



AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS SPENCERPORT

CENTRAL SCHOOL DISTRICT

Town of Ogden, Gates, Greece and Parma

and

SPENCERPORT TEACHERS ASSOCIATION

NYSUT-AFL/CIO

Local 3029

July 1, 2018 - June 30, 2020

TABLE OF CONTENTS

ARTICLE NO.		PAGE
SECTION 1	INTRODUCTION	
	PREAMBLE	1
1	RECOGNITION	1
2	STRATEGIC PLAN	2
3	ASSOCIATION RIGHTS	2
	Reproduction and Distribution of Agreement	2
	Dues Deduction	2
	Conformity to Law	2
	Individual Arrangement and Agreement	2
	Subcontracting	2
	Time for Arbitration Hearing	3
	Time Off for NYSUT Delegates	3
	Time Off for Association President	3
	Meetings	3
	STA Office Space	3
SECTION II	TERMS AND CONDITIONS OF EMPLOYMENT	
4	PROFESSIONAL RIGHTS DUTIES AND OBLIGATIONS	
	Certified Unit Members	4
	Probationary Period	4
	Promotional Opportunity	4
	Curriculum Planning	4
	Instructional Programs	5
	Professional Responsibilities	5
5	TEACHER OBSERVATION AND EVALUATION	5
	Philosophy	5
	Observations	5
	Evaluation	8
6	FAIR DISMISSAL	9
7	GRIEVANCE PROCEDURE	10
	Section 1.1 Declaration of Purpose	10
	Section 1.2 Definition	10
	Section 1.3 Procedures	10
	Section 1.4 Time Limits	12
	5.1 Stage 1 Building Principal	12
	5.2 Stage 2 Superintendent of Schools	12
	5.3 Stage 3 Board of Education	13
	5.4 Stage 4 Arbitration	13

ARTICLE NO.		PAGE
8	PROTECTION OF TEACHERS	14
9	PERSONNEL FILES	14
SECTION III WORK YEAR – WORK LOAD AND ASSIGNMENT		
10	Work Day-Work Year	15
	A. School Calendar	15
	B. Teacher Work Year	15
	C. Parent-Teacher Conferences	16
	D. Evening Meetings	16
	E. Faculty Meetings	16
	F. Length of School Day	16
	G. Duty Free Lunch	17
11	EMERGENCY SCHOOL CLOSING	17
12	TEACHER WORK LOAD	17
	I. Elementary Schools	17
	II. Secondary Schools	18
	III. Course Assignment	19
13	PLANNING PERIOD	19
14	ELEMENTARY INTRAMURALS	20
15	TRAVELING TEACHERS	20
16	TEACHER ASSIGNMENT AND TRANSFER	21
	A. Assignment	21
	B. Transfers	21
17	IEP DEVELOPMENT FOR SPECIAL EDUCATION TEACHER	21
18	SUBSTITUTES AND AIDES	21
	A. Teacher Substitutes	21
	B. Teacher Aides	22
SECTION IV PROFESSIONAL GROWTH		
19	PROFESSIONAL DEVELOPMENT	23
	A. Professional Development Courses	23
	B. Professional Committees	24
	C. Travel	24
	D. Authorship and Research	25
	E. Other Professional Activities	25
	F. Professional Development Provided by Unit Member	25
	G. Professional Development on Superintendent Conference Day	26
	H. District Online Training	27
20	ONLINE PROFESSIONAL GROWTH	27
21	REIMBURSEMENT FOR TUITION	27

ARTICLE NO.		PAGE
22	EDUCATION CONFERENCE LEAVE	28
23	PROFESSIONAL IMPROVEMENT DAYS	28
24	SABBATICAL LEAVE	29
SECTION V SALARY, STIPENDS AND COMPENSATION		
25	SALARY	31
26	GRADUATE AND IN-SERVICE HOURS	33
27	IN-SERVICE PAYMENT	33
28	NATIONAL BOARD CERTIFICATION	33
29	TEACHER LEADERS AND K-5 TEAM LEADERS	34
30	P.B.I.S COACHES	35
31	TRAMA ILLNESS GRIEF (TIG) TEAM	35
32	COACHING AND OTHER ASSIGNMENTS	35
33	BUILDING PLANNING TEAM	42
34	MUSIC	43
35	EXTRA ASSIGNMENTS: TEACHERS AS SUBSTITUTES	44
36	TRANSITION SUPPORT FOR ESTABLISHING A NEW ELEMENTARY CLASSROOM	44
37	EVENING CHAPERONING AND PROCTORING	45
38	TRAVEL REIMBURSEMENT	45
39	SUMMER SCHOOL POSITIONS IN DISTRICT	45
40	SUMMER CURRICULUM WORK	46
41	DIRECT DEPOSIT	46
42	PAYROLL DISTRIBUTION	46
SECTION VI BENEFITS		
43	HEALTH BENEFITS	47
44	RETIREMENT PROVISIONS	53
45	RETIREMENT INCENTIVE	54
46	EMPLOYEE ASSISTANCE PROGRAM	54

ARTICLE NO.		PAGE
SECTION VII	ABSENCES AND LEAVES	
47	SICK LEAVE	56
48	PERSONAL LEAVE AND ILLNESS IN FAMILY	56
49	ADOPTION LEAVE	57
50	FAMILY AND MEDICAL LEAVE ACT	57
51	BEREAVEMENT	58
52	CHILD CARE LEAVE	58
	A. Maternity Disability Leave	
	B. Child Care Leave	
53	LEAVE OF ABSENCE OTHER THAN SABBATICAL OR CHILD CARE LEAVE	59
54	EXCHANGE TEACHER LEAVE	59
55	JURY DUTY	59
56	MILITARY LEAVE	60
SECTION VIII	NURSES	
57	CONFORMITY TO LAW	61
58	JOINT ADVISORY COMMITTEE	61
59	APPOINTMENT	61
60	PROBATIONARY PERIOD	61
61	SENIORITY	61
62	IMMEDIATE SUPERVISOR	61
63	EVALUATION	62
64	MEETINGS	62
65	IN-SERVICE COURSES	62
66	LIABILITY COVERAGE FOR PROFESSIONAL HEALTH SERVICES	63
67	WORKING HOURS	63
68	WORK YEAR	63
69	PAID HOLIDAYS	64

ARTICLE NO.		PAGE
70	EARLY RELEASE DAYS	64
71	EMERGENCY CLOSING	64
72	SICK LEAVE	64
73	PERSONAL LEAVE	65
74	BEREAVEMENT LEAVE	66
75	FAMILY ILLNESS LEAVE	66
76	UNPAID LEAVE OF ABSENCE	66
77	WORKERS COMPENSATION	67
78	HEALTH INSURANCE	68
79	FLEXIBLE SPENDING ACCOUNT	71
80	EMPLOYEES ASSISTANCE PROGRAM	72
81	SALARY	72
82	LONGEVITY	72
83	COMMITTEE PARTICIPATION	73
84	CHAPERONES AND PROCTORING	73
85	JURY DUTY	73
86	RETIREMENT PROVISIONS	73
87	GRIEVANCE PROCEDURES	75
88	PAYROLL DEDUCTIONS	78
89	DIRECT DEPOSIT	78
90	PAYROLL DISTRIBUTION	78
SECTION IX	DURATION OF AGREEMENT	
91	DURATION	79
	Section 1	
	Section 2	

ARTICLE NO.		PAGE
SECTION X	APPENDICES	
	A. GRIEVANCE FORM	80
	B. APPLICATION FOR CHILD CARE LEAVE OF ABSENCE	81
	C. APPLICATION – LEAVE OF ABSENCE OTHER THAN SABBATICAL OR CHILD CARE LEAVE	82
	D. DIRECTIONS FOR SABBATICAL LEAVE REQUESTS	83



**AGREEMENT BETWEEN
SUPERINTENDENT OF SCHOOLS
SPENCERPORT CENTRAL SCHOOL DISTRICT
AND
SPENCERPORT TEACHERS' ASSOCIATION**

SECTION I - INTRODUCTION

PREAMBLE

This agreement is entered into by and between the Superintendent of Schools of the Spencerport Central School District and the Spencerport Teachers' Association, hereinafter called the Association.

ARTICLE 1 – RECOGNITION

- A. Spencerport Central School District, Monroe County, New York, hereby extends unchallenged representation status to the Spencerport Teachers' Association, an employee organization duly recognized by resolution of the Board of Education, dated January 27, 1970, for the maximum period allowed by the law.

Pursuant to the New York State Public Employees Fair Employment Act, the Board of Education of Spencerport Central School District has recognized the Spencerport Teachers' Association, hereafter referred to as Association, as the exclusive negotiating representative of drug and alcohol counselors, library media specialists, occupational therapists, physical therapists, registered professional nurses, school counselors, school psychologists, school social workers, all teachers, vocational rehabilitation counselors and youth program coordinators hereafter referred to as unit members, employed by said District, excluding principals, assistant principals and district officials.

- B. The contractual agreements for the unit members employed as Registered Professional Nurses are found in Section IX of this agreement.

ARTICLE 2 – STRATEGIC PLAN

The Spencerport Teachers' Association is an active partner with the District in the creation and implementation of the Strategic Plan. We share a commitment to our mission, strategic objectives and core values as adopted by the Board of Education in June 2003. Through partnership and collaboration we will demonstrate that *“when people work together toward a common goal, all things are possible.”*

ARTICLE 3 -- ASSOCIATION RIGHTS

A. REPRODUCTION AND DISTRIBUTION OF AGREEMENT

Copies of this agreement shall be reproduced by the District and distributed to all bargaining unit members. New unit members shall receive copies during the orientation period. The costs for and incident to reproduction of the agreement shall be shared equally by the Association and the Board of Education.

B. DUES DEDUCTION

This District agrees to deduct from the pay of each employee covered by this agreement uniform membership dues for the Spencerport Teachers' Association, New York State United Teachers and the American Federation of Teachers, provided that there is on file with the District a current written authorization executed by the employee authorizing said deduction by the District.

Dues for each year will be deducted only for those unit members for which the District has a current written authorization on file by October 1, or thirty (30) days after employment begins whichever is later. Deductions shall be made in equal amounts each pay period of the school year. The District agrees to forward said dues together with a list of employees for whom dues deductions are made to the designated treasurer(s) of one or any combination of the above-named organizations for which the unit member has authorized a deduction.

