



# **AGREEMENT**

**BY AND BETWEEN**

**THE DOBBS FERRY UNION FREE SCHOOL DISTRICT**

**AND**

**THE DOBBS FERRY ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2023 - JUNE 30, 2026**

## TABLE OF CONTENTS

ARTICLE	CONTENTS	PAGE
<b>I</b>	<b>RECOGNITION</b>	<b>3</b>
	A. UNCHALLENGED REPRESENTATION STATUS	3
<b>II</b>	<b>ASSOCIATION RIGHTS</b>	<b>3</b>
	A. NEW ADMINISTRATORS	3
	B. DUES DEDUCTIONS	3
	C. OTHER ASSOCIATION RIGHTS	3
<b>III</b>	<b>RIGHTS OF THE BOARD OF EDUCATION</b>	<b>3</b>
<b>IV</b>	<b>NO DISCRIMINATION; ADMINISTRATOR RECRUITMENT, DEVELOPMENT, AND PROMOTION</b>	<b>4</b>
	A. NO DISCRIMINATION	4
	B. ADMINISTRATOR RECRUITMENT	4
<b>V</b>	<b>ADMINISTRATORS' STATUS AND RIGHTS</b>	<b>4</b>
	A. TENURE	4
	B. ADMINISTRATOR FILES	4
	C. TERMINATION OF EMPLOYMENT	5
	D. ADMINISTRATORS' CHILDREN	5
	E. ATTENDANCE AT CONFERENCES	5
	F. EMPLOYEE ASSISTANCE PROGRAM	5
	G. MENTORING	6
<b>VI</b>	<b>HOURS AND WORKING CONDITIONS</b>	<b>6</b>
	A. HAZARDOUS WORKING CONDITIONS	6
<b>VII</b>	<b>COMPENSATION/EVALUATION</b>	<b>6</b>
<b>VIII</b>	<b>EMPLOYEE BENEFITS</b>	<b>8</b>
	A. HEALTH INSURANCE	8
	B. WELFARE FUND	8
	C. LIABILITY INSURANCE COVERAGE	9
	D. WORKERS' COMPENSATION	9
	E. TAX SHELTERED ANNUITIES AND NYSUT BENEFIT TRUST	9
	F. SICK LEAVE	9
	G. ILLNESS OR DEATH IN FAMILY	10
	H. PERSONAL BUSINESS	10
	I. ANNUAL PHYSICAL	11
	J. LEAVES GRANTED TO DFAA OFFICERS	11
	K. VACATION	11
	L. HOLIDAYS	11
	M. JURY DUTY	12
	N. INCLEMENT WEATHER DAYS	12

<b>IX</b>	<b>EXTENDED LEAVES</b>	<b>11</b>
	A. LEAVE WITHOUT PAY	11
	B. MATERNITY LEAVE	12
	C. CHILD CARE LEAVE	12
	D. MILITARY SERVICE	12
	E. CONVERSION OF SICK LEAVE FOR BONDING WITH CHILD	12
<b>X</b>	<b>PAYMENT FOR ACCUMULATED SICK LEAVE UPON RETIREMENT</b>	<b>13</b>
<b>XI</b>	<b>GRIEVANCE POLICY AND PROCEDURE</b>	<b>13</b>
	A. GRIEVANCE DEFINITION	13
	B. STAGE I	13
	C. STAGE II	13
<b>XII</b>	<b>MISCELLANEOUS PROVISIONS</b>	<b>13</b>
	A. COPIES OF AGREEMENT	13
	B. DURATION OF AGREEMENT	13
<b>XIII</b>	<b>AGREEMENT IMPLEMENTATION BY LEGISLATION</b>	<b>14</b>

