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# ***Memorandum of Agreement***

*between the*

Spencerport Teachers Association

*and the*

Spencerport Central School District

Except as revised, amended, or changed below, both parties agree to integrate the language of the July 1, 2015 – June 30, 2018 agreement between the Spencerport Teachers Association and the Spencerport Central School District into a successor agreement for the period of July 1, 2018 to June 30, 2020.

This Memorandum of Agreement shall be subject to final ratification by the membership of the Spencerport Teachers Association and the members of the Board of Education for the Spencerport Central School District.

*It is agreed that the full collective bargaining agreement between the parties for the term of July 1, 2018 through June 30, 2021 will be edited to conform with current practices and titles (e.g., replace all occurrences of Blue Point 2 with RASHP 2, change Assistant Superintendent of Schools to Assistant Superintendent for Human Resources, replace all instances of Aesop with Absence Management, replace all reference of staff development with professional development except for reference to Curriculum & Staff Development Council, replace all occurrences of 3012-c with 3012-d ).*

**ARTICLE 4 – PROFESSIONAL RIGHTS, DUTIES AND OBLIGATION**

*Amend the monetary amount in section D.1.as follows:*

D. Curriculum Planning

1. Compensated for time spent at regularly scheduled work times that take place outside normal school hours at the rate of $34 per hour.

**ARTICLE 5 – TEACHER OBSERVATION AND EVALUATION**

*Amend section E. 2. as follows and remove all occurrences of the word “written” within the entire article:*

1. Number of Observations for Unit Members Covered by Education Law 3012-D

2. For tenured unit members there shall be a minimum of one announced and one unannounced observation each school year prior to April 15. The announced observation will be scheduled on or after October 1 unless a unit member volunteers to be scheduled prior to this date.

**ARTICLE 13 – PLANNING PERIOD**

*Amend section D as follows:*

D. On days when there are meetings or special events (e.g., field trips, assemblies) and regularly

scheduled planning time is missed, the principal will work with the unit member to find an

acceptable alternative (e.g. early release, late arrival, classroom coverage, flexible scheduling, etc.)

**ARTICLE 14 – ELEMENARY INTRAMURALS**

*Insert the following text as the second paragraph and delete the existing second paragraph:*

If the physical education teachers continue to have intramurals prior to or after the unit member’s normal work day for the whole school year, they will be paid an annual stipend of $559. The stipend will be pro-rated if intramurals are held for less than a full year or if split equally among two unit members.

**ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

*Amend text as follows: change al instance of “staff development” to “professional development” and change all instances of “in-service credit” to “in-service” hours”:*

Work in the following areas of professional development will be considered for in-service hours and/or compensation.

A. In-district and out-of-district professional development courses (excluding courses taken for graduate credit and conferences)

B. District committees

C. Travel

D. Authorship and research

E. Other professional activities

F. Professional Development provided by unit members

Specific Procedures:

Any in-district sponsored professional development course or district committee will not require prior approval. All other forms of professional development work requires prior approval on the request for in-service credit form. These requests must be submitted prior to the initiation of the work to the school principal who shall forward the request to the Assistant Superintendent for Instruction for approval. The Assistant Superintendent for Instruction will make the final decision of acceptance or rejection of all requests for in-service hours.

Unit members new to the district may submit a request for in-service hours in accordance with district procedures within thirty (30) days after they start teaching if already enrolled in a course or project.

The Assistant Superintendent for Instruction or designee has full responsibility for insuring that attendance and work requirements are fulfilled.

The Assistant Superintendent for Instruction or designee is responsible for granting in-service hours and/or compensation upon receipt of proof that the work has been completed.

Unit members can receive compensation for in-service hours once they reach 15 clock hours and will earn one in-service credit. These hours are accumulated through a unit member’s attendance at the different events outlined above and the Professional Development Office and Human Resource Office will keep track of the time.

A. Professional Development Courses (excluding courses taken for graduate credit and conferences):

Unit members will earn in-service hours and/or compensation for in-district and approved out-of-district professional development courses as follows:

1. In-district sponsored professional development courses

a. September to June

* During school day - no additional compensation
* Outside of unit member work day - earn in-service hours

b. July and August

The District may provide in-service hours and/or compensation at the professional development rate. The District will identify in advance the form(s) of compensation available for each summer in-district professional development course. Unit members will request enrollment and desired compensation if a choice is available.

In the event a unit member has taken two (2) professional development courses during the summer and wishes to take additional professional development courses, the unit member may request approval from the Superintendent or designee to take one (1) additional course. If approved, the Superintendent or designee will indicate if the additional course will compensated or audited without compensation.

2. Out-of-district professional development courses

a. September to June

i. During school day - no additional compensation

* The district may provide up to one release day per year for attendance to Continuing Education Units (CEU) bearing conference(s) or class(es). This professional development will not be eligible for graduate or in-service hours. Any costs associated with participation will be the responsibility of the unit member.

ii. Outside of work day

* Tuition paid by District: earn in-service hours
* Tuition paid by unit-member and tuition free course(s): earn in-service hours

b. July and August

1. Tuition paid by District: The District may provide in-service hours and/or compensation equal to 50% of the professional development rate. The District will identify the form(s) of compensation available upon receipt and approval of the unit member's request.
2. Tuition paid by the unit member and tuition free course(s): The District will provide in-service hours for approved in-service courses. The unit member may request compensation at the professional development rate in lieu of in-service credit, and such requests will be granted at the sole discretion of the district.

3. In the event a unit member receives compensation from any source other than the District for participation at a conference or workshop, for which the participant does not pay a fee, the unit member will not receive any additional compensation from the District.