This District agrees to deduct from the pay of each employee covered by this agreement payments to the New York State United Teachers' Benefit Trust Fund and to Vote Cope, providing that there is on file with the District a current written authorization executed by the employee authorizing said deduction by the District.

The Spencerport Teachers' Association hereby agrees to indemnify and hold harmless the District from any and all claims, disputes or damages sustained as a result of making the deduction provided for in this Article.

C. CONFORMITY TO LAW

If in the event that any provision of this agreement is, or shall be at any time, contrary to law or Rules and Regulations of the Board of Regents or Commissioner of Education, that provision shall not be applicable but all other items shall remain in effect.

D. INDIVIDUAL ARRANGEMENT AND AGREEMENT

Any individual arrangement, agreement or contract between the Board and an individual faculty member shall be subject to and consistent with the terms of this agreement.

E. SUBCONTRACTING

The Board agrees that it will not subcontract with any outside profit-making organization for any services which are currently being performed by members of the bargaining unit.

F. TIME FOR ARBITRATION HEARING

If an arbitration hearing is held during the school day, the grievance chairperson will be released from their duties to attend the hearing.

G. TIME OFF FOR NYSUT DELEGATES

The District will release three (3) authorized delegates to attend the NYSUT Convention. All rights and benefits of the negotiated agreement will continue in effect for each delegate attending the convention. The District agrees to pay the substitute costs involved in implementing this article.

H. TIME OFF FOR ASSOCIATION PRESIDENT

The President of the Association will have approximately nine hundred (900) duty free minutes per normal work week, based on a full time position, to attend to Association business.

In addition, the Association will be allowed seven (7) days per year to attend to Association business. This time may be taken with reasonable notice to the District of at least 72 hours and may be taken in half-day units.

If the President of the Association is also a Teacher Leader, the project (one unassigned period) may be used, in part, for Association business. The determination of the part will be agreed upon by the Superintendent and Association President.

I. MEETINGS

With the permission of the building principal and with at least 48 hours notice, the STA shall be allowed to hold building-wide meetings during the regularly scheduled workday, but outside the student day. Such meetings shall not conflict with other regularly scheduled building meetings and shall be limited to six (6) per year. The meetings will be held in the designated school buildings.

J. STA OFFICE SPACE

The district shall make available an office of at least 200 square feet at an annual rental rate of \$1.50 per square foot.

SECTION II – TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 4 -- PROFESSIONAL RIGHTS, DUTIES AND OBLIGATIONS

A. CERTIFIED UNIT MEMBERS

The district shall make every effort to employ certified and qualified unit members.

B. PROBATIONARY PERIOD

The probationary period for certificated unit members shall be established in accordance with Education Law.

The Superintendent will present tenure recommendations to the Board of Education no later than the last Board meeting preceding Spring Break for those unit members whose probationary period ends in August. For all other unit members, the Superintendent will present tenure recommendation to the Board of Education no later than 40 school days before the end of the probationary period. Unit members shall be notified within one week of the Board's action.

C. PROMOTIONAL OPPORTUNITY

The Board and administration recognize the value of a promotional policy that encourages professional growth of personnel within the system. They further recognize that an individual's qualifications for a particular position leading to educational excellence within our system may, from time to time, dictate the choice of a person from outside our school system.

All openings for promotional opportunities shall be posted in all district schools so that qualified personnel may apply and receive consideration. Such notification, when possible, shall not be less than thirty (30) calendar days before the final date when the application must be submitted.

The Board of Education will invite the Spencerport Teachers' Association to select a representative to be included in some of the discussion leading to the selection of building principals.

D. CURRICULUM PLANNING

Curriculum planning is an essential part of the professional teaching assignment. Each unit member is responsible for planning their class presentation and activities such that subject matter is effectively covered in an orderly, timely and manageable way and in a manner conducive to learning. The curriculum should be continually evaluated by the unit member and the administration in respect to individual pupil needs, class needs, and overall educational objectives in terms of district educational philosophy and the information available from educational research and development projects.

When curriculum evaluation in any area indicates a need for major revision or research that goes beyond the normal professional involvement of the unit member, a curriculum development group shall be established with Board approval and a suitable goal determined by the unit members and administrators involved. The unit members involved shall be either:

1. Compensated for time spent at regularly scheduled work times that take place outside normal school hours at the rate of \$34 per hour.
2. Given compensating time off in a manner that is not detrimental to their basic teaching assignment. Major projects will, wherever feasible, be scheduled outside of the normal school year.

E. INSTRUCTIONAL PROGRAMS

1. District-wide Committees

The district will involve unit members in the development and implementation of new district-wide programs.

The STA president/designee and the Superintendent/designee will mutually agree upon the unit members selected for participation on district-wide committees.

2. Curriculum and Professional Development Council

Teacher leaders and the Association president, or designee will attend the meetings of Curriculum and Professional Development Council.

F. PROFESSIONAL RESPONSIBILITIES

Consistent with the Professional Responsibilities found in the Annual Professional Performance Review (APPR), all unit members are expected to foster collaborative relationships with the parents/guardians of their students. Frequent communications with parents/guardians and maintaining effective student records (e.g., the District's electronic student data management system, PowerSchool) are ways to foster collaborative relationships.

ARTICLE 5 -- TEACHER OBSERVATION AND EVALUATION

It is recognized that supervision and evaluation are necessary facets of improving classroom instruction. The mutually agreed upon form(s) and procedures shall be used for formal classroom observations and annual evaluation.

The primary purpose of the formal observation and evaluation of the teaching staff shall be to maintain a highly qualified and competent staff and to promote continued professional development.

I. PHILOSOPHY

To further the above purposes, the supervisory personnel responsible shall acknowledge the right of the unit member to:

1. Know how well he/she is performing the duties and responsibilities of his/her position;
2. Know the areas in which improvement is needed;
3. Have candid appraisal of his/her work;
4. Discuss his/her evaluation reports with his/her supervisor;
5. Seek and receive supervisory assistance when needed.

II. OBSERVATIONS

A. Unit members covered under Education Law 3012-d

There will be at least one (1) announced observation and one (1) unannounced observation for all tenured unit members. Non-tenured unit members will have at least three (3) announced observations and one (1) unannounced observation.

1. Unannounced Observations:

During the school year the administrator will complete at least one (1) unannounced observation of all unit members. Unannounced observations shall be for a sufficient

duration to collect evidence to support the evaluative rating of New York State Teaching Standards 3, 4 and 5. Unit members will receive feedback by the conclusion of the next school day. The evaluator may request that the unit member provide evidence of their planning for the lesson that they observed. If the evaluator has rated any component of the unannounced observation as ineffective or developing, a meeting will be scheduled to address the concern(s) within three school days of the observation.

2. Announced Observations:

- A. All observations will be conducted openly and with the full knowledge of the unit member.
- B. For each observation there will be a pre-observation conference and a post-observation conference.
- C. All observations shall be conducted for the minimum length of time to conduct a full lesson.
- D. Prior to any observation, the unit member and the evaluator will discuss at least the following items:
 - 1. The day and time when the formal observation will be conducted.
 - 2. The subject and type of lesson to be observed.
 - 3. The part the particular lesson will play in the entire unit.
 - 4. The form(s) to be used by the evaluator in the observation. (This applies only to the first observation of a unit member new in the building.)
 - 5. The pre-observation conference will occur at least one (1) school day before the scheduled observation unless mutually agreed to by the unit member and administrator.
 - 6. Pre-observation form will be submitted on or before the pre-observation conference.
- E. Number of Observations for Unit Members Covered by Education Law 3012-d
 - 1. For unit members in their probationary period and full-time long-term substitutes there shall be a minimum of three announced and one unannounced observation each school year prior to April 15. The first observation for a first year unit member shall be conducted prior to October 15.
 - 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.
 - 3. For part time unit members there shall be a minimum of one announced and one unannounced observation each school year. Whenever possible, the observation for a part time unit member in their first year of district employment shall be conducted prior to October 15th.
 - 4. Unit members may request additional classroom observations. Reasonable requests will be accommodated when administratively possible.
- F. Post-observation meeting

Within five school days after the formal observation is conducted, a post observation conference shall be held between the observer and the unit member for the purpose of discussing the lesson. The unit member shall be given a written copy of the observation summary within five days after the conference which shall reflect the conference discussion, the conclusions of the observer and the ratings for each of the appropriate teaching standards. In the event of extenuating circumstances which prevent the administrator from returning the observation summary within five days, the administrator will notify the unit member of the need for an extension up to five additional days. The unit member will have the opportunity to make comments or clarifications on the observation summary before it is placed in the personnel file. The observation summary shall be returned to the observer within five days with unit member's comments and signature. Prior to signing the observation summary form, the unit member will be granted the opportunity for further discussion of the observation, the observer's comments and the ratings for each of the appropriate standards. Such meeting shall take place within five days, if requested.

The observation summary form, with signatures of the unit member and observer, shall be filed in the unit member's personnel file. The unit member's signature shall acknowledge receipt of the observation summary and shall not in and of itself signify agreement with the contents of the evaluation.

B. Unit Members not covered under Education Law 3012-d

1. All formal observations will be conducted openly and with the full knowledge of the unit member.
2. All observations shall be conducted for the minimum length of time to conduct a full lesson.
3. Prior to any formal observation, the unit member and the evaluator will discuss at least the following items:
 - a. The day and time when the formal observation will be conducted.
 - b. The subject and type of lesson to be formally observed.
 - c. The part the particular lesson will play in the entire unit.
 - d. The form(s) to be used by the evaluator in the observation. (This applies only to the first observation of a unit member new in the building.)
 - e. The pre-observation conference will occur at least one school day before the scheduled observation unless mutually agreed to by the unit member and administrator.
4. Number of Observations
 - a. Unit members in their probationary period and full-time long-term substitutes shall be formally observed a minimum of three times a year. The first observation for a first year unit member shall be conducted prior to November 1 and the third observation shall be conducted no later than April 15 of each year for all probationary unit members.
 - b. Tenured unit members, or non-certificated unit member who have completed three years of full-time service in the District, shall be formally observed a minimum of one time each school year prior to April 30. Such unit members may participate in alternatives to the formal observation process with the approval of their principal.