## APPENDICES

<b>APPENDIX</b>	<b>CONTENTS</b>	<b>PAGE</b>
<b>A</b>	<b>EMPLOYEE ASSISTANCE PROGRAM</b>	<b>-</b>
<b>B</b>	<b>PRINCIPAL APPR EXAMPLES OF EVIDENCE/ARTIFACTS</b>	<b>-</b>
<b>C</b>	<b>PRINCIPAL APPR – OTHER MEASURES OF EFFECTIVENESS AND COMPOSITE SCORES</b>	<b>-</b>
<b>D</b>	<b>PRINCIPAL APPR – APPEALS PROCESS</b>	<b>-</b>
<b>E</b>	<b>PRINCIPAL APPR – PRINCIPAL IMPROVEMENT PLAN</b>	<b>-</b>

## **AGREEMENT**

This is an agreement between the Dobbs Ferry Administrators Association (hereinafter referred to as the "DFAA") and the Board of Education of the Dobbs Ferry Union Free School District, Westchester County, New York (hereinafter referred to as the "Board").

### **ARTICLE I RECOGNITION**

#### **A. Unchallenged Representation Status**

The Board has recognized the DFAA as exclusive collective negotiation representative of the employees in a negotiating unit consisting of all full-time and part-time Principals; Assistant Principals; Director of Athletics, Health, and Physical Education; Director of Instructional Technology; Supervisor of Student Support Services; and other certified administrators excluding the Superintendent, Assistant Superintendents, Deputy Superintendents and any managerial or confidential positions. The parties agree to extend unchallenged representation status for the maximum period authorized by law.

### **ARTICLE II ASSOCIATION RIGHTS**

#### **A. New Administrators**

By August 1 of each school year, names, addresses and telephone numbers of new administrators hired prior to that time will be made available to the DFAA. For administrators hired subsequently, the DFAA shall be notified within ten (10) days after their appointment.

#### **B. Dues Deductions**

The Board agrees to membership dues deduction from the salary of any member of the bargaining unit if authorized by the unit member in writing.

Unit members who wish to discontinue dues deductions previously authorized must notify both the Superintendent and the DFAA in writing of such change by September 15 of any given year.

#### **C. Other Association Rights**

The DFAA 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.

The DFAA may use administrator mail boxes for communication with unit members.

### **ARTICLE III RIGHTS OF THE BOARD OF EDUCATION**

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.

This agreement shall be limited to relations between the Board, the Superintendent of Schools, and the members of the professional staff represented by the DFAA.

#### **ARTICLE IV**

### **NO DISCRIMINATION, ADMINISTRATOR RECRUITMENT, DEVELOPMENT AND PROMOTION**

#### **A. No Discrimination**

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

#### **B. Administrator Recruitment**

The Superintendent shall notify unit members of all administrative vacancies at the same time other recruitment agencies are notified. In filling such vacancies, due consideration shall be given to administrators currently employed in the District.

#### **ARTICLE V**

### **ADMINISTRATORS' STATUS AND RIGHTS**

#### **A. 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 administrators shall receive notification of the Superintendent's determination in regard to the Superintendent's recommendation for tenure 60 days prior to the end of the probationary period.

#### **B. Administrator Files**

No evaluation materials, excluding references and information obtained in the process of evaluating the administrator for employment, shall be placed in an administrator's file unless the administrator has an opportunity to read the material. Administrators 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 administrator has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

The administrator shall have the right to answer within twenty (20) school days any material filed, and the administrator's answer shall be reviewed by the Superintendent and attached to the file copy.

All official administrator files shall be maintained in the central administrative offices.

Material received from outside the District derogatory to an administrator's conduct, service, character or personality shall not immediately be placed in an administrator's permanent file. When such material is received, the administrator 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.

An administrator shall have the right to comment in writing upon any material received from outside the schools. The comments shall be attached to such material. The entire matter will be reviewed and responded to by the Superintendent for final disposition.

Administrators shall be given access to their files for good cause in addition to any requests made pursuant to Item 2 above.

Original file material shall not be removed from the Central Administrative Offices.

By means of a written request, administrators 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 administrators may reproduce material in their files.