B. Professional Committees:

In-service hours will be earned for any district-wide council or standing committee occurring outside the school day.

C. Travel:

With prior approval, in-service hours will be granted for travel. If proposals for travel are approved, the Assistant Superintendent for Instruction will discuss the possible range of in-service hours that could be awarded. Variables that will be considered when determining the amount of in-service hours may include but are not limited to relevancy to district and the professional growth of the unit member.

Upon completion of the approved travel, the unit member must present a written report to the Assistant Superintendent for Instruction and other individuals mutually identified by the unit member and the Assistant Superintendent for Instruction.

D. Authorship and Research:

With prior approval, organized research projects or authorship of professional articles of significant value to the school system will be granted in-service hours.

If proposals for research or authorship are approved, the Assistant Superintendent for Instruction will discuss the possible range of in-service hours that could be awarded. Variables that will be considered when determining the amount of in-service hours may include but are not limited to clock hours, value to district and depth of study.

Upon completion of the research or publishing of a professional article, the unit member must present their research or article to the Assistant Superintendent for Instruction and other individuals mutually identified by the unit member and the Assistant Superintendent for Instruction.

1. Other professional activities of significant value to the Spencerport School District will be considered for in-service hours.

PROFESSIONAL DEVELOPMENT RATE

$34 per hour

1. Professional Development Provided by Unit Members
2. Traditional & Tier 1 On-line Professional Development

Traditional professional development involves an instructor facilitating in-person workshops or training within the school district. Tier 1 requires less time spent by the instructor giving feedback and facilitating the learning process with the bulk of the work dedicated to the creation of the course.

* + 1. Creating
* Unit members who provide Traditional and Tier 1 professional development on behalf of the District will be compensated for their preparation time at a rate equal to the current professional development rate plus twenty percent (20%). This formula will not be applied if time is provided during their normal workday. Paid preparation will be provided as follows:
* First presentation of a new program: twice the presentation time
* First presentation of an existing program: 4/3 the presentation time
* Repeat presentations: 2/3 the presentation time
* If co-presenters, the preparation time will be divided equally. If a co-presenter is presenting a program for the first time, they will receive twice as much preparation time as a co-presenter who has previously presented the program.
  + 1. Facilitating
* Unit members who present Traditional and Tier 1 professional development outside of the school day on behalf of the District will be compensated at a rate equal to the current professional development rate plus twenty percent (20%).

1. Tier 2 On-line Professional Development

Tier 2 requires the instructor to spend more time communicating, grading, facilitating, and providing constructive feedback to participants.

* + 1. Creating
* Unit members who provide Tier 2 professional development on behalf of the District will be compensated for their preparation time at a rate equal to the current professional development rate plus twenty percent (20%). This formula will not be applied if time is provided during their normal workday. Paid preparation will be provided as follows:
* First presentation of a new program: twice the presentation time
* First presentation of an existing program: 4/3 the presentation time
* Repeat presentations: 2/3 the presentation time
* If co-presenters, the preparation time will be divided equally. If a co-presenter is presenting a program for the first time, they will receive twice as much preparation time as a co-presenter who has previously presented the program.
  + 1. Facilitating
* Unit members who present Tier 2 professional development on behalf of the District will be compensated based on enrollment and number of hours of the course. For compensation purposes, the District will always round up the number of participants when calculating payment (e.g., 12 participants will lead to using 20 in the formula).
* Instructor’s compensation will be the maximum number of participants in each band (10, 20, 30, or 40) x .125 hours x number of course hours x staff development rate for presenters.
  + Example 1: 8 participants converts to 10 participants x .125 hours x 1 hour course x $39.60 = $49.50
  + Example 2: 18 participants converts to 20 participants x .125 hours x 4 hour course x $39.60 = $396.00

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Number of Participants per band** | **1 hour course** | **2 hour course** | **4 hour course** | **6 hour course** | **8 hour course** | **12 hour course** | **15 hour course** |
| **1-10** | $49.50 | $99.00 | $198.00 | $297.00 | $396.00 | $594.00 | $742.50 |
| **11-20** | **$99.00** | **$198.00** | **$396.00** | **$594.00** | **$792.00** | **$1188.00** | **$1485.00** |
| **21-30** | **$148.50** | **$297.00** | **$594.00** | **$891.00** | **$1188.00** | **$1782.00** | **$2227.50** |
| **31-40** | **$198.00** | **$396.00** | **$792.00** | **$1188.00** | **$1584.00** | **$2376.00** | **$2970.00** |

\*\*Tier 2 – This professional development approach requires the instructor to spend more time communicating, grading, facilitating, and providing constructive feedback to participants.

G. Professional Development on a Superintendents Conference Day

1. When proposals for group sessions are requested by the Superintendents Conference Day planning committee, the committee will:
   1. review all submitted proposals, and
   2. select proposals for the conference day, and
   3. determine if the unit members whose proposals are selected are serving as presenters or facilitators.
2. Unit members serving as presenters on a Superintendents Conference Day may submit a request for compensation for planning time not to exceed the guidelines stated in Article 19, section F, subsection ii. The sharing and rate of compensation will be consistent with Article 19, section F, subsections i and ii.
3. Unit members serving as facilitators on a Superintendents Conference Day may submit a request for compensation for planning time not to exceed one (1) hour. The sharing and rate of compensation will be consistent with Article 19, section F, subsections i and ii.
4. The aforementioned provisions do not apply to unit members serving as presenters or facilitators on a Superintendents Conference Day who provide professional development as part of their assignment and planning time is provided during the work day.
5. Unit members required to complete District provided online training (e.g., lab safety training) outside of their contractual workday will be compensated at the professional development rate.