- c. Part time unit members shall be formally observed a minimum of one time per school year. Whenever possible, the observation for a part time unit member in their first year of district employment shall be conducted prior to November 1st.
 - d. Unit members may request additional classroom observations. Reasonable requests will be accommodated when administratively possible.
5. Within five school days after the formal observation is conducted, a post observation conference shall be held between the observer and the unit member for the purpose of discussing the lesson. The unit member shall be given a written copy of the observation summary within five days after the conference which shall reflect the conference discussion and the conclusions of the observer. In the event of extenuating circumstances which prevent the administrator from returning the observation summary within five days, the administrator will notify the unit member of the need for an extension up to five additional days. The unit member will have the opportunity to make comments or clarifications on the observation summary before it is placed in the personnel file. The observation summary shall be returned to the observer within five days with unit member's comments and signature. Prior to signing the observation summary form, the unit member will be granted the opportunity for further discussion of the observation and the observer's comments. Such meeting shall take place within five days, if requested.
 6. The observation summary form, with signatures of the unit member and observer, shall be filed in the unit member's personnel file. The unit member's signature shall acknowledge receipt of the observation summary and shall not in and of itself signify agreement with the contents of the evaluation.

III. EVALUATION

A. Unit members covered under Education Law 3012-d

Each unit member will meet annually with their school principal or his/her designee.

The purpose of this meeting will be to review the evaluative rating for the seven standards, discuss their achievement of their professional goals, and designation of HEDI rating for their teacher effectiveness score. Additionally, the unit member and supervisor will review accomplishments, professional contributions, professional growth, future growth objectives, and review any concerns previously discussed during the school year.

The unit member will provide evidence to demonstrate their achievement of their professional goals established for the school year and artifacts aligning with the seven teaching standards.

The evaluation summary will consist of an overall rating for each of the seven teaching standards, based on 29 of the 60 points, a summary of the unit member's school year (accomplishments, professional contributions, professional growth, future growth objectives, and review any concerns previously discussed during the school year), and a review of the unit member's running record for classroom observations. The supervisor will compile all of this information and provide a HEDI designation for the unit member's teacher effectiveness score.

The annual conference will occur no earlier than February 1st unless mutually agreed by the unit member and administrator. The unit member shall be given a written copy of the evaluation forms within five days after the conference which shall reflect the conference discussion, supervisor's summary and HEDI rating. In the event of extenuating circumstances which prevent the administrator from returning the evaluation summary within five days, the

administrator will notify the unit member of the need for an extension up to five additional days.

B. Unit members not covered under Education Law 3012-d

Each unit member will meet annually with their school principal or his/her designee. The purpose of this meeting will be to review the professional criteria identified in the APPR, accomplishments, professional contributions, professional growth, future growth objectives, review any concerns previously discussed during the school year, and discuss the next year's observation process (including the alternative to observation process for the aforementioned unit members only).

The unit member and the school principal, or his/her designee, will be prepared to collaboratively complete the evaluation form at the annual conference. These annual conferences will occur no earlier than February 1st unless mutually agreed by the unit member and administrator. The unit member shall be given a written copy of the evaluation form within five days after the conference which shall reflect the conference discussion. In the event of extenuating circumstances which prevent the administrator from returning the observation summary within five days, the administrator will notify the unit member of the need for an extension up to five additional days.

ARTICLE 6 -- FAIR DISMISSAL

- A. A unit member who has worked in the Spencerport School District for more than two years and one day may be dismissed only for just cause. This clause shall not apply to any loss of position occurring as a result of elimination of position or reduction in force. Any arbitration decision rendered under this clause shall be advisory only.

Under any grievance arising under this section (a), the Board stage of the grievance shall take place after the arbitration decision.

- B. The dismissal procedures provided in the Education Laws of New York State shall apply to all unit members with less than two years and one day service in the District.
- C. In the event the District is considering the dismissal of a unit member with more than three years and one day service in the District for pedagogical reasons, other than dismissals subject to Education Law 3012-d, the unit member shall be given a written warning to such effect at least 90 days prior to the time the Superintendent makes their recommendation for dismissal to the Board of Education. Further, the Superintendent shall, within 5 school days after issuing the written warning to the unit member, call a meeting to be attended by the superintendent, the unit member, the unit member's immediate supervisor, and if desired by the unit member, a representative of the unit member's choice. The purpose of the meeting is to develop specific recommendations that, if satisfactorily implemented by the unit member, would result in their continued employment in the District.
- D. In the event the Superintendent decides to make a recommendation for dismissal to the Board of Education after the procedures in Section C of this article have been implemented, they shall notify the unit member in writing of their intention at least 10 days prior to the day the Board of Education is to take action on the Superintendent's recommendation. The Superintendent's notice to recommend dismissal shall include the reasons for such recommendation.

- E. The Superintendent will supply their reasons for dismissal to the Board of Education for their consideration in preferring 3020-a charges in accordance with Education Law. Any subsequent actions by the District will be in accordance with the processes and procedures established in section 3020-a of Education Law.

ARTICLE 7 -- GRIEVANCE PROCEDURE

Section 1.1 Declaration of Purpose

WHEREAS: The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its unit members 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 unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter referred to as the Board) and its unit members are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 1.2 Definition

- 2.1 A grievance is a complaint by a member of the Spencerport Teachers' Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- 2.2 The term Supervisor shall mean building principal.
- 2.3 The Chief Officer is the Superintendent of the district.
- 2.4 Association shall mean Spencerport Teachers' Association.
- 2.5 Aggrieved Party shall mean any person or group of persons who are members of the bargaining unit filing a grievance.
- 2.6 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Spencerport Teachers' Association.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
- 2.9 Non-contractual grievances shall be handled through grievance procedures outlined in the District's policy handbook.

Section 1.3 Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedures, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision after Stage 1a shall be promptly transmitted to the unit member and the Association.

- 3.3 If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.5 The Superintendent and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.
- 3.6 Except as otherwise provided in Article 5.1a and 5.1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against them, to testify and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the procedures made at each and every stage of this grievance procedure. The hearing officer has the right to question all parties and to call witnesses.
- 3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure. (Appendix A)
- 3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.11 If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.12 The Superintendent or designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a and all written

decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two school days after the conclusion of hearings at Stages 2, 3 and 4. The appropriate hearing officer shall be advised of any error in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board but shall not be deemed a public record.

- 3.13 The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any unit member to pursue any other remedies available in any other form.

Section 1.4 Time Limits

- 4.1 Since it is important to 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.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 4.3 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.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, their representative and the Association 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.
- 4.5 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 will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

5.1 Stage 1: Building Principal

- a) A unit member having a grievance will discuss it with their building principal, with the objective of resolving the matter informally.
- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the building principal. Within ten (10) school days or less after the written grievance is presented, the building principal shall render a decision thereon, in writing, and present it to the unit member, their representative and the Association.

5.2 Stage 2: Superintendent of Schools

- a) If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit

member shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

- b) If the Grievance Committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent of Schools within twenty (20) school days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c) Within ten (10) school days or less after receipt of the appeal, the Superintendent of Schools, or duly authorized representative, shall hold a hearing with the unit member and the Grievance Committee or its representative and all other parties in interest.
- d) The Superintendent of Schools shall render a decision in writing to the unit member, the Grievance Committee and its representative within fifteen (15) school days or less after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a) If the unit member and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Superintendent of Schools shall be available for the use of the Board of Education.
- b) Within fifteen (15) school days or less after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c) Within five (5) school days after the conclusion of the hearing the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

- a) After such hearing, if the unit member and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- b) Within fifteen (15) school days or less after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The selected arbitrator will hear the matter promptly and will issue their decision not later than fourteen (14) calendar 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 proofs are submitted to them. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues.
- d) The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e) The decision of the arbitrator shall be final and binding upon all parties.

- f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE 8 -- PROTECTION OF TEACHERS

The Board agrees to provide legal counsel to unit members in legal actions arising from the discharge of their duties within the legal scope of their employment. The unit member upon service of a summons, complaint or other legal paper, must deliver within five (5) days the original or a copy to the Board Clerk.

Unit members shall submit to their principal a detailed written report within 24 hours on all cases of assault suffered by them in connection with their employment.

This report shall be forwarded to the Superintendent of Schools and then to the Board, which shall comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved.

Should an assault on a unit member occur in the line of duty and if their injury results in loss of time, the unit member shall be paid in full for the duration of their absence and such paid absence shall not be deducted from any sick leave to which such unit member is entitled under this agreement. Any weekly Workmen's Compensation benefits paid in lieu of salary to a unit member during this period shall be turned over by the unit member to the school district. Lump sum settlement awards are not included.

The Spencerport Central School District will reimburse unit members for the reasonable replacement or repair cost of any clothing, dentures, eye glasses, hearing aids, or other similar prosthetic devices which are damaged or destroyed as a result of an assault and/or battery suffered by a unit member while the unit member is acting in the discharge of their duties on school property or in an assigned activity off of school property. The replacement or repair cost is not to exceed the original cost of the item. Such payments will be made only if assault and/or battery complaints are filed with the police. In the event the unit member is unable to file a complaint due to the age of the assailant, reimbursement will be considered on the recommendation of the building principal.

ARTICLE 9 -- PERSONNEL FILES

Each unit member shall have the right upon request to review the contents of their personnel file as maintained by the Human Resources department. If material critical of the unit member's conduct, performance character, or personality is placed in their personnel file, the unit member shall be given reasonable notice thereof and an opportunity to review the material and submit a written rebuttal which shall be attached to the material and included in the file. It is understood that personnel recommendations related to a unit member's application for employment or any position for which they apply are privileged communications and not available for examination.

Warnings and reprimands shall remain in effect for a period of five (5) years from the date of issuance. Thereafter, said warnings and reprimands shall be removed from the folder.

Unit members requesting to review their personnel folder will be accommodated by the Human Resources department within 24 hours.

SECTION III – WORK YEAR, WORK LOAD AND ASSIGNMENT

ARTICLE 10 -- WORK DAY - WORK YEAR

A. SCHOOL CALENDAR

The Board of Education, through its Superintendent, has the responsibility for determining the school calendar within statutory limitations. Since ancillary services and special classes are sometimes provided by BOCES and by neighboring school districts, the determination of the district school calendar must provide for these services.

The Superintendent shall provide the president of the Association with the proposed school calendar before its formal acceptance by the Board. There shall be a minimum of two (2) weeks allowed for consideration and receipt of suggestions and requests that the Association may wish to make concerning the school calendar.

B. TEACHER WORK YEAR

1. The work year for unit members with one or more years of experience in the Spencerport School District shall be up to 188 workdays with 183 student days. The work year for the above described unit members shall begin the day after Labor Day and end on the Friday of Regents week.