Administrators will keep their files up-to-date on forms supplied by the District 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.

C. **Termination of Employment**

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

D. **Administrators' Children**

Administrators employed by the District on or before the effective date of this Agreement, shall be permitted to enroll their children in the Dobbs Ferry schools without tuition, so long as the cost of the education of such children shall not increase the cost (including additional Special Education costs) for the School District. This provision does not apply to Administrators employed after the effective date of this Agreement.

E. **Attendance at Conferences**

The Superintendent may approve the attendance at conferences of members of the administrative staff at District expense. Such approval shall be based primarily upon the benefits which may accrue to public education in the District as a result of the individual's attendance and shall also be subject to available budget funds.

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 reimbursement should be at least equal to that offered by the State of New York for its employees.

F. **Employee Assistance Program**

An Employee Assistance Program shall be established to assist all unit members in resolving personal difficulties. The Welfare Fund and the District will contribute equally for the program. A committee to oversee the program will be selected. A coordinator will be selected.

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

G. **Mentoring**

New members to the DFAA will be assigned an administrative mentor for the first year of employment with the District. If the DFAA and District agree that a second year of mentoring would be mutually beneficial, a mentor will be assigned accordingly. Duties of the mentor and mentee will be in alignment

with the DFAA Mentoring Handbook. Compensation for Administrative Mentors effective July 1, 2023 shall be: \$2,000.

## **ARTICLE VI HOURS AND WORKING CONDITIONS**

### **Hazardous Working Conditions**

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

## **ARTICLE VII COMPENSATION/EVALUATION**

For the 2023-2024 school year, the base salary shall be the unit member's base salary during the 2022-2023 school year plus an amount based on their evaluation on the Annual Professional Performance Review ("APPR") or the extent to which goals have been met, as applicable. For each unit member with a rating of ineffective or developing their base salary shall be increased by 1.0%. For each unit member with a rating of effective, their base salary shall be increased by 2.5%. For each unit member with a rating of highly effective, their base salary shall be increased by 3.0%.

For the 2024-2025 school year, the base salary shall be the unit member's base salary during the 2023-2024 school year plus an amount based on their evaluation on the APPR or the extent to which goals have been met, as applicable. For each unit member with a rating of ineffective or developing their base salary shall be increased by 1.0%. For each unit member with a rating of effective, their base salary shall be increased by 2.5%. For each unit member with a rating of highly effective, their base salary shall be increased by 3.0%.

For the 2025-2026 school year, the base salary shall be the unit member's base salary during the 2024-2025 school year plus an amount based on their evaluation on the APPR or the extent to which goals have been met, as applicable. For each unit member with a rating of ineffective or developing their base salary shall be increased by 1.0%. For each unit member with a rating of effective, their base salary shall be increased by 2.5%. For each unit member with a rating of highly effective, their base salary shall be increased by 3.0%.

Payment for each school year shall be based upon the APPR rating received by each unit member from the prior school year, or the extent to which goals from the prior school year have been met. The increase shall be reflected in the payroll by September 1 or as soon as is practicable thereafter, retroactive to July 1st of that school year. Such payment shall be made by applying the percentage to the base salary of the unit member.

### **Evaluation Procedures**

#### *1. Observations:*

The Superintendent as part of the observation process shall ensure that any deficiency, that is observed by the Superintendent or the Assistant Superintendent of Curriculum and Instruction and is documented, in writing, along with constructive and specific ways in which the Building Principal may improve upon those deficiencies. The purpose of this is to give the administrator notice of the perceived deficiency and the opportunity to improve. The substance of the Superintendent's evaluation and performance based pay decision shall be final and binding and not grievable, or subject to appeal to the Board of Education or a court of law; however, the procedural aspects are subject to appeal to the Board of Education for its final and binding decision.

*Evaluation Procedures:*

Principals: A minimum of two (2) formal observations (one unannounced) will be conducted each year.