**ARTICLE 20 – ONLINE PROFESSIONAL GROWTH**

*Replace “credit” with “hours” as follows:*

All online professional growth opportunities for which unit members have an expectation of compensation (e.g., tuition reimbursement, salary credit, in-service hours, etc.) must receive prior approval by the Assistant Superintendent for Instruction and must be provided by an accredited institution recognized by the New York State Education Department.

**ARTICLE 25 -- SALARY**

*Amend salary as follows, replace “credit” with “hours” and removal of B+40, where applicable:*

**2018-19**

The full time equivalent (FTE) base salary for all returning unit members in 2018-19 will be equal to their 2017-18 FTE base salary increased by 3.2% of their previous year's FTE base salary.

**2019-20**

The full time equivalent (FTE) base salary for all returning unit members in 2019-20 will be equal to their 2018-19 FTE base salary increased by 3.2% of their previous year's FTE base salary.

**Induction Salary Schedule for New Unit Members**

The following salary schedule will be used solely for the purpose of establishing starting salaries for new unit members in the 2018-19 and 2019-20 school years.

Bachelors Masters

# 1 $41,079 $43,625

# 2 $41,995 $44,542

# 3 $42,861 $45,406

# 4 $43,675 $46,222

# 5 $44,186 $46,730

# 6 $44,592 $47,138

# 7 $45,000 $47,544

# 8 $45,524 $48,070

# 9 $46,143 $48,687

# 10 $46,743 $49,289

# 11 $47,234 $49,778

# 12 $47,804 $50,348

# 13 $48,405 $50,949

# 14 $49,031 $51,577

# 15 $51,102 $54,825

**Adjustments for Graduate and In-service**

***Unit members with a Bachelors degree with provisional or initial certification in their current assignment***

In-service:

* Blocks of 5 in-service credits: base salary increased by $75,
* All existing practices continue and in-service compensated in alternating blocks with graduate hours (e.g., five in-service credits then five graduate hours then five in-service credits)
* Expectation that all new unit members will complete the five CORE courses in their first three years in the District.

Graduate hours:

* No increase in salary for graduate work until the attainment of Masters degree as required for permanent or professional certification in their current assignment, at which time $2,000 will be added to base salary.

***Unit members with a Masters degree with permanent or professional certification in their current assignment***

In-service:

* Blocks of five (5) in-service credits: base salary increased by $496
* All existing practices continue, and M+30, and in-service compensated in alternating blocks with graduate hours (e.g., five in-service credits then five graduate hours then five in-service credits)
* Expectation that all new unit members will complete the five CORE courses in their first three years in the District,

Graduate hours:

* Blocks of five (5) graduate hours: base salary increased by $496
* All existing practices continue, including maximum of M+30

**ARTICLE 26 – GRADUATE AND IN-SERVICE HOURS**

*Amend text to remove old dates, removed Bachelors + 40 and 1-3 as follows:*

The total accumulation of graduate hours and in-service hours will be limited to M+30. Unit members frozen at M+30 will be paid a one-time payment for approved graduate courses that have been satisfactorily completed by the unit member. The one-time payment amount will be one hundred dollars ($100) for each graduate hour of the approved course. This one-time payment shall not become part of the unit member’s salary.

**ARTICLE 27 – IN-SERVICE PAYMENT**

*Amend text as follows to remove B+40 and update hours and credits:*

In-service payment for those unit members frozen at M+30 will be paid in the following manner:

a. Those unit members frozen on the salary lane will be paid $91 for each full in-service credit (1.0) earned (15 in-service hours completed).

b. No payment shall be made for partial hours (below 15 hours). However, they may be accumulated to obtain the 15 hours. To illustrate:

Hours Credits Amount Paid

12 0 $0

15 1 $91

This shall be a one-time payment and shall not become a part of the unit member’s salary.

**ARTICLE 29 – K-5 TEAM LEADERS, TEACHER LEADERS, DEPARTMENT CHAIRS & MENTORS**

*Amend the stipend amounts in 1, 2A, 5A. Add 3. and amend 4. as follows:*

1. There shall be a K-5 Grade Team Leader at each grade level in each building. Additionally, there shall be a K-5 Support Staff Team Leader in each building supporting Special Education, Speech, OT/PT, Reading and Math intervention specialists and English as Second Language. The stipend for these individuals will be $1,961 for 2018-19 and $2,020 for 2019-20.

2A. Teacher Leaders for grades 6-8, 9-12, 6-12, or K-12 shall be remunerated as follows:

Amount for five (5) Amount for six (6) Amount for eleven (11)

or less teachers to ten (10) teachers or more teachers

2018-19: $2,804 $3,252 $3,699

2019-20: $2,846 $3,301 $3,754

3. There shall be one Department Chair for FACS and one Department Chair for Business. The stipend for these individuals will be $1,961 for 2018-19 and $2,020 for 2019-20.

Each Department Chair will schedule/be scheduled for meetings as follows:

* 1. Department meetings as scheduled by the principal(s)
  2. Meetings with the school principals(s) and others as invited by the principal(s)
  3. Monthly Curriculum/Staff Development Council meetings

Release time during the school year may be scheduled by the Assistant Superintendent for Instruction.

Department Chairs may be released from classroom duties up to ten (10) half days per year. Department Chairs will use this release time for departmental duties.

4. The District will maintain job descriptions for Teacher Leader, Team Leader, and Department Chair positions. In the event there is a significant change in the assigned responsibilities, the District and Association will meet to discuss the impact of those changes as it relates to the stipend and/or release time.