When necessary due to the configuration of the school calendar and assessment schedules, and by mutual agreement of the parties, a day may be scheduled in the week preceding Labor Day for all staff to attend. When students at the K-5 level have attended 180 school days, they will not attend the last scheduled student day of the school year. This day shall be used by teachers to complete end of year responsibilities. At the option of the District, two student half days (no longer than 3.5 hours in length) may be scheduled in lieu of the aforementioned school day.

2. New unit members will have three additional workdays for orientation activities in their first year of employment, with the third day being compensated at the professional development rate. If the new unit member is hired after the orientation activities, they will attend orientation activities in the following school year. The start of the work year for new employees shall remain flexible to provide for orientation into the District and shall end no later than the Friday of Regents week.
3. There will be two (2) workdays designated as Superintendent Conference Days per school year with one being co-planned with the Association.
 - a. One Professional Development day with date mutually agreed upon. The agenda, consisting of a series of workshops from which unit members will choose, will be set by a committee of three (3) unit members appointed by the STA and three (3) administrators appointed by the district.
 - b. These two Superintendent Conference Days will not be scheduled during a school recess period.
4. School counselors may be scheduled to work up to the equivalent of twenty (20) summer days in order to accomplish work designated by the principal or designee. Counselors will be compensated at 1/200th of their current salary for each full day worked. If less than a full day, compensation will be based on 1/200th of their current salary divided by 7.5 to determine the hourly rate for each hour worked. Time will be reported on time cards and submitted to their

principal or designee.

C. PARENT-TEACHER CONFERENCES

Unit members in grades one through twelve shall have the equivalent of one work day, and kindergarten teachers shall have the equivalent of two (2) work days per year for parent conferences. The dates will be recommended to the Superintendent of Schools by the Building Planning Team.

D. EVENING MEETINGS

1. Each school will conduct an annual open house event for parents.
2. A second required evening meeting may be scheduled (i.e., curriculum night, kindergarten registration). This second meeting does not have to occur on the same evening for all unit members in the school.
3. The Building Planning Team, via the principal, will provide their schedule for the required evening meetings to the Superintendent, or his/her designee, for review by May 1 of the preceding school year.
4. In addition to these required events, the Building Planning Team in cooperation with the parents' association, teacher leaders, team leaders and the principal may develop plans for other voluntary evening events.

E. FACULTY MEETINGS

Attendance at faculty meetings is a professional responsibility for all unit members. Regular building faculty meetings will not last more than 90 minutes unless agreed to by the faculty and no more than two per month. This does not apply to emergency situations requiring the meeting of faculty.

F. LENGTH OF SCHOOL DAY

1. The length of the school day for all unit members shall be no longer than seven and one-half (7-1/2) hours. A secondary school principal may seek volunteers to provide student supervision outside of the regular work day. Such alternate work day shall not vary from the regular work day by more than 45 minutes (e.g., if the unit member starts 20 minutes early, they may leave 20 minutes early). The principal will notify all unit members of these opportunities. If more unit members express an interest than needed, seniority will be used to determine the assignment.
2. It is understood and agreed by both parties that the seven and one-half hour workday shall not preclude nor limit the conducting of regular student extracurricular activities and faculty meetings. It is further understood and agreed, this article notwithstanding, that unit members will continue to assist pupils who need additional instruction and will meet with parents in consultation concerning their child's educational progress and needs.
3. The President of the Association and the Superintendent of Schools will meet prior to the start of each school year to identify early release or late arrival times for unit members on particular Friday(s) of each month and the last school day prior to Thanksgiving, December, Winter and Spring recesses. They will notify building representatives and principals of the agreement. The building representatives and school principal will inform the Association President and Superintendent of their selected dates.

G. DUTY FREE LUNCH

It will be the responsibility of the District to provide each unit member at least a thirty (30) minute, duty free lunch.

ARTICLE 11 -- EMERGENCY SCHOOL CLOSING

If make-up days are needed to meet the requirements of 180 aided student days, they shall occur as determined by the Superintendent in consultation with the Association President.

In the event that school closes due to emergency conditions after the start of the school day, unit members who have called in sick or are out on any other approved leave, shall have the appropriate leave category reduced according to the following provisions:

1. If school closes before noon, one half day shall be deducted.
2. If school closes after noon, one full day shall be deducted.
3. If school does not open, no days shall be deducted.

ARTICLE 12 -- TEACHER WORK LOAD

I. ELEMENTARY SCHOOLS

A. Every reasonable effort will be made to assign students within the maximum workload guidelines set forth below. The unit member's work load is defined as:

Kindergarten teachers	26 students per class
Classroom teachers	29 students per class
Art, General Music and Physical Education	Up to five (5) sections per day
Academic Intervention Teachers	In collaboration with their school
Consultant Teachers	principal, or designee
Instrumental Music Teachers	
Library Media Specialists	
Occupational Therapists, Physical Therapist	
School Counselors	
School Psychologists	
Speech-Language Teachers	
Teachers of English to Speakers of Other Languages	

- B. Every reasonable effort will be made to integrate students with disabilities into special area (Art, Music, and Physical Education) sections with an equitable balance.
- C. Full-time special area teachers will be scheduled up to five sections per day. It is understood that time for set-up and take down at the beginning and end of each class section shall be available if needed.
- D. Should new, different and/or revised patterns of organization for instruction be developed during the life of this contract, the District and Association will collaboratively resolve any implications on workload.

E. Unit members without a homeroom may be assigned bus duty.

II. SECONDARY SCHOOLS

A. Every reasonable effort will be made to assign students within the maximum workload guidelines set forth below. The unit member's work load is defined as:

Classroom teachers	Average class size of 28 students*
Physical Education teachers	Average class size of 36 students
Academic Intervention Teachers	In collaboration with their school principal, or designee
Consultant Teachers	
Library Media Specialists	
Occupational Therapists	
School Counselors	
School Psychologists	
School Social Worker	
School-to-Work Teacher	
Speech-Language Teachers	
Transition Teacher	

* Excludes music performance ensembles and small group instruction

B. In unforeseen circumstances, the workload guidelines may be exceeded by two students. Any extension beyond this number shall be by the mutual consent of the teacher and the principal.

C. 1. Middle School

All full time classroom and physical education teachers will be assigned five sections per day, or the equivalent based on the school's schedule. Occasionally it may be necessary to assign a sixth section in lieu of the equivalent number of supervisory assignments. When this need exists, the principal will attempt to find a certified teacher who will volunteer to accept the sixth section. If one is not found, the principal shall assign the sixth section.

2. High School

All full time classroom and physical education teachers will be assigned no more than five (5) sections over a two (2) day cycle. Full time classroom and physical education teachers will be assigned no more than the equivalent of three (3) sections per day. Occasionally it may be necessary to assign a sixth section in lieu of the equivalent number of supervisory assignments. When this need exists, the principal will attempt to find a certified teacher who will volunteer to accept the sixth section. If one is not found, the principal shall assign the sixth section.

D. The maximum student load for a classroom teacher with six sections shall be no more than 142 students. Any extension beyond this number shall be by the mutual consent of the teacher and the principal.

E. 1. Middle School

All full time unit members will be assigned no more than an average of seven supervisory periods per week by the school principal or designee.

2. High School

All full time unit members will be assigned no more than 200 minutes of supervisory duties over a four-day cycle by the school principal or designee.

F. 1. Middle School

Homeroom duties may be assigned in addition to supervisory periods. Hallway supervision may be assigned in addition to supervisory periods when extenuating circumstances exist.

2. High School

On a typical school day, a five-minute homeroom duty may be assigned in addition to supervisory assignments. Hallway supervision may be assigned in addition to supervisory assignments when extenuating circumstances exist.

G. Every reasonable effort will be made to integrate students with disabilities into special area (Art, Music, and Physical Education) sections with an equitable balance.

H. Should new, different and/or revised patterns of organization for instruction be developed during the life of this contract the District and Association will collaboratively resolve any implications on workload.

III. COURSE ASSIGNMENT

A. A course assignment is defined as the title of a course. Whenever possible, the assignment of a remedial class, such as Academic Intervention Services, will be considered a separate course title for the purposes of this section.

B. High School: Every reasonable effort will be made to schedule no more than the following number of course assignments for the department indicated:

1. Two - Science

2. Three - English, Math, Social Studies

3. Four - Business, Family and Consumer Sciences, Languages other than English

C. Middle School: Every reasonable effort will be made to schedule English, Math, Science and Social Studies teachers at no more than two grade levels.

D. Should a teacher be assigned more than the number of course assignments outlined above, it shall be done with the mutual consent of the teacher and the principal whenever possible. Should a principal be unable to obtain the consent of a teacher certified to teach the course, the principal shall make the assignment.

E. In an effort to maintain full-time positions, this section (Course Assignments) does not apply to unit members assigned to multiple schools.

ARTICLE 13 -- PLANNING PERIOD

A. A1. 2015-16 school year: In the elementary schools, every full time unit member will ordinarily be provided with a single 45-minute planning period per day and a 30-minute duty-free lunch per day within the instructional day. Part-time unit members will be provided a pro-rated amount of planning time (equal to their FTE) and scheduled as mutually agreed upon with the building principal.

A2. Effective beginning in the 2016-17 school year: In the elementary schools, every full time unit member will ordinarily be provided with a single 55-minute planning period per day and a 30-minute duty-free lunch per day within the instructional day. Part-time unit members will be

provided a pro-rated amount of planning time (equal to their FTE) and scheduled as mutually agreed upon with the building principal.

- B. At the Middle School, every full time unit member will be provided with one planning period per day and a duty-free lunch period.
- C. At the High School, every full-time unit members will be provided with one planning period per day equivalent in length to a block period, and a thirty (30) minute duty-free lunch per day within the instructional day. If for any reason the planning time is not a contiguous block of time, it shall be by mutual consent of the teacher and the principal or their designee.
- 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.)
- E. Every effort will be made to maintain a block of time, either before or after the student day, for unit members to engage in collaborative planning consistent with current practice.

ARTICLE 14 - ELEMENTARY INTRAMURALS

The building principal will attempt to find certified physical education teachers from the building to accept intramural assignments. If a certified physical education teacher does not volunteer, the principal may seek volunteers from the other certified unit members in the building. If a volunteer acceptable to the principal is not found, the principal may assign intramurals to a certified physical education teacher in the building.

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.

