88,229	90,519	91,663	92,809	95,098	97,216	69,706	
6	71,916	78,823	84,894	87,112	88,222	89,331	91,549	93,762	94,869	95,976	98,189	100,332	71,916	
7	74,044	81,332	88,075	90,334	91,465	92,595	94,855	97,186	98,352	99,519	101,849	104,020	74,044	
8	76,342	83,850	91,258	93,558	94,710	95,859	98,158	100,515	101,693	102,871	105,229	107,419	76,342	
9	78,406	86,369	94,451	96,790	97,960	99,130	101,469	103,843	105,030	106,216	108,590	110,804	78,406	
10	80,761	88,878	97,654	100,041	101,233	102,428	104,815	107,217	108,417	109,616	112,019	114,252	80,761	
11	80,761	91,389	100,868	103,299	104,512	105,728	108,154	110,579	111,790	113,003	115,428	117,687	83,040	
12	80,761	94,274	104,089	106,557	107,793	109,028	111,501	113,946	115,168	116,391	118,836	121,124	85,660	
13	80,761	97,689	107,298	109,815	111,072	112,331	114,846	117,310	118,540	119,771	122,233	124,556	88,761	
14	80,761	99,518	110,517	113,071	114,347	115,624	118,179	120,672	121,920	123,167	125,661	127,994	90,423	
15	80,761	104,348	117,179	119,843	121,176	122,508	125,172	127,749	129,036	130,323	132,899	135,306	94,808	
16		109,604	123,086	125,876	127,271	128,667	131,457	134,151	135,498	136,844	139,540	142,048	99,582	
17		111,983	125,564	128,365	129,765	131,168	133,969	136,673	138,025	139,376	142,079	144,586	101,887	
18		112,780	126,459	129,272	130,678	132,086	134,901	137,612	138,966	140,322	143,033	145,540	102,612	
19		113,577	127,352	130,178	131,590	133,004	135,831	138,549	139,909	141,269	143,986	146,494	103,335	
20		114,337	128,142	130,967	132,379	133,792	136,619	139,338	140,698	142,057	144,775	147,282	104,074	
21		114,568	128,402	131,227	132,640	134,053	136,880	139,599	140,958	142,318	145,037	147,543	104,284	
22		114,800	128,662	131,487	132,901	134,315	137,141	139,859	141,219	142,576	145,297	147,803	104,494	
23		115,031	128,923	131,748	133,162	134,574	137,402	140,119	141,480	142,839	145,557	148,064	104,704	
24		115,265	129,184	132,009	133,424	134,835	137,661	140,381	141,741	143,101	145,817	148,324	104,915	
25		115,649	129,617	132,442	133,855	135,267	138,095	140,814	142,174	143,532	146,250	148,757	105,265	
26		117,454	131,611	134,438	135,851	137,262	140,090	142,808	144,168	145,527	148,245	150,752	106,928	

SCHEDULE 6

Coaching and Co-Curricular Stipends

CO-CURRICULAR ACTIVITIES		Starting 2023-2024				Starting 2023-2024				COACHING STIPENDS		Schedule 6	
Category A	Category	Step 1	Step 2	Step 3	Sport	Step 1	Step 2	Step 3	Category A	Sport	Step 1	Step 2	Step 3
Category A	Assistant Director/Choreographer (HS) (MS)	\$2,814.49	\$3,153.79	\$3,493.10	Varsity Football	\$5,854.16	\$6,573.42	\$7,292.70	Varsity Football	Varsity Football	\$5,854.16	\$6,573.42	\$7,292.70
	Harmonaires (grades 4 & 5 @ SH) (MS)												
	Orchestra (HS) (MS)												
	Peer Tutoring (HS)												
	Play Director (HS) (MS)												
Category B	Auditorium Use Facilitator	\$2,244.52	\$2,512.59	\$2,780.66	Varsity Soccer	\$5,679.41	\$6,376.83	\$7,074.26	Varsity Soccer	Varsity Soccer	\$5,679.41	\$6,376.83	\$7,074.26
	Destination Imagination (x2 HS) (MS) (x3 SH)				Varsity Basketball				Varsity Basketball	Varsity Basketball			
	DFMS Newspaper (MS)				Varsity Cross Country				Varsity Track	Varsity Track			
	Literary Magazine (Orpheus) (HS)				Varsity Indoor Track - Winter				Varsity volleyball	Varsity volleyball			
					Varsity Lacrosse				Varsity Cheerleading (Fall & Winter)	Varsity Cheerleading (Fall & Winter)			
Category C	11th Grade Advisor (HS)	\$1,646.06	\$1,839.30	\$2,032.56	Category C	\$5,066.47	\$5,687.27	\$6,308.08	Jr. Varsity Soccer	Jr. Varsity Soccer	\$5,066.47	\$5,687.27	\$6,308.08
	12th Grade Advisor (HS)				Jr. Varsity Baseball				Jr. Varsity Softball	Jr. Varsity Softball			
	Math Olympiad (grades 4 & 5) (SH)				Jr. Varsity Lacrosse				Jr. Varsity Volleyball	Jr. Varsity Volleyball			
	Math Olympiad (grades 6 & 7/8) (MS)												
Category D	10th Grade Advisor (HS)	\$926.47	\$1,029.79	\$1,133.10	Category D	\$4,670.46	\$5,241.76	\$5,813.07	Asst. Indoor Track	Asst. Indoor Track - Winter	\$4,670.46	\$5,241.76	\$5,813.07
	7th/8th Grade Peer Tutoring (MS)				Asst. Varsity Basketball				Asst. Varsity Soccer	Asst. Varsity Soccer			
	9th Grade Advisor (HS)				Asst. Varsity Baseball				Asst. Varsity Softball	Asst. Varsity Softball			
	Anime (HS) (MS)				Asst. Cheerleading				Varsity Tennis	Varsity Tennis			
	Art Club (HS)				Asst. Cross Country				Asst. Track - Spring	Asst. Track - Spring			
Category E	BIPOC Student Union (HS)				Asst. Varsity Football				Asst. Volleyball	Asst. Volleyball			
	Book Club (HS)												
	Chess Club (MS)												
	Coder 2 (MS)												
	Community Service (HS)												
Category F	Creative Writing (HS)				Category E	\$4,077.96	\$4,575.21	\$5,072.45	Modified Lacrosse	Modified Lacrosse	\$4,077.96	\$4,575.21	\$5,072.45
	Digital Media Club (SH)				Bowling				Modified Soccer	Modified Soccer			
	Drama Club (HS) (MS)				Varsity Golf				Modified Softball	Modified Softball			
	Ecology (HS) (SH)				Modified Baseball				Modified Spring Track	Modified Spring Track			
	Ecology/Adventure (MS)				Modified Basketball				Modified Volleyball	Modified Volleyball			
Category G	EIA Academy Advisor (SH)												
	French Honor Society (MS)												
	FUNDraising (HS)												
	Gaming Club (MS)												
	Girls Glee & Flights (MS)												
Category H	Girls Who Code (MS)												
	GSA (HS)												
	New Activities												
					Intramural Stipends				Longevity Stipends are as follows:				
									\$56.82				10%
									\$58.52				15%
									\$60.28				20%
									\$62.09				