Mentors

5A. Teachers who are not team or teacher leaders or department chairs, who provide mentoring services shall be provided with a stipend in the amount of $1,000 and $500 for each additional mentee. Team leaders, teacher leaders, and department chairs shall be provided with $500 and $250 for each additional mentee when providing mentoring services.

**ARTICLE 31– TRAUMA ILLNESS GRIEF (TIG) TEAM**

*Amend text as follows:*

When a school’s TIG team is activated and members of the team attend to the extraordinary needs of the student body outside of the regular school day, the principal will work with these team members to find an acceptable way to address the additional time through early release, late arrival or half/full day release with the approval of the Superintendent or their designee.

**ARTICLE 32 – COACHING AND OTHER ASSIGNMENTS**

*Amend sections 1, 2, 6, and 7 as follows:*

* + 1. Sports Groups

Group 5: delete Gymnastics

2. a. Assistant Coach Percentages

JV Coach / Program Assistant – approximately 75% of varsity coach level

Mod A Coach - approximately 65% of varsity coach level

Mod 7/8 Coach - approximately 60% of varsity coach level

b. Relationship of Groups

Group 2 is approximately 85% of Group 1

Group 3 is approximately 80% of Group 1

Group 4 is approximately 75% of Group 1

Group 5 is approximately 65% of Group 1

4. Off Level

Coaches currently off-step will receive an increase as follows:

2018-19 4.0%

2019-20 4.0%

5. For unit members who coach two (2) teams during a school year, they will receive a stipend of $250. For unit members who coach three (3) or more teams during a school year, they will receive a stipend of $400. The stipend will be paid in June.

6. STIPEND SCHEDULE for 2018-19

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | D | E | F | G | H | I | J | K | |
| Group 1 |  |  |  |  |  |  |  |  | |
| Varsity | $4,245 | $4,373 | $4,548 | $4,686 | $4,828 | $4,972 | $5,150 | $5,535 | |
| JV | $3,184 | $3,280 | $3,411 | $3,515 | $3,621 | $3,729 | $3,863 | $4,151 | |
| ModA-Prgm Asst | $2,759 | $2,842 | $2,956 | $3,046 | $3,138 | $3,232 | $3,348 | $3,598 | |
| Mod 7/8 | $2,547 | $2,624 | $2,729 | $2,812 | $2,897 | $2,983 | $3,090 | $3,321 | |
|  |  |  |  |  |  |  |  |  | |
| Group 2 |  |  |  |  |  |  |  |  | |
| Varsity | $3,753 | $3,866 | $4,020 | $4,142 | $4,268 | $4,395 | $4,553 | $4,893 | |
| JV | $2,815 | $2,900 | $3,015 | $3,107 | $3,201 | $3,296 | $3,415 | $3,670 | |
| ModA-Prgm Asst | $2,439 | $2,513 | $2,613 | $2,692 | $2,774 | $2,857 | $2,959 | $3,180 | |
| Mod 7/8 | $2,252 | $2,320 | $2,412 | $2,485 | $2,561 | $2,637 | $2,732 | $2,936 | |
|  |  |  |  |  |  |  |  |  | |
| Group 3 |  |  |  |  |  |  |  |  | |
| Varsity | $3,532 | $3,638 | $3,784 | $3,899 | $4,017 | $4,137 | $4,285 | $4,605 | |
| JV | $2,649 | $2,729 | $2,838 | $2,924 | $3,013 | $3,103 | $3,214 | $3,454 | |
| ModA-Prgm Asst | $2,296 | $2,365 | $2,460 | $2,534 | $2,611 | $2,689 | $2,785 | $2,993 | |
| Mod 7/8 | $2,119 | $2,183 | $2,270 | $2,339 | $2,410 | $2,482 | $2,571 | $2,763 | |
|  |  |  |  |  |  |  |  |  | |
| Group 4 |  |  |  |  |  |  |  |  | |
| Varsity | $3,311 | $3,411 | $3,547 | $3,655 | $3,766 | $3,878 | $4,017 | $4,317 | |
| JV | $2,483 | $2,558 | $2,660 | $2,741 | $2,825 | $2,909 | $3,013 | $3,238 | |
| ModA-Prgm Asst | $2,152 | $2,217 | $2,306 | $2,376 | $2,448 | $2,521 | $2,611 | $2,806 | |
| Mod 7/8 | $1,987 | $2,047 | $2,128 | $2,193 | $2,260 | $2,327 | $2,410 | $2,590 | |
|  |  |  |  |  |  |  |  |  | |
| Group 5 |  |  |  |  |  |  |  |  | |
| Varsity | $2,870 | $2,956 | $3,074 | $3,168 | $3,264 | $3,361 | $3,481 | $3,742 | |
| JV | $2,153 | $2,217 | $2,306 | $2,376 | $2,448 | $2,521 | $2,611 | $2,807 | |
| ModA-Prgm Asst | $1,866 | $1,921 | $1,998 | $2,059 | $2,122 | $2,185 | $2,263 | $2,432 | |
| Mod 7/8 | $1,722 | $1,774 | $1,844 | $1,901 | $1,958 | $2,017 | $2,089 | $2,245 | |
|  |  |  |  |  |  |  |  |  |
| Group 6 |  |  |  |  |  |  |  |  |
| Coach | $1,093 | $1,126 | $1,171 | $1,206 | $1,242 | $1,279 | $1,325 | $1,425 |