Teachers who conduct intramurals will be provided flex time for each session, to a maximum of forty (40) minutes. The flex time will be used within five school days as mutually agreed upon by the teacher and building administrator. The assignment of intramurals is not counted in a unit member's workload.

ARTICLE 15 -- TRAVELING TEACHERS

Except in extenuating circumstances, the District will make every effort to schedule traveling teachers in either elementary or secondary schools.

1. In the event a teacher must travel between District schools on the central campus in the same day, the traveling teacher shall be entitled to approximately 15-20 minutes travel time between assignments.
2. In the event a teacher must travel to/from either Munn or Taylor in the same day, the traveling teacher shall be entitled to approximately 20-25 minutes travel time between assignments.
3. Travel time shall be considered separately from planning and lunch times.

These times do not apply to unit members servicing out of district locations, and travel times will be determined in collaboration with their supervisor(s).

ARTICLE 16 -- TEACHER ASSIGNMENT AND TRANSFER

A. ASSIGNMENT

1. Teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they have, as soon as practicable and under normal circumstances not later than August 15.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teaching assignments shall comply with such pertinent regulations of the State Commissioner of Education.

B. TRANSFERS

1. A change in teaching position from one school to another may be requested by the unit member affected by filing a written statement of such desire with the Superintendent of Schools, via the building principal, not later than April 1. Such request must include the school and subject/grade to which the unit member desires to be assigned. Preferences may be listed. The approval of the Superintendent of Schools is required if a transfer is made.
2. Building transfer of unit members shall be made by the Superintendent of Schools upon the recommendation of the building principal. Such transfers shall be determined by the seniority and qualifications of the unit members involved. Seniority shall be defined as the amount of full time service by a unit member in the district. Qualifications shall be defined as certification except in music, where qualifications shall be defined as area of specialty.
3. Transfers shall not be made for the purpose of discrimination or discipline of any unit member.
4. The best educational program results from the selection of a school faculty which is well balanced in terms of the unit member's experience, general background and competence. Careful consideration will be given to each of the above when filling the vacancies.
5. It is recognized that summer school results affecting pupil placement, new students and unit member availability may result in unavoidable changes in teaching assignments.
6. Nothing in this article shall be construed as limiting the right and responsibility of the district in making unit member assignments as consistent with the educational goals and changing conditions within the district.

ARTICLE 17 – IEP DEVELOPMENT FOR SPECIAL EDUCATION TEACHERS

Special education teachers who are responsible for the annual IEP development who can document that they do not have unassigned time during their workday may request of their principal or their designee up to two days of release time to complete their IEPs in the district.

ARTICLE 18 -- SUBSTITUTES AND AIDES

A. TEACHER SUBSTITUTES

It is mutually recognized that a high level of professional performance is required of substitute teachers. Wherever possible, substitute teachers shall be certified in the level of subject matter assigned. College students who are assigned to our system for practice teaching shall not normally

be used as substitute teachers, although they may, as a planned part of their normal training, be assigned the teaching responsibility of a classroom.

When a unit member is absent, lesson plans for each class shall be left in a pre-designated location.

B. TEACHER AIDES

Aides and assistants shall be used to assist unit members in non-teaching duties and perform services that support teaching – when such services are determined and supervised by unit members.

SECTION IV - PROFESSIONAL GROWTH

ARTICLE 19 -- PROFESSIONAL DEVELOPMENT

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
 - i. During school day - no additional compensation
 - ii. 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 be 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

i. 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.

ii. 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.

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

PROFESSIONAL DEVELOPMENT RATE

\$34 per hour

F. Professional Development Provided by Unit Members

a. 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.

i. 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.

ii. 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%).

b. Tier 2 On-line Professional Development

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

iii. 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.

iv. 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 \$40.80 = \$51.00
 - Example 2: 18 participants converts to 20 participants x .125 hours x 4 hour course x \$40.80 = \$408.00

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	\$51.00	\$102.00	\$204.00	\$306.00	\$408.00	\$612.00	\$765.00
11-20	\$102.00	\$204.00	\$408.00	\$612.00	\$816.00	\$1224.00	\$1530.00
21-30	\$153.00	\$306.00	\$612.00	\$918.00	\$1224.00	\$1836.00	\$2295.00
31-40	\$204.00	\$408.00	\$816.00	\$1224.00	\$1632.00	\$2448.00	\$3060.00

**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

- i. When proposals for group sessions are requested by the Superintendents Conference Day planning committee, the committee will:
 - a. review all submitted proposals, and
 - b. select proposals for the conference day, and
 - c. determine if the unit members whose proposals are selected are serving as presenters or facilitators.

- ii. 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.
 - iii. 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.
 - iv. 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.
- H. 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

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 21 -- REIMBURSEMENT FOR TUITION

For all coursework completed after July 1, 2002

All courses must have the prior approval of the Superintendent or his/her designee. A grade report or transcript and a receipt from the institution of learning detailing the amount paid with the name and date of the course must be submitted by the unit member to the Office of Human Resources upon successful course completion before reimbursement will be issued.

1. Unit members with a Bachelors degree who are matriculated in a Masters degree program, as required for permanent or professional certification in their primary assignment, or a Civil Service unit member where a Masters degree was not required for appointment will be reimbursed for 100% of their tuition (not including fees, college charges, books, etc.), not to exceed SUNY graduate tuition rates, for all tuition leading to such Masters degree.

In the event that the unit member does not remain in Spencerport for three (3) full years after reimbursement of tuition, the reimbursement received will be refunded to the school district on a prorated basis. (See section 5 below)

2. Tuition will be reimbursed upon completion of certain graduate courses that expand the unit member's knowledge of current research as it applies to curriculum, instruction and assessment methods pertinent to their current assignment or application with their students. Tuition will be reimbursed, not to exceed 50% of the SUNY graduate tuition rates, for tenured unit members with permanent or professional certification in their current certification area. This does not apply to unit members on sabbatical leave or for those whose tuition is paid by some other agency. Unit members may be reimbursed for up to twelve (12) graduate credits successfully completed during that contract year (July 1 – June 30).
3. Tuition will be reimbursed upon completion of certain graduate courses that expand the unit member's knowledge of current research as it applies to curriculum, instruction and assessment

methods pertinent to their current assignment or application with their students. Tuition will be reimbursed, not to exceed 50% of the SUNY graduate tuition rates, for non-tenured unit members with permanent or professional certification in their current certification area. This does not apply to unit members on sabbatical leave or for those whose tuition is paid by some other agency. Unit members may be reimbursed for up to twelve (12) graduate credits successfully completed during that contract year (July 1 – June 30).

In the event that the unit member does not remain in Spencerport for three (3) full years after reimbursement of tuition, the reimbursement received will be refunded to the school district on a prorated basis. (See section 5 below)

4. For unit members pursuing coursework in educational administration, the District may, at its discretion, provide tuition reimbursement not to exceed 100% of the SUNY graduate tuition rate. Such requests shall be made to the superintendent or their designee. Unit members may be reimbursed for up to twelve (12) graduate credits successfully completed during that contract year (July 1 – June 30). Prior to matriculation in an educational administration program, a unit member may request of the superintendent or their designee permission to receive reimbursement for more than twelve (12) graduate credits in a contract year.

If the District reimburses (pays) tuition in excess of 50% of the SUNY graduate tuition rate, the unit member will not receive an adjustment in salary for those graduate credits (see Article 25). Unit members will be provided a choice to accept the reimbursement (payment) of tuition in excess of 50%, without adjustment to salary, or receive tuition reimbursement, as per sections 2 or 3 of this article, with salary adjustment (see Article 25).

5. Unit members leaving the District:
 - Less than one year after reimbursement received will provide a full refund of the reimbursed tuition.
 - At least one year but less than two years after reimbursement received will provide a two-thirds refund of the reimbursed tuition.
 - At least two years and less than three years after reimbursement received will provide a one-third refund of the reimbursed tuition.
 - It is the responsibility of the unit member to satisfy the requirement to provide the District with a refund of reimbursed tuition. The District may consider extenuating circumstances (e.g., illness). The District may use any legal form of collection when the unit member fails to provide reimbursement, as agreed.

ARTICLE 22 -- EDUCATIONAL CONFERENCE LEAVE

Unit members shall have available educational conference leave after review by the building principal and granted or denied at the discretion of the Superintendent of Schools, or designee. If denied, the unit member will be informed of the reason. Educational conference leave days will not be deducted from sick or personal leave day allotments.

ARTICLE 23 -- PROFESSIONAL IMPROVEMENT DAYS

Any certified unit member on the permanent staff may request professional visitation day(s) after consultation with the building principal. Such requests must be approved by the building principal and the Superintendent of Schools.

ARTICLE 24 -- SABBATICAL LEAVE

A leave of absence will be offered under the following regulations. Benefits from such leaves have been well established by the experience of many school systems. Through such leaves of absence conscientious years of District service can be recognized, a unit member's personal development can be stimulated, and in the final analysis the youth of our school district will be better served by the unit member's broadened learning experiences.

A. Provision for Leave after Seven (7) Years

- 1) Unit members who have served seven (7) years in the District may upon the recommendation of the Superintendent and with the approval of the Board of Education be granted leave of absence for study or in-district work. No individual shall have more than one (1) leave in any seven (7) year period.
- 2) If leave is granted for one (1) year, fifty percent (50%) of the applicant's annual salary will be paid. If leave is granted for one half (1/2) year, full salary will be paid while on leave. Preference will be given to those applying for a full year's leave of absence.

If an in-district leave of absence is granted for a full year or half year, it will be at full pay.

B. Provisions for Leave after Fourteen (14) Years

Unit members who have served fourteen (14) years in the District may upon recommendation of the Superintendent and with approval of the Board of Education be granted a full year's absence for study or in-district work. During such leave, each unit member shall be paid seventy-five percent (75%) of their annual salary.

If an in-district leave of absence is granted for a full year or half year, it will be at full pay.

C. General Provisions

- 1) All those taking leave will participate in salary increments, adjustments and benefits the same as for regular service.
- 2) Not more than three (3) regularly employed shall be on leave of absence. Should the number of applicants exceed three, selection will be based upon the following:
 - a) Length of Service. Preference will be given to those with longest service.
 - b) Distribution of leaves of absence will be made as fairly as possible among all unit members.
- 3) All applications shall include a written proposal outlining in detail the purpose, plan and goals of the applicant's sabbatical program (see Appendix D), and must be submitted to the Superintendent, via the building principal, no later than February 1 of the preceding year.
- 4) Applications will be referred to the sabbatical leave committee which shall be comprised of the Superintendent acting ex-officio, the president of the Spencerport Teachers' Association acting ex-officio, and seven (7) voting members to include two (2) unit members from the elementary level, one (1) unit member from the senior high level, one (1) unit member from the middle school, one (1) member of the Administrative Staff, one (1) member of the central office administrative staff and one (1) member at large.