Conduct of Observations:

- Formal monitoring or observation of the performance of a Principal shall be conducted openly and with knowledge of the Principal
- Observations will be conducted only by the Superintendent or Assistant Superintendent of Curriculum and Instruction.
- Observation shall be at least thirty (30) minutes in duration
- With the exception of the unannounced observations all formal observations must be scheduled fifteen (15) school days in advance
- Pre-observation meetings will be held no later than one (1) week of the formal observation to discuss planned activities to be observed and related MPPR rubric domain that will be the focus of the observation.
- Post-observation meeting to be held no later than one (1) week of the formal observation and a written summary, including any suggested guidance, which is to be delivered to principal within one (1) week of the post-observation meeting on a form to be mutually agreed-upon by the parties.
- Principal shall have one (1) week to submit a response to the observation including any supporting documentation.
- There shall be a mid-year consultation between the Superintendent of Schools and their designee(s) and each member of the bargaining unit (held between 12/15 and 2/1), at which time the bargaining unit member will be apprised in writing of any area(s) of concern with respect to progress towards attaining annual goals at the Ineffective or Developing Level. Otherwise, no such meeting shall be required. The mid-year evaluation is meant to provide the building principal with constructive feedback as to progress that is being made on selected goals and on each domain with the MPPR.
- A single formal or informal written observation by an observer in any one (1) year shall not be considered as the sole basis for the termination of service.
- Evaluations of Principals shall not be forwarded to any other agency or prospective employer without the written consent of the Principal.

2. *End of the Year Evaluation:*

Principal Option:

If the principal successfully submits, as part of the end of the year evaluation, two (2) supporting school documents, per domain, from the list of suggested artifacts (Appendix B) and all are free from substantial and material error and effectively achieved intended purpose, the building principal will receive credit towards the points on the respective domains. If the evaluator did not observe a domain(s) or subdomain(s) the artifacts shall be used to determine whether the domain or subdomain was successfully addressed. If any document that has been attached is determined by the Superintendent to contain a substantial and material error, or to be ineffective in its intended purpose, that document will result in the reduction of one (1) out of the ten (10) assigned points. The Superintendent within the end of the year evaluation must provide factual basis for any document that is not accepted.

The Superintendent upon review of the submitted school documents, and observation summary and responses shall complete the end of the year evaluation on the form provided in Appendix with assigned point total and deliver it to the building principal not later than August 15<sup>th</sup>.



## **ARTICLE VIII EMPLOYEE BENEFITS**

### **A. Health Insurance**

1. Effective July 1, 2012, unit members shall pay 20% of the premium cost for individual or family health insurance under the District's plan.
2. New hires as of 7/1/06 whose spouse has available two-person or family coverage shall not be eligible for two person or family health insurance by the District.
3. Effective 7/1/01, administrators who opt not to be insured by the District will be reimbursed 50% of the individual health premium.
4. The District shall participate in the Statewide Schools Cooperative Health Consortium (SWSCHP) Surgical/Medical and Major Medical expense plan, for individual and dependent coverage. Any administrator 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. It is understood that retirees will continue to have the same rights under the SWSCHP as they have under New York State Law.
6. Any change of insurance carrier except any insurance carrier(s) selected by the SWSCHP shall be by written agreement of the parties hereto.
7. Part-time administrators will receive benefits on a pro-rated basis.
8. If a part-time administrator is covered by another medical plan, the District is not required to insure the administrator as part of SWSCHP.
9. Upon retirement from the District to receive pension benefits from the New York State Teachers' Retirement System after at least seven (7) years of employment with the District, the Board will provide health insurance coverage for the retiree and spouse in the administrator's retirement. The District will pay 50% of the premium cost of individual, two-person or family plan and the retiree shall pay 50% of the cost of such coverage.

### **B. Welfare Fund**

The District shall pay to the Trustees of the DFUT Welfare Fund on behalf of each member of the bargaining unit an amount equal to the amount contributed on behalf of teachers.