7. STIPEND SCHEDULE for 2019-20

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | D | E | F | G | H | I | J | K | |
| Group 1 |  |  |  |  |  |  |  |  | |
| Varsity | $ 4,415 | $ 4,548 | $ 4,730 | $ 4,873 | $ 5,021 | $ 5,171 | $ 5,356 | $ 5,756 | |
| JV | $ 3,311 | $ 3,411 | $ 3,548 | $ 3,655 | $ 3,766 | $ 3,878 | $ 4,017 | $ 4,317 | |
| ModA-Prgm Asst | $ 2,870 | $ 2,956 | $ 3,075 | $ 3,167 | $ 3,264 | $ 3,361 | $ 3,481 | $ 3,741 | |
| Mod 7/8 | $ 2,649 | $ 2,729 | $ 2,838 | $ 2,924 | $ 3,013 | $ 3,103 | $ 3,214 | $ 3,454 | |
|  |  |  |  |  |  |  |  |  | |
| Group 2 |  |  |  |  |  |  |  |  | |
| Varsity | $ 3,903 | $ 4,020 | $ 4,181 | $ 4,308 | $ 4,439 | $ 4,571 | $ 4,735 | $ 5,088 | |
| JV | $ 2,927 | $ 3,015 | $ 3,136 | $ 3,231 | $ 3,329 | $ 3,428 | $ 3,551 | $ 3,816 | |
| ModA-Prgm Asst | $ 2,537 | $ 2,613 | $ 2,718 | $ 2,800 | $ 2,885 | $ 2,971 | $ 3,078 | $ 3,307 | |
| Mod 7/8 | $ 2,342 | $ 2,412 | $ 2,509 | $ 2,585 | $ 2,663 | $ 2,743 | $ 2,841 | $ 3,053 | |
|  |  |  |  |  |  |  |  |  | |
| Group 3 |  |  |  |  |  |  |  |  | |
| Varsity | $3,673 | $3,784 | $3,935 | $4,054 | $4,177 | $4,302 | $4,456 | $4,789 | |
| JV | $2,755 | $2,838 | $2,951 | $3,041 | $3,133 | $3,227 | $3,342 | $3,592 | |
| ModA-Prgm Asst | $2,387 | $2,460 | $2,558 | $2,635 | $2,715 | $2,796 | $2,896 | $3,113 | |
| Mod 7/8 | $2,204 | $2,270 | $2,361 | $2,432 | $2,506 | $2,581 | $2,674 | $2,873 | |
|  |  |  |  |  |  |  |  |  | |
| Group 4 |  |  |  |  |  |  |  |  | |
| Varsity | $3,443 | $3,547 | $3,689 | $3,801 | $3,917 | $4,033 | $4,178 | $4,490 | |
| JV | $2,582 | $2,660 | $2,767 | $2,851 | $2,938 | $3,025 | $3,134 | $3,368 | |
| ModA-Prgm Asst | $2,238 | $2,306 | $2,398 | $2,471 | $2,546 | $2,621 | $2,716 | $2,919 | |
| Mod 7/8 | $1,894 | $1,951 | $2,029 | $2,091 | $2,154 | $2,218 | $2,298 | $2,470 | |
|  |  |  |  |  |  |  |  |  | |
| Group 5 |  |  |  |  |  |  |  |  | |
| Varsity | $2,755 | $2,838 | $2,952 | $3,041 | $3,133 | $3,227 | $3,342 | $3,592 | |
| JV | $2,066 | $2,129 | $2,214 | $2,281 | $2,350 | $2,420 | $2,507 | $2,694 | |
| ModA-Prgm Asst | $1,791 | $1,845 | $1,919 | $1,977 | $2,036 | $2,098 | $2,172 | $2,335 | |
| Mod 7/8 | $1,653 | $1,703 | $1,771 | $1,825 | $1,880 | $1,936 | $2,005 | $2,155 | |
|  |  |  |  |  |  |  |  |  |
| Group 6 |  |  |  |  |  |  |  |  |
| Coach | $1,137 | $1,171 | $1,218 | $1,254 | $1,292 | $1,330 | $1,378 | $1,482 |

1. STIPEND SCHEDULE

*Remove from Tier 1: Canal View Chess Club, High School P.E. Leader’s Club*

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Clubs and Activities** | | | | | | | | | | | | |
| **Tier I** | | | | | | | | | | | | |
| **Building** | **Activity Name** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** | **Step 9** | **Step 10** | **Off Step** |
| Cosgrove | Ski Club\* | $400 | $412 | $424 | $437 | $450 | $464 | $478 | $492 | $507 | $522 | 3% |
| Cosgrove | Ally Club | $400 | $412 | $424 | $437 | $450 | $464 | $478 | $492 | $507 | $522 | 3% |
| Cosgrove | Craft Club | $400 | $412 | $424 | $437 | $450 | $464 | $478 | $492 | $507 | $522 | 3% |
| High School | Snowsports Club\* | $400 | $412 | $424 | $437 | $450 | $464 | $478 | $492 | $507 | $522 | 3% |
| High School | Fitness & Nutrition Club | $400 | $412 | $424 | $437 | $450 | $464 | $478 | $492 | $507 | $522 | 3% |
| High School | R.C. Club | $400 | $412 | $424 | $437 | $450 | $464 | $478 | $492 | $507 | $522 | 3% |
| High School | Literacy Club | $400 | $412 | $424 | $437 | $450 | $464 | $478 | $492 | $507 | $522 | 3% |
| \* $600 additional for multi-day ski trip, \*$75 stipend per after school trip based on participating students; minimum one (1). | | | | | | | | | | | |