The Superintendent will choose the administrative member and the central administrative

office staff member. The Spencerport Teachers' Association shall choose the remainder of the committee.

- 5) As part of the screening process for applicants for sabbatical leaves, personal interviews with the leave committee will be held. This interview will allow the committee to gain insights which might not be possible if application is limited to written materials only. In addition, this interview will give the applicant the opportunity to detail plans for the use of the leave and support their application by conversation with members of the committee. The committee will recommend the approval of zero (0) to three (3) sabbatical leaves to the Superintendent in priority order.
- 6) The Superintendent will present the recommendations of the committee along with their recommendations to the Board of Education.
- 7) The Board of Education will consider the recommendations of the committee and Superintendent in their approval process. The decision of the Board of Education will be final.
- 8) All applicants will be notified of the final determination of their request.
- 9) Persons granted leave of absence are required to submit to the Superintendent a written status report on a monthly basis during the term of the leave and a comprehensive written report of their completed studies within one (1) month after return to school. Transcripts are to be submitted also.

If conditions for which the leave was granted change during the term of such leave, the unit member shall submit a written report to the Superintendent immediately.

- 10) Applicants must file with the Board of Education a written agreement to remain in the service of the Spencerport Central School for a period of at least three (3) years following leave. In the event that the unit member does not remain in Spencerport for a full three (3) years, the salary received during such leave will be refunded to the school district on a prorated basis as follows:

- Less than one year - full refund
- One to two years - two-thirds refund
- Two to three years - one-third refund

Resignation because of illness will receive special consideration.

- 11) Sabbatical leaves will normally begin at the start of school district semester.
- 12) A list of persons applying for sabbatical leave will be kept so those unit members may be considered in order of recommendation if someone drops out.
- 13) A unit member returning from leave shall have a position in the same tenure area. The position may or may not be in the same building or grade level.
- 14) If a study sabbatical ends and work time remains at the end of the semester the unit member on sabbatical may, at their option and with the concurrence and approval of the Superintendent, return to work in the district for the time remaining in the school semester. Their per diem rate of pay will be the difference between their FTE salary and their sabbatical salary.

SECTION V - SALARY, STIPENDS AND COMPENSATION

ARTICLE 25 - SALARY

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

Longevity

Unit members in lanes from B to B+35 will be entitled to a longevity increment upon completion of 14, 19, 24 and 29 years of credited service in Spencerport.

Unit members in lanes from M or higher will be entitled to a longevity increment upon completion of 14, 19, 24 and 29 years of credited service in Spencerport.

Any unit member with partial years of credited service at the beginning of the school year will receive a longevity increment as follows:

- a. Less than .5 partial year of credited service: receive 100% of the longevity payment in the first school year after completing 15, 20, 25 and 30 years of credited service.
- b. .5 or more partial year of credited service: receive 50% of the longevity payment in their 14th, 19th, 24th and 29th year of service and the remaining 50% in their 15th, 20th, 25th and 30th year of credited service.

Longevity increment

<u>B to B+35</u>	<u>M to M+30</u>
\$1,172	\$2,339

Adjustments for Graduate and In-service

Unit members with a Bachelor’s degree with provisional or initial certificate 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

Salary adjustments for Graduate Hours and In-service Credits

Graduate hours and in-service credits go to the Board of Education at regular meetings three times a year, August, November and March. Any salary adjustment will be for the same contract year in which the Board approves hours/credits. Any adjustments accepted by the Board of Education in August will take effect in September of that same contract year. Paperwork for hours/credits to be submitted to the Board of Education must be submitted to the Human Resources department no later than the first day of the month in which the Board will act. A prior approval form along with a transcript showing the successful completion of the class is needed in order to be considered for salary adjustment.

ARTICLE 26 -- GRADUATE AND IN-SERVICE HOURS

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.

Unit members frozen on the salary grid 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

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:

<u>Hours</u>	<u>Credits</u>	<u>Amount Paid</u>
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 28 - NATIONAL BOARD CERTIFICATION

Unit members who achieve national recognition for their respective area of certification will receive an annual stipend at the start of the first school year after receipt of this certification. These stipends include:

- Counselors \$2,000 per year for national certification from the National Board for Certified Counselors
- Psychologists \$500 per year for national certification from the National Association of School Psychologists
- Speech teachers \$2,000 per year for national certification from the National Speech Hearing Association

Teachers \$2,000 per year for national certification from the National Board for Professional Teaching Standards.

The stipend will continue to be paid while the unit member maintains this credential.

Unit members must inform the District when they start the qualification process and when they reach the approximate mid-point for national certification.

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

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. Team leaders may be scheduled to work up to two days in the summer as identified by the Assistant Superintendent for Instruction and will be compensated at the curriculum rate.

Each Team Leader will schedule/be scheduled for meetings as follows:

- a. Weekly meetings with their team
- b. Bi-weekly meetings with the school principal and others as invited by the principal
- c. Monthly meetings with the Instructional Specialists
- d. Monthly Curriculum/Staff Development Council meetings

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

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

	<u>Amount for five (5) or less teachers</u>	<u>Amount for six (6) to ten (10) teachers</u>	<u>Amount for eleven (11) or more teachers</u>
2018-19:	\$2,804	\$3,252	\$3,699
2019-20:	\$2,846	\$3,301	\$3,754

2B. Teacher Leaders, grade 6-12, will be assigned one less class assignment and be relieved of supervisory assignments, except for homerooms, and emergency situations that may arise from time to time. Teacher Leaders will use this release time for department duties.

2C. K-5 Team Leaders will be released from classroom duties ten (10) half days per year. Teacher Leaders will use this release time for department duties.

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:

- a. Department meetings as scheduled by the principal(s)
- b. Meetings with the school principals(s) and others as invited by the principal(s)
- c. 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, who provide mentoring services shall be provided with a stipend in the amount of 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.
- 5B. The stipend for mentors will be prorated for any mentee who works less than one full school year (e.g., 10% of the stipend for every full month).
- 5C. An individual who is deemed to require additional mentoring in their second year, their principal will make arrangements with their team leader, teacher leader, or department chair to provide the individual with additional support.

ARTICLE 30 –P.B.I.S. COACHES

If an elementary classroom teacher assumes the role of P.B.I.S. coach they will receive four (4) half-day releases during the school year and be required to attend quarterly P.B.I.S. coaches’ meetings. Any secondary school unit member who is normally assigned supervisory assignments and assumes the role of P.B.I.S. coach will be released from supervisory assignments and be required to attend quarterly P.B.I.S. coaches’ meetings.

ARTICLE 31– TRAUMA ILLNESS GRIEF (TIG) TEAM

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

1. COACHING

- A. Coaches who are currently coaching the sport in Spencerport and are required by the District and receive approval to represent the District on County, Sectional, State or National Committees pertaining to the sport they coach in Spencerport shall receive reasonable release time to attend such events. When the District makes such a requirement, reasonable expenses

pertaining to the event will be reimbursed by the District in accordance with its established policies and with voucher submission.

- B. The default method of payment shall be five (5) installments with the last payment being made after the completion of the coach's duties. For those coaches electing to receive a lump sum payment, such payment shall be made at the end of the season after the completion of the coach's duties. Coaches electing a lump sum payment will make that designation when signing their coaching stipend agreement.

C. STIPEND SCHEDULE

1. Sport Groups

- Group 1 Boys Basketball
Girls Basketball
Football
Boys Soccer
Girls Soccer
Wrestling
- Group 2 Girls Volleyball
Baseball
Softball
Boys Lacrosse
Girls Lacrosse
Hockey
- Group 3 Boys Swim
Boys Volleyball
Girls Swim
Winter Cheer
- Group 4 Boys Indoor Track
Girls Indoor Track
Boys Track & Field
Girls Track & Field
Boys Cross Country
Girls Cross Country
Fall Cheer
- Group 5 Bowling
Boys Golf
Girls Golf
Boys Tennis
Girls Tennis

Group 6 All Unified Sports

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

3. Longevity Increment

A coaching longevity increment will be paid to coaches who have been coaching the same sport for Spencerport Central Schools, as follows:

- a. A longevity increment equal to 3% of the current year's stipend will be added to the coach's base salary upon completion of 14, 19, 24, 29 years of coaching the same sport. (similar to unit member longevity, Article 25).
- b. This longevity increment will be added to the coaches' base coaching stipend on a one-time basis at the year stated.

Same sport is defined as the same sport without regard to level. Example: 10 years as JV girls basketball and four years as Varsity girls basketball is 14 years experience coaching basketball.

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. New Teams

Any new team added to the district's athletic program will be placed in a grouping according to their cumulative rating total of established criteria (length of season, number of regular season varsity contests, number of teams, number of participants, number of staff.)