### **C. Liability Insurance Coverage**

The Board will maintain, if available, general liability coverage with limits of at least \$1,000,000, \$2,000,000 for bodily injury and \$100,000 for property damage, wherein all members of the administrative staff 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.

**D. Worker's Compensation**

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

**E. Tax Sheltered Annuities**

The Board agrees to accept payroll deduction authorization from any administrator for the purchase of tax sheltered annuities, variable and/or fixed. Monies collected shall be forwarded to a central depositor chosen by the DFAA.

The Board, by accepting payroll deductions for either tax sheltered annuities or items in the NYSUT benefit trust shall be indemnified by the unit member and the DFAA from any liability of any kind. The Board does not, by agreeing to payroll deductions, indicate its approval or disapproval of any annuity chosen by the administrators or the DFAA.

**F. Sick Leave**

1. Any administrator covered by this agreement shall be allowed fifteen (15) work days of sick leave in any one work year without loss of pay.
2. If such administrator 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. An administrator's allowance at any time will consist of the sum of the unused portion, if any, of the fifteen (15) days allowed for the current year, plus accumulated days as above defined, including days earned in other positions in the Dobbs Ferry School District. An unlimited amount of sick leave days may be accumulated.
3. Sick leave is hereby defined to mean absence of the administrator from duty because of personal disability due to illness or injury, or exclusion from school by the School Medical Inspector, or on account of a contagious disease or being quarantined by such a disease in his immediate family. A physician's certificate is required for an absence of five (5) or more successive or same illness or injury related school days.
4. Any administrator whose absence due to sickness exceeds his total sick leave allowance shall have 1/240 (one two-hundredth and fortieth) of his annual base salary deducted from each such additional day of absence.
5. Any administrator whose assignment changes from part-time to full-time shall have his accumulated sick leave converted by multiplying previously accumulated sick leave days by the previous percentage of assignment of total duties (e.g., an administrator on 3/5 assignment who has accumulated fifteen days and now changes to full assignment shall be credited with  $15 \times 3/5 = \text{nine (9)}$  days of accumulated "full rate" sick leave).
6. Records kept in the Superintendent's office shall determine the number of accumulated days of sick leave credit. For each absence, the administrator shall report the reason therefore on the forms provided for this purpose.

7. Administrators retiring will be paid \$50.00 per day for accumulated sick leave in excess of 250 days. Payment is capped at \$2,500.00.
8. Catastrophic Illness Bank. A sick bank shall be created with the District contributing twenty-five (25) days in the aggregate on a one-time basis. Each member of the bargaining unit may opt to contribute up to three (3) of their personal sick leave days per year. The sick leave bank may be accessed by participating unit members only, after the exhaustion of their personal accruals of sick leave and any personal leave days. Such days shall be available in the event of a long term illness or disability (exceeding 60 calendar days' duration) that is substantiated through appropriate medical documentation. The sick leave bank shall be administered by one bargaining unit representative and the Superintendent of Schools or their administrative designee.

In the event of a tie vote among the sick leave bank administrators, the matter may be presented for final determination by the Board of Education following medical review by a medical specialist in the area of illness or disability who is jointly selected by the trustees to conduct an examination/evaluation. There shall be a 50-day limitation on any individual unit member's use of sick leave bank days, in the aggregate, during their time of service in the District.

#### **G. Illness or Death in Family**

1. In addition to leave for illnesses above defined, the administrator will be allowed absence with full pay for serious illness or accident in the immediate family in any one year not to exceed four (4) days. After four (4) days, the absence is to be deducted from personal sick leave allowance. Individuals belonging to the immediate family are defined as husband, wife, mother, father, child, sister, brother and grandparents.
2. In very exceptional circumstances, the Superintendent may for good cause also extend these "leave for illness" provisions with reference to others residing in the same household as the administrator requesting the leave. This decision of the Superintendent shall be binding and not subject to be reviewed by the administrator or the DFAA.
3. In case of death of a member of the immediate family as above defined, or death of a father-in-law or mother-in-law, the unit member shall be allowed a leave of absence with full pay not to exceed five (5) days. This leave is exclusive of allowance for unit member's personal disability and illness or accident in the immediate family.
4. 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.