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| **Tier II** | | | | | | | | | | | | |
| **Building** | **Activity Name** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** | **Step 9** | **Step 10** | **Off Step** |
| Canal View | Breakfast and a Book | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| Canal View | Student Leaders Club | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| Munn | Library Club | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| High School | Spanish Honor Society | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| High School | Math Madness | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| High School | Junior National Honor Society | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| High School | Mock Trail | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| High School | The Voice | $500 | $515 | $530 | $546 | $562 | $579 | $596 | $614 | $632 | $651 | 3% |
| **Tier III** | | | | | | | | | | | | |
| **Building** | **Activity Name** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** | **Step 9** | **Step 10** | **Off Step** |
| Munn | Drama Club | $600 | $618 | $637 | $656 | $676 | $696 | $717 | $739 | $761 | $784 | 3% |
| Cosgrove | Service Club | $600 | $618 | $637 | $656 | $676 | $696 | $717 | $739 | $761 | $784 | 3% |
| Cosgrove | Boston Trip | $600 | $618 | $637 | $656 | $676 | $696 | $717 | $739 | $761 | $784 | 3% |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Tier V** | | | | | | | | | | | | |
| **Building** | **Activity Name** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** | **Step 9** | **Step 10** | **Off Step** |
| High School | Sources of Strength | $1,200 | $1,236 | $1,273 | $1,311 | $1,350 | $1,391 | $1,433 | $1,476 | $1,520 | $1,566 | 3% |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **Tier VI** | | | | | | | | | | | | |
| **Building** | **Activity Name** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** | **Step 9** | **Step 10** | **Off Step** |
| High School | Yearbook Club | $3,000 | $3,090 | $3,183 | $3,278 | $3,376 | $3,477 | $3,581 | $3,688 | $3,799 | $3,913 | 3% |

**ARTICLE 35 – EXTRA ASSIGNMENTS: TEACHERS AS SUBSTITUTES AND TUTORS**

*Amend article title and section 1. 1. for K-5 and add new 2. for 6-8 with revised amounts:*

Section 1: Teachers as Substitute

1. Unit members in Grades K-5 who volunteer to fill in for absent unit members during the academic day when substitute teachers are not available will be paid thirty-four dollars ($34) for each block they cover the absent unit member’s class. The assignment will be authorized and approved by the appropriate building administrator. Full time unit members will be limited to one (1) extra assignment per day unless requested to do additional periods by the building administrator.

It is understood that a “block” refers to an elementary school block of time equal in length to a special area section.

1. Unit members in Grades 6-8 who volunteer to fill in for absent unit members during the academic day when substitute teachers are not available will be paid thirty-one dollars ($31) for each period they cover the absent unit member’s class. The assignment will be authorized and approved by the appropriate building administrator. Full time unit members will be limited to one (1) extra assignment per day unless requested to do additional periods by the building administrator.

It is understood that a “period” refers to a middle school instructional period.

1. Unit members in Grade 9-12 who volunteer to fill in for absent unit members during the academic day when substitute teachers are not available will be paid fifty dollars ($50) for each full block and twenty-five dollars ($25) for each half-block they cover the absent unit member’s class. The assignment will be authorized and approved by the appropriate building administrator. Full time unit members will be limited to one (1) extra assignment per day unless requested to do additional assignments by the building administrator.

It is understood that “block” refers to a full high school instructional period.

**ARTICLE 36 – TRANSITION SUPPORT FOR ESTABLISHING A NEW ELEMENTRY CLASSROOM**

*Add 4. As follows:*

1. Any unit member who is required to pack their entire classroom as a result of capital project or classroom renovation, may request up to two (2), six (6) hour days to the Superintendent, or designee for approval.

**ARTICLE 40 – SUMMER CURRICULUM WORK**

*Amend rate as follows:*

All openings for summer work will be posted in each building within the District. Unit members will be compensated at the rate of $34 per hour.

**ARTICLE 45 – RETIREMENT INCENTIVE**

*Replace the current article with the following text:*

Unit members who have completed at least ten years of continuous full time service in the District will receive a retirement incentive in the amount of $7,000 if:

1. they submit an irrevocable letter of retirement with an effective date no earlier than the last teacher work day of that school year but no later than June 30th of that school year. This letter will be submitted to the Superintendent of Schools by January 31st of the school year in which they will retire, as consistent with Article 44 (Unused Sick Leave at Retirement), and
2. they meet the following eligibility requirements:
   1. 2018-19 school year

Unit members will be eligible for the District’s retirement incentive in June 2019 if either:

* + 1. First eligible to receive retirement benefits from the NYS retirement system (NYSTRS or NYSERS) without penalty between July 1, 2018 and September 30, 2019, or
    2. First eligible to receive retirement benefits from the NYS retirement system (NYSTRS or NYSERS) with penalty between July 1, 2018 and September 30, 2019.

Unit members will provide a copy of their most recent retirement system benefit summary to document eligibility for the incentive.

* 1. 2019-20 school year

Unit members will be eligible for the District’s retirement incentive in June 2020 if either:

* + 1. First eligible to receive retirement benefits from the NYS retirement system (NYSTRS or NYSERS) without penalty between July 1, 2019 and September 30, 2020, or
    2. First eligible to receive retirement benefits from the NYS retirement system (NYSTRS or NYSERS) with penalty between July 1, 2019 and September 30, 2020.

Unit members will provide a copy of their most recent retirement system benefit summary to document eligibility for the incentive.

Pursuant to regulations established by the Internal Revenue Service, the seven thousand dollars ($7,000) retirement incentive will be distributed within 30 days after their retirement date to retiring unit members as an employer paid 403b contribution. Retiring unit members will be invited to meet with a District representative prior to their retirement date to discuss the available options for the distribution. In the event alternate methods of distribution are desired by either party during the term of this agreement, the Association and District must agree to any changes.

The Retirement Incentive shall be effective from the period July 1, 2018 to June 30, 2020 8 and shall not continue beyond June 30, 2020.