6. STIPEND SCHEDULE for 2018-19

<u>Group 1</u>	D	E	F	G	H	I	J	K
Varsity	\$4,245	\$4,373	\$4,548	\$4,686	\$4,828	\$4,972	\$5,150	\$5,535
JV/Prgm Asst.	\$3,184	\$3,280	\$3,411	\$3,515	\$3,621	\$3,729	\$3,863	\$4,151
Mod A	\$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
<u>Group 2</u>								
Varsity	\$3,753	\$3,866	\$4,020	\$4,142	\$4,268	\$4,395	\$4,553	\$4,893
JV/Prgm Asst.	\$2,815	\$2,900	\$3,015	\$3,107	\$3,201	\$3,296	\$3,415	\$3,670
Mod A	\$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
<u>Group 3</u>								
Varsity	\$3,532	\$3,638	\$3,784	\$3,899	\$4,017	\$4,137	\$4,285	\$4,605
JV/Prgm Asst.	\$2,649	\$2,729	\$2,838	\$2,924	\$3,013	\$3,103	\$3,214	\$3,454
Mod A	\$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
<u>Group 4</u>								
Varsity	\$3,311	\$3,411	\$3,547	\$3,655	\$3,766	\$3,878	\$4,017	\$4,317
JV/Prgm Asst.	\$2,483	\$2,558	\$2,660	\$2,741	\$2,825	\$2,909	\$3,013	\$3,238
Mod A	\$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
<u>Group 5</u>								
Varsity	\$2,870	\$2,956	\$3,074	\$3,168	\$3,264	\$3,361	\$3,481	\$3,742
JV/Prgm Asst.	\$2,153	\$2,217	\$2,306	\$2,376	\$2,448	\$2,521	\$2,611	\$2,807
Mod A	\$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
<u>Group 6</u>								
Coach	\$1,093	\$1,126	\$1,171	\$1,206	\$1,242	\$1,279	\$1,325	\$1,425

7. STIPEND SCHEDULE for 2019-20

<u>Group 1</u>	D	E	F	G	H	I	J	K
Varsity	\$4,415	\$4,548	\$4,730	\$4,873	\$5,021	\$5,171	\$5,356	\$5,756
JV/Prgm Asst.	\$3,311	\$3,411	\$3,548	\$3,655	\$3,766	\$3,878	\$4,017	\$4,317
Mod A	\$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
<u>Group 2</u>								
Varsity	\$3,903	\$4,020	\$4,181	\$4,308	\$4,439	\$4,571	\$4,735	\$5,088
JV/Prgm Asst.	\$2,927	\$3,015	\$3,136	\$3,231	\$3,329	\$3,428	\$3,551	\$3,816
Mod A	\$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
<u>Group 3</u>								
Varsity	\$3,673	\$3,784	\$3,935	\$4,054	\$4,177	\$4,302	\$4,456	\$4,789
JV/Prgm Asst.	\$2,755	\$2,838	\$2,951	\$3,041	\$3,133	\$3,227	\$3,342	\$3,592
Mod A	\$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
<u>Group 4</u>								
Varsity	\$3,444	\$3,547	\$3,689	\$3,801	\$3,916	\$4,033	\$4,178	\$4,490
JV/Prgm Asst.	\$2,583	\$2,660	\$2,767	\$2,851	\$2,937	\$3,025	\$3,134	\$3,368
Mod A	\$2,239	\$2,306	\$2,398	\$2,471	\$2,545	\$2,621	\$2,716	\$2,919
Mod 7/8	\$2,066	\$2,128	\$2,213	\$2,281	\$2,350	\$2,420	\$2,507	\$2,694
<u>Group 5</u>								
Varsity	\$2,985	\$3,074	\$3,197	\$3,294	\$3,394	\$3,496	\$3,621	\$3,891
JV/Prgm Asst.	\$2,239	\$2,306	\$2,398	\$2,471	\$2,546	\$2,622	\$2,716	\$2,918
Mod A	\$1,940	\$1,998	\$2,078	\$2,141	\$2,206	\$2,272	\$2,354	\$2,529
Mod 7/8	\$1,791	\$1,844	\$1,918	\$1,976	\$2,036	\$2,098	\$2,173	\$2,335
<u>Group 6</u>								
Coach	\$1,137	\$1,171	\$1,218	\$1,254	\$1,292	\$1,330	\$1,378	\$1,482

2. NON-COACHING ATHLETIC ASSIGNMENTS

Equipment Manager (fall)	\$1,252
Equipment Manager (winter)	\$1,252
Equipment Manager (spring)	\$1,252
Fitness Center (High School)	\$750
Fitness Center (Middle School)	\$750
Head Athletic Event Supervisor (fall)	\$1,018
Head Athletic Event Supervisor (winter)	\$1,018
Head Athletic Event Supervisor (spring)	\$1,018
Summer Inventory/Recalibration Manager	\$750
Unified Sports Advisor	\$550
Unified Sports Youth Activation Advisor	\$550

3. EXTRACURRICULAR ASSIGNMENTS (Clubs and Activities)

A. The Spencerport School District provides numerous clubs and activities in order to provide enriching opportunities for students that supplement their classroom learning experience. To ensure quality experiences for students, advisors will provide the necessary guidance and supervision. Unit members will have the opportunity to apply for such advisorships. Non-unit members may be appointed as the advisor when no unit member expresses an interest in a position.

Appointments to clubs and activities are for a one-year term and recommended to the Board of Education by the building administrator in charge. In the event a non-unit member is appointed to an open position for two consecutive years, he/she may re-apply in the following year with equal stature as unit members.

Advisors will be placed on the step schedule based on previous experience. Advisors who do not serve for the entire school year will receive a pro-rated stipend as agreed by the Association president and Superintendent, or their designee.

The advisor(s) will submit an annual self-assessment to the school administrator in charge.

B. New Clubs and Activities

Proposals to start new clubs and activities can originate with unit members or administrators. These proposals will be reviewed at the building level following existing Board of Education policy (see policy 7410). New clubs and activities that are approved by the Board of Education will receive a charter year stipend of \$400 (pro-rated for a partial year). The club/activity will be evaluated based on the following parameters by the end of the charter year in order to establish a stipend on the Club and Activities tier and step schedule for the next school year, if applicable:

- Planning time per year without students,
- Frequency of meetings,
- Time spent outside of the school day,
- Number of students involved,
- Responsibilities of the club/activity advisor.

Based on the charter year evaluation, the Director of Personnel will make a recommendation to the Superintendent and Board of Education for the establishment of an appropriate stipend.

C. STIPEND SCHEDULE

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
Bernabi	4H Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Art Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Boondoggle/Duct Tape Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Camera Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Card Making with a Purpose Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Chess Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Crochet Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Knitting Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Bernabi	Scrapbooking Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Canal View	Breakfast & a Book Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
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%
Munn	Backugan/Yu-Gi-Oh/Poke'mon Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Taylor	Chess Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
Taylor	Dance Club	\$400	\$412	\$424	\$437	\$450	\$464	\$478	\$492	\$507	\$522	3%
High School	Fashion 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	H.O.P.E.	\$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%
High School	Multicultural 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	Snowsports 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).

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
Bernabi	Baseball Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Green Thumb Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Lego Club (1-3)	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Lego Club (1-3)	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Lego Club (4-5)	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Outdoor Adventure Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Safety Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Show Choir	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Bernabi	Student Leaders Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Breakfast and a Book	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Creativity Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Green Thumb Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Math Science Technology Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Musical Theater Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Newspaper Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Safety Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Service Learning Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Canal View	Student Council	\$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%
Munn	Safety Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Munn	Student Leaders Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Taylor	Filmaking Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Taylor	Inventor's Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Taylor	Safety Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Taylor	Student Leaders Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	Academic Challenge Bowl	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	Courtyard and Critter Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	FACS Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	French Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	Library Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	National Junior Honor Society	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	PRIDE	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	Spanish Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
Cosgrove	Student Council	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Art Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Business Honor Society	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	DECA	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Environmental Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	First Priority Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	French Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	French Honor Society	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	History Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Italian Club	\$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	Master Minds	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Math League	\$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	Mock Trail	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Model UN	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	National Honor Society (HS)	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	PRIDE	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Service Club	\$500	\$515	\$530	\$546	\$562	\$579	\$596	\$614	\$632	\$651	3%
High School	Spanish 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	STEP Team Club	\$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%
High School	Varsity Club	\$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
Bernabi	First Lego League	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Canal View	Drama Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Canal View	First Lego League	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Canal View	Junior Jazz Band Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Munn	Drama Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Munn	First Lego League	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Taylor	First Lego League	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%

Cosgrove	Art 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%
Cosgrove	Chess Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Cosgrove	First Lego League	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Cosgrove	Middle School Bookstore	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Cosgrove	MS Yearbook Advisor	\$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	Ski Club*	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Cosgrove	Technology Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
High School	Drumline Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
High School	Friday Jazz Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
High School	Musicians Club	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
High School	Snowsports Club*	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
* \$600 additional for multi-day ski trip, *\$75 stipend may be approved by the principal, or designee, for additional supervisor(s) per after school trip based on participating students; minimum one (1).												
High School	Treble Choir	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
High School	Yearbook Asst.	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784	3%
Tier IV												
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	Class Advisors*	\$800	\$824	\$849	\$874	\$900	\$927	\$955	\$984	\$1,014	\$1,044	3%
*\$600 additional for Senior year advisor(s)												
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
Cosgrove	Cave Drama Club	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
Cosgrove	Drama Coach (MS Musical)	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
High School	FIRST Tech Challenge	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
High School	HS Musical: Asst. Director	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
High School	HS Musical: Director (STAGE Club)	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
High School	HS Musical: Orchestra Director	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
High School	HS Musical: Vocal Director	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
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%
High School	Student Government	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
High School	Yearbook	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
District	Odyssey of the Mind	\$1,200	\$1,236	\$1,273	\$1,311	\$1,350	\$1,391	\$1,433	\$1,476	\$1,520	\$1,566	3%
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	First Robotics Club	\$3,000	\$3,090	\$3,183	\$3,278	\$3,376	\$3,477	\$3,581	\$3,688	\$3,799	\$3,913	3%
High School	First Robotics Club	\$3,000	\$3,090	\$3,183	\$3,278	\$3,376	\$3,477	\$3,581	\$3,688	\$3,799	\$3,913	3%
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 33 – BUILDING PLANNING TEAM

A. Members of the Building Planning Team will receive an annual stipend for a full year’s membership in the amount of \$1,184.

The annual stipend for the Building Planning Team will be paid in two installments. Fifty percent (50%) of the stipend will be paid in December for the first half of the school year. The remaining fifty percent (50%) of the stipend for the second half of the school year will be paid in June.

Building Planning Team members who do not serve for the entire school year will receive a pro-rated stipend for the amount of time that they served on the Building Planning Team.

Meetings in the summer, authorized and approved by the Superintendent of Schools, will be compensated pursuant to Article 37, SUMMER CURRICULUM WORK.

- B. If an unresolved issue arises between the members of the Planning Team, the members of the Team and/or the building administrator may request that the Superintendent select a facilitator to assist in resolving the problem.
- C. Each Building Planning Team will be responsible for selecting its own chairperson(s).
- D. The membership of the Building Planning Team shall be:
 - K-5 schools: six unit members
 - Middle School: seven unit members
 - High School: eight unit members

If the organization and/or enrollment of the District's schools changes significantly, the Association President and Superintendent will discuss and agree upon any revisions to the membership of the Building Planning Teams.

- E. Contractual terms and conditions of employment shall not be subject to Building Planning Team discussion.
- F. Members of the Building Planning Team may be released from classroom responsibilities four half days per academic year for team meetings.