#### **H. Personal Business**

1. Two full-days or four half-days of absence shall be allowed for personal business reasons without loss of pay, subject to the approval of the Superintendent in advance. Absences are not allowed preceding or following holidays except with special permission of the Superintendent of Schools. This provision is intended to help administrators meet personal emergencies and the 2 or 4 absences respectively are in no way to be interpreted as days of absence due the administrator.
2. An administrator who wishes to have a personal business absence will present the request in writing to the Superintendent for approval as far in advance as possible. The excused absence will then be noted on the payroll as authorized without deduction. No reason need to be given if

three (3) days' notice is given; a reason from a checklist will be given if less than three (3) days' notice is given. An opinion to convert two (2) sick days to one personal day at the discretion of the Superintendent will be provided. Personal days on Fridays or Mondays shall require a reason from the checklist.

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

I. **Annual Physical**

A yearly physical examination will be paid for by the School District. The actual amount paid will be the remaining balance after that paid by health insurance coverage.

J. **Leaves Granted to DFAA Officers**

The President of the DFAA or a designated delegate shall be permitted no more than two (2) days to attend meetings of the county, state, and national administrator's 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.

K. **Vacation**

Twelve-month Administrators shall receive twenty-five (25) vacation days. Bargaining unit members shall not be required to report to work during mid-year recess periods, (e.g., winter break, spring break or other mid-year break) as well as on legal holidays and shall be entitled to receive pay for those days. Vacation days are to be granted with the Superintendent's approval. No vacation days may be accumulated beyond the year that they are granted.

**Vacation Buy-back:** Due to the significant time commitment for implementing the new APPR for classroom teachers and the Common Core, unit members have been constrained in their ability to utilize vacation days during such school years, each unit member shall be allowed to liquidate up to two (2) unused vacation days for a cash payout at the per diem rate of 1/240<sup>th</sup> of annual base salary.

L. **Holidays**

The holidays granted with pay to Administrators shall be the same as those granted to the District's twelve-month clerical. In the event the clerical bargaining unit negotiates a change in the number of holidays this contract may be reopened by either party for further negotiations on this topic.

M. **Jury Duty**

Unit members required to report to jury duty shall receive their full pay and fringe benefits during a period of jury service.

N. **Inclement Weather Days**

Whenever the School District is closed due to inclement weather or other extraordinary circumstances, the unit members shall not be required to report to work and shall be entitled to pay for such day(s). While unit members are not expected to work on inclement weather and other emergency closing days, it is understood that they may be required to perform certain administrative

functions from home in a limited capacity, and/or to communicate with the Superintendent of Schools or others on an as-needed basis.

## **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 an administrator on leave without pay, shall not be assumed by the District. The administrator 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.

### **B. Maternity Leave**

1. A pregnant unit member will be treated the same as any other employee disabled for any other medical reason insofar as sick leave benefits are concerned. The unit member shall notify the Superintendent of Schools no later than six months after the pregnancy has definitely been determined. The unit member may work until the unit member and their physician determine whether duties can continue to be performed. The unit member's physician will notify the Superintendent in writing that the unit member is disabled. This notification shall be given five (5) calendar days in advance of the beginning of the disability leave except in the case of emergency.
2. When it is anticipated that the unit member is able to return to work, notification shall be submitted to the Superintendent in writing of the date of return and also provide a written statement from the unit member's physician supporting her intended return date.