**ARTICLE 43 -- HEALTH BENEFITS**

*Remove old 1.A. for effective July 1, 2012 through June 30, 2014, amend 1. 4. to indicate RASHP 2 plan, add 5. a. through f. as follows, amend 4 to include NYSERS:*

1. Active Full-time Unit Members
2. The district will pay 90% of the premium for the district dental insurance plan.
3. The district will pay 90% of the premium for the district vision insurance plan.
4. The district’s monetary contribution for medical insurance will be equal to 90% of the BluePoint2 Value premium. Unit members may apply the District’s contribution for medical insurance to any available plan offered by the District not to exceed 95% of the premium.
5. Unit members enrolled in a RASHP 2 medical insurance plan will receive a §105 plan contribution as follows:
   * + - 1. Single $225
         2. Two-person $450
         3. Family/Family no spouse $650

Half of the §105 plan contribution will be distributed during the first semester and the remaining half will be distributed during the second semester.

1. For a unit member who enrolls in the District’s High Deductible Health Plan (HDHP) for the plan year (01/01 through 12/31), the District shall contribute to a Health Savings Account (HSA) established for the unit member with a financial institution selected by the District.

1. District contributions will be as follows:
2. For HDHP subscribers on December 31, 2018 and unit members who first enroll in HDHP during the period of January 1, 2019 through June 30, 2020, the HSA contribution in the first year will be $1,800 for a single plan and $3,600 for a Two-Person, Family No-Spouse and Family plan. This contribution is for a unit member’s first time enrolling in the HDHP during their employment.
3. The HSA contribution after year one and for unit members enrolling in the HDHP after June 30, 2020 will be $1,000 for a single plan and $2,000 for a Two-Person, Family No-Spouse and Family plan.
4. Unit members hired after the start of the calendar year will receive a pro-rated benefit.  The pro-rated benefit will be ten percent (10%) per month for each full month of employment for the unit member between January and June, and September through December.

b)  Eligible members shall be defined as unit members enrolled in the District's HDHP.

c)  District contributions shall be paid during the month of January or within thirty (30) days after the unit member was hired.

d) District contribution shall be advanced and therefore immediately available for the unit member's use for qualifying health reimbursements as defined in the plan in compliance with the law.

e)  Unit members who resign prior to the calendar year-ending will be entitled to the full HSA employer contribution but will surrender through payroll deductions the pro-rated amount unearned for less than a full calendar year of service.  The surrendering amount will occur in the unit member's final pay(s).  (e.g., a unit member hired as of January 1 and resigns at the end of June in the same year will surrender through a payroll deduction forty percent (40%) of the HSA benefit, which would be 40% of $1,800 (or $720) for a family plan). The District may use any legal form of collection if the unit member’s final pay(s) fail to provide full reimbursement.

f)   Unit members enrolling in the HDHP will no longer be eligible for a District contribution to the Health Reimbursement Account (HRA). Unit members enrolled in a HDHP may continue to use balances in a limited HRA for out of pocket dental and vision expenses only.

1. The term for District health benefits is July 1 to June 30. Health benefits for new unit members hired prior to the start of the school year will be pro-rated for the period of September 1 to June 30. New unit members beginning their employment during the school year but after the 1st of the month will receive health benefits effective on the 1st of the following month (e.g., employment starts November 22, benefits begin December 1). Unit members leaving the employ of the District will continue to receive health benefits until the last day of the month in which they are employed.

4. Unit members who are retiring from the Spencerport Central School District and have applied for, and are eligible for benefits from the New York State Teachers’ Retirement System or New York State Employees Retirement System who have completed the equivalent of 20 years or more of continuous employment in the Spencerport Central School District shall be eligible for health insurance in retirement as detailed in this section (3A or 3B).

**ARTICLE 48 – PERSONAL AND ILLNESS IN FAMILY LEAVE**

*Amend definition of immediate family in A. as follows:*

Immediate family defined as including parent, spouse, child, grandchild, grandparent, sibling; parents, siblings and children of spouse; brother-in-law, sister-in-law, son-in-law, daughter-in-law; and legal resident of the unit member’s household.

**ARTICLE 50 -- FAMILY AND MEDICAL LEAVE ACT**

*Remove date reference in first sentence as follows:*

The District will apply the Family and Medical Leave Act to those unit members entitled to coverage or the current contract, whichever is applicable. In the event the contract contains provisions covered by the FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains provisions covered by FMLA that are less than the contract, FMLA will apply. A copy of the FMLA will be available in the main administrative offices of the District.

**ARTICLE 51 – BEREAVEMENT**

*Amend definition of immediate family in A. as follows:*

A. Bereavement leave of up to three (3) days per death in the immediate family. Immediate family defined as including parent, spouse, child, grandchild, grandparent, sibling; parents, siblings and children of spouse; brother-in-law, sister-in-law, son-in-law, daughter-in-law; and legal resident of the unit member’s household.

# **NURSES SECTION**

# **ARTICLE 63 – EVALUATION**

*Amend article as follows:*

Unit members shall be evaluated twice in their first full year of employment. In subsequent years, the evaluation will occur once per year by the unit member’s immediate supervisor, at least ten (10) days before the end of the school year. Without the permission of the unit member, any evaluation completed after said date shall not be placed in the unit member’s file. The unit member shall receive an electronic copy of the evaluation after an evaluation conference with the unit member’s immediate supervisor. This conference shall be held as soon as practical after the evaluation but no more than five (5) days after the receipt of the evaluation by the unit member. Unit members shall have the right to provide comments to the evaluation.

# **ARTICLE 65 – IN-SERVICE COURSES**

*Amend 4. as follows:*

1. The District shall provide up to $1,800 annually for unit members for conference attendance, seminars and/or the purchase of professional journals and books.

# **ARTICLE 74 – BEREAVEMENT LEAVE**

*Amend definition of immediate family as follows:*

Immediate family defined as including parent, spouse, child, grandchild, grandparent, sibling; parents, siblings and children of spouse; brother-in-law, sister-in-law, son-in-law, daughter-in-law; and legal resident of the unit member’s household.

**ARTICLE 75 – FAMILY ILLNESS LEAVE**

*Amend definition of immediate family as follows:*

Immediate family defined as including parent, spouse, child, grandchild, grandparent, sibling; parents, siblings and children of spouse; brother-in-law, sister-in-law, son-in-law, daughter-in-law; and legal resident of the unit member’s household.

# **ARTICLE 76 – UNPAID LEAVE OF ABSENCE**

*Remove date reference in first sentence as follows:*

Family Medical Leave Act

The District will apply the Family and Medical Leave Act to those unit members entitled to coverage or the current contract, whichever is applicable. In the event the contract contains provisions covered by the FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains provisions covered by FMLA that are less than the contract, FMLA will apply. A copy of the FMLA will be available in the main administrative offices of the District.

# **ARTICLE 78 – HEALTH INSURANCE**

*Add the following text under 1.C :*

# 1. Active unit members

C. Medical Insurance

The district’s monetary contribution for medical insurance will be equal to 85% of the BluePoint2 Value premium. Unit members may apply the district’s monetary contribution for medical insurance to any medical insurance plan available to unit members not to exceed 95% of the premium.

For a unit member who enrolls in the District’s High Deductible Health Plan (HDHP) for the plan year (01/01 through 12/31), the District shall contribute to a Health Savings Account (HSA) established for the unit member with a financial institution selected by the District.

* + - * 1. District contributions will be as follows:

1. For HDHP subscribers on December 31, 2018 and unit members who first enroll in HDHP during the period of January 1, 2019 through June 30, 2020, the HSA contribution in the first year will be $1,800 for a single plan and $3,600 for a two-person, family no-spouse and family plan. This contribution is for a unit member’s first time enrolling in the HDHP during their employment.
2. The HSA contribution after year one and for unit members enrolling in the HDHP after June 30, 2020 will be $1,000 for a single plan and $2,000 for a two-person, family no-spouse and family plan.
3. Unit members hired after the start of the calendar year will receive a pro-rated benefit.  The pro-rated benefit will be ten percent (10%) per month for each full month of employment for the unit member between January and June, and September through December.

b)       Eligible members shall be defined as unit members enrolled in the District's HDHP.

c)        District contributions shall be paid during the month of January or within thirty (30) days after the unit member was hired.

d)        District contribution shall be advanced and therefore immediately available for the unit member's use for qualifying health reimbursements as defined in the plan in compliance with the law.

e)         Unit members who resign prior to the calendar year-ending will be entitled to the full HSA employer contribution but will surrender through payroll deductions the pro-rated amount unearned for less than a full calendar year of service.  The surrendering amount will occur in the unit member's final pay(s).  (e.g., a unit member hired as of January 1 and resigns at the end of June in the same year will surrender through a payroll deduction forty percent (40%) of the HSA benefit, which would be 40% of $1,800 (or $720) for a family plan). The District may use any legal form of collection if the unit member’s final pay(s) fail to provide full reimbursement.

**ARTICLE 81 -- SALARY**

*Replace the current language in sections 1 and 2 with the following text:*

1. All nurses employed in the previous school year will receive an increase in their base ten-month salary as follows:

2018-19: 3.2% increase of their 2017-18 school year salary

2019-20: 3.2% increase of their 2018-19 school year salary

2. The minimum salary for new unit members in the year in which they are initially hired will be as follows:

2018-19: $42,000

2019-20: $42,500

# **ARTICLE 86 – RETIREMENT PROVISIONS**

*Increase amounts in B. as follows:*

Dollar Amount per

Days Accumulated Accumulated Day

Less than 120 days $20

120 –139 days $22

140 – 179 days $25

180 days and up $29

**ARTICLE 91 – DURATION**

**Section 1**

The provisions of this agreement shall become effective as of July 1, 2018, and shall continue in full force and effect through and including June 30, 2020, and from year to year thereafter unless either party gives written notice to the other party not later than approximately January 15, 2020 of its desire to modify or amend this agreement. If either party notices this agreement for modification or amendment, then the parties shall set a mutually agreed upon meeting date of not later than approximately January 30, 2020, for the first negotiating session.

**Section 2**

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

IN WITNESS WHEREOF the parties have caused these presents to be signed and sealed the (DATE SIGNED).

*SIGNATURES OF NEGOTIATORS*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John Kozlowski, President Daniel Milgate, Superintendent

Spencerport Teachers Association Spencerport Central School District

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Joseph DiTucci Jamie Lissow, Asst. Superintendent for Human Resources

Spencerport Teachers Association Spencerport Central School District

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Stacy Lonardo Ty Zinkiewich, Asst. Superintendent for Instruction

Spencerport Teachers Association Spencerport Central School District

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Rick Wood, Asst. Superintendent for Business

Spencerport Central School District

**Next Steps**

Monday September 24 – Presentation to membership and MOA is on-line at SPENCERPORTTA.ORG

Thursday September 27 – Vote in each respective building

Tuesday October 9, 2018 – Presented to BOE by Mr. Milgate

Wednesday October 31, 2018 – projected adjustments to paychecks for retroactive salary

Thursday November 15, 2018 – projected adjustments to paychecks for other retroactive pay (eg. Summer Curriculum)