### **C. Child Care Leave**

1. The administrator will be granted upon written application to the Superintendent, a child care leave without pay, for up to eighteen (18) months after the birth of a child or, if applicable, for up to eighteen (18) months after the unit member's physician determines the unit member is no longer disabled or on expiration of sick leave, whichever is earlier. Where the unit member is entitled to use sick leave as a result of illness or disability, the intention to transfer from sick leave to child care leave shall be communicated in writing at least fifteen (15) calendar days prior to the anticipated date of transfer. If the unit member wishes to be granted more time, an application for extension may be granted at the discretion of the Board of Education. Unit members on unpaid leave must submit to the Superintendent a letter of intent to return to work a minimum of one hundred twenty (120) days prior to either September 1 or the beginning of the second semester (approximately February 1) when they decide to return.
2. 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. Military Service**

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

**E. Conversion of Sick Leave for Bonding with Child**

When a unit member's spouse or domestic partner has a newborn child, or when a unit member has a newly born, adopted or fostered child, they may convert up to 10 days of their sick leave accruals per child to wellness leave days that may be used for the purposes of bonding with the newborn, adopted, or fostered child. Conversion of sick leave days for wellness purposes must be requested at least thirty (30) days prior to use of these days, absent unforeseen circumstances, or the request to convert such days may be denied. These wellness leave days must be taken on consecutive workdays and their use shall commence no later than the third workday following birth, fostering, or adoption of a child. In extenuating circumstances, the unit member may make application to the Superintendent of Schools to convert more than 10 sick leave days to wellness leave days, provided that the Superintendent's decision either approving or denying the request for conversion of additional sick leave days shall be final and binding in all regards and shall not be subject to review through the contractual grievance process.

**ARTICLE X  
PAYMENT FOR ACCUMULATED SICK LEAVE ON RETIREMENT**

Unit members who resign from the District for the purpose of retirement to receive pension benefits from the New York State Teachers' Retirement System on January 31st or June 30th of any school year with a minimum of seven (7) years of service to the District will be entitled to receive payment for their unused, accumulated sick leave days, up to a maximum of 250 such days, at 50% of their per diem rate of pay (1/240th of annual salary). The payment received hereunder will be made as into the retiring unit member's Section 403(b) tax sheltered annuity account, as a non-elective, direct employer contribution, without a cash option in three equal installments by no later than the month of November following the fiscal year of the unit member's retirement, with the second and third payments to be received during the month of November in the two fiscal years following the unit member's fiscal year of retirement.

**ARTICLE XI  
GRIEVANCE POLICY AND PROCEDURES**

**A. Grievance Definition:**

A grievance is hereby defined as an alleged violation, misinterpretation or misapplication of a specific provision set forth in this Agreement.

**B. Stage I**

An administrator having a grievance may submit it in writing to the Superintendent, either directly or through a representative. The Superintendent shall respond in writing within ten (10) school days. Any grievance that is not submitted in writing within thirty (30) calendar days shall be deemed to be waived and will not be processed further.

**C. Stage II**

If the matter is not resolved, the grievant or the grievant's representative may file an appeal in writing with the Board of Education within ten (10) school days. The Board of Education shall respond in writing in a timely fashion. The decision of the Board of Education shall constitute a

final determination regarding a grievance.

### **ARTICLE XIII MISCELLANEOUS PROVISIONS**

#### **A. Copies of Agreement**

Copies of the Agreement shall be reproduced by the Board at its expense and shall be made available to all administrators by the DFAA.

#### **B. Duration of Agreement**


Except as otherwise expressly stated herein, this agreement shall be effective as of July 1, 2023 and shall remain in effect through June 30, 2026. Negotiations for a successor agreement shall commence on April 1, 2026, or at such time as is mutually agreed, with the first meeting to consist of an exchange of proposals.

### **ARTICLE XIV 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 therefor, 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 12th day of September, 2023.

BY:

  
\_\_\_\_\_  
JEAN LUCASEY, President  
DFUFSD Board of Education

BY:

  
\_\_\_\_\_  
PATRICK MUSSOLINI, President  
DFAA

  
\_\_\_\_\_  
KENNETH SLENTZ  
Superintendent of Schools