ARTICLE 34 – MUSIC

- 1. If the elementary band teachers continue to have band rehearsals prior to the unit member's normal work day, they will be paid an annual stipend of \$1,118. This stipend is based on two rehearsals per week for the whole school year. The stipend will be pro-rated for bands that meet one day per week and/or for half of a school year.

If the elementary music teachers continue to have chorus rehearsals 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 the rehearsals are held for less than a full year.

If the middle school band and chorus directors continue to have band or chorus rehearsals prior to the unit member's normal work day, they will be paid an annual stipend of \$1,118. This stipend is based on two rehearsals per week for the whole school year. The stipend will be pro-rated for bands and choruses that meet one day per week and/or for half of a school year.

- 2. Music teachers who participate in district-approved Monroe County or NYSSMA festivals or who participate with marching bands in the Firemen's Parade, shall be paid in accordance with proctoring, Article 34. The teacher leader for the music department will submit a list of proctors for these events in advance for review and prior approval by the principal or their designee.
- 3. Band teachers required to participate in the local Memorial Day Parade will receive \$223.

ARTICLE 35 -- EXTRA ASSIGNMENTS: TEACHERS AS SUBSTITUTES AND TUTORS

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.

2. 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.

3. 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.

Section 2: Teachers as Tutors

Unit members asked by the District to provide tutoring services, will submit documentation for the time they spent providing tutoring services to the assigned student. The documentation will be reviewed by the teacher's supervisor or their designee and forwarded to the business office for the processing of payment. Unit member's rate of pay for tutoring services will be based on the rates established in Article 4 section D subsection 1.

Unit member's interested in providing tutoring services will inform their supervisor or their designee that tutoring may be assigned and provided by other employees or independent contractors of the District and tutoring is not the exclusive work of the Spencerport Teachers Association. It is understood that the District may make requests for tutoring services to the most appropriate unit member without regard to seniority or certification.

ARTICLE 36 – TRANSITION SUPPORT FOR ESTABLISHING A NEW ELEMENTARY CLASSROOM

1. When an elementary classroom teacher is involuntarily moved by their principal from one classroom to another, the unit member will be provided with up to two (2) six (6) hour days in the summer for transition support to establish their new classroom. The rate of compensation

will be \$15 per hour worked. Unit members will record their time on time cards and submit to their principal, or designee, for review and approval.

2. This agreement does not apply to individuals who voluntarily request and receive a transition in room assignment. The following is a list of possible examples but is not intended to be inclusive.

The unit member would not be eligible for transition support if they:

- a. have requested a move to a new classroom; or
 - b. have requested a move to a different grade level; or
 - c. have been assigned to a new grade or assignment in the same classroom; or
 - d. have requested a transfer to a different school; or
 - e. have applied and been selected for a new position in the same school (e.g., special education teacher becoming a K-5 classroom teacher); or
 - f. are returning from a leave of absence.
3. Other teachers who are involuntarily moved to a new room wishing transition support may make a request with their principal that will be considered by the Superintendent or their designee.
 4. 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 37- EVENING CHAPERONING AND PROCTORING

Unit members chaperoning for evening student dances and proctoring for evening or Saturday events, as well as music teachers proctoring for music performances throughout the school year, will be remunerated at the rate of \$23.14 per hour for the time actually spent at the event. The minimum amount of time for which a chaperone will be paid for any one day will be 2.0 hours.

The time chart will be validated by the administrator in charge of the event.

For time under/over the hour, the District agrees to pay on a fifteen (15) minute basis. For example:

- A. Proctor works 2 hours, 53 minutes = 3 hours pay.
- B. Proctor works 2 hours, 52 minutes = 2 hours, 45 minutes pay.

ARTICLE 38 -- TRAVEL REIMBURSEMENT

An employee who uses their vehicle for approved travel on school district business will be reimbursed at the prevailing I.R.S. mileage rate upon submission of appropriate vouchers.

ARTICLE 39 – SUMMER SCHOOL POSITIONS IN DISTRICT

1. Spencerport teachers who meet the certification requirements and possess the necessary qualifications shall be given priority over other teachers in filling summer school teaching positions.
2. Appointments to summer school teaching positions shall be determined by the administrator responsible for the program. Specific qualifications for the teaching positions will be the basis for

selection. In the event that two or more applicants are equally qualified, as determined by the responsible program administrator, seniority in the identified tenure area(s) shall be the determining factor.

3. All summer school teaching openings shall be posted and announced in all district schools so that qualified personnel may apply and receive consideration.
4. Remuneration for summer school teachers shall be on an hourly basis according to the following formula:
 - $1/200^{\text{th}}$ of the unit member's current salary divided by 7.5 hours to a maximum hourly rate of:
 - a. 2015-16 \$41.06
 - b. 2016-17 \$42.37
 - c. 2017-18 \$43.73
5. Summer school teachers will be credited with one (1) day of full pay illness benefit, non-cumulative.
6. Summer school teachers shall be guaranteed at least thirty (30) minutes prep time per session.

ARTICLE 40 -- SUMMER CURRICULUM WORK

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 41 -- DIRECT DEPOSIT

Unit members, through the District's payroll system, will deposit one hundred percent (100%) of their payroll into any bank(s) and/or credit union(s) reached through the Automated Clearing House (ACH) in New York.

ARTICLE 42 - PAYROLL DISTRIBUTION

The semi-monthly payroll distribution will provide payroll on the 15th and the last business day of the month. If the 15th is a Saturday, Sunday or legal holiday, payment will be made on the last business day prior to the 15th.

SECTION VI - BENEFITS

ARTICLE 43 -- HEALTH BENEFITS

1. Active Full-time Unit Members

1. The district will pay 90% of the premium for the district dental insurance plan.
2. The district will pay 90% of the premium for the district vision insurance plan.
3. The district's monetary contribution for medical insurance will be equal to 90% of the RASHP 2 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.
4. Unit members enrolled in a RASHP 2 medical insurance plan will receive a \$105 plan contribution as follows:

A. Single	\$225
B. Two-person	\$450
C. 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.

5. 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.
 - a) 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.
- 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.

2. 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.

3. Active Part-time Unit Members

Part time employees will share in the cost of the health insurance premium pro-rata for all plans detailed in Section 1, Active Full Time Unit Members, (e.g. a unit member who is .8 FTE would receive eighty (80) percent of the contribution the district makes for a full time unit member).

4. Retiree Health Insurance

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).

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 who have completed the equivalent of 15 or more years of continuous employment in the Spencerport Central School District but less than the equivalent of 20 years of continuous employment in the Spencerport Central School District shall be eligible for health insurance in retirement. All District contributions for health insurance in retirement will be reduced by 10% from the percentages specified in this section (3A and 3B) for these unit members (e.g., if the district contribution is equal to 95% for a unit member with 20 or more years of full time equivalent District service, the

retired unit member with at least 15 years of full time equivalent District service and less than 20 years of full time equivalent District service will receive 85%.)

Unit members serving in a part-time capacity and/or work a partial year will receive pro-rated District service credit based on their FTE and/or months worked (i.e., 10 months in a .5 FTE position equals 0.5 years of District service, 6 months in a 1.0 FTE position equals 0.6 years of District service).

The “years of District service” determination is based on continuous employment (e.g., if a unit member resigned from the District and was subsequently re-hired by the District, the time spent in the first period of employment does not count for the “years of District service” determination). Time spent on an approved leave of absence or a Preferred Eligibility List is not considered as a break in continuous employment. Time spent on an approved unpaid leave of absence does not count towards the years of District service credit.

It is the expectation that unit members will sign up for Medicare part B when first eligible.

A. Unit members employed by the District or on an approved leave of absence from the District in the 2004-05 school year:

1. The district will pay 100% of the monthly premium for the district dental plan in retirement.
2. The district will pay 100% of the monthly premium for the district vision plan in retirement.
3. The district’s contribution for retiree medical insurance will be as follows:
 - a. If the retired unit members legal residence is in the RASHP 2 service area and the retired unit member is not eligible to enroll in Medicare
 - i. The district contribution for medical insurance will be equal to 100% of the monthly premium for RASHP 2 Select. For unit members announcing their retirement from the District on or after February 1, 2015, the District’s contribution for medical insurance will be equal to 100% of the monthly premium for RASHP 2 Value.
 - ii. The retired unit member may apply the district’s contribution to any plan available to unit members, not to exceed 100% of the premium.
 - iii. Those selecting the RASHP indemnity plan,
 1. If 20 or more years of continuous full time equivalent District service as of July 1, 2005, the district contribution will be no less than 90% of the premiums for the RASHP indemnity plan.
 2. If less than 20 years of continuous full time equivalent District service as of July 1, 2005, the district contribution will be no less than 85% of the premiums for the RASHP indemnity plan.
 - b. If the retired unit members legal residence is not in the RASHP 2 service area and the retired unit member is not eligible to enroll in Medicare
 - i. The district contribution for medical insurance will be equal to 95% of the RASHP indemnity plan.

- ii. Unit members may apply the monetary equivalent of 95% of the premiums for the RASHP indemnity plan (single or family) to any plan they select, not to exceed 100% of the premium for the selected plan (e.g., a unit member relocates to Texas or Arizona and enrolls in a plan that is not offered by the District). The unit member will submit copies of quarterly paid invoices to the District for reimbursement.
 - c. If the retired unit members legal residence is in the RASHP Medicare Blue Choice service area and the retired unit member is eligible to enroll in Medicare
 - i. The district contribution for medical insurance will be equal to 100% of the monthly premium for RASHP Medicare Blue Choice with a prescription rider initially set at \$10/\$20/\$35.
 - ii. The retired unit member may apply the district's contribution to any plan available to unit members, not to exceed 100% of the premium.
 - iii. Those selecting the RASHP indemnity plan with Medicare primary plan,
 - A. If 20 or more years of continuous full time equivalent District service as of July 1, 2005, the district contribution will be no less than 90% of the premiums for the RASHP indemnity plan with Medicare primary plan.
 - B. If less than 20 years of continuous full time equivalent District service as of July 1, 2005, the district contribution will be no less than 85% of the premiums for the RASHP indemnity plan with Medicare primary plan.
 - d. If the retired unit member's legal residence is not in the RASHP Medicare Blue Choice service area and the retired unit member is eligible to enroll in Medicare
 - i. The district contribution for medical insurance will be equal to 95% of the RASHP indemnity plan with Medicare primary plan.
 - ii. Unit members may apply the monetary equivalent of 95% of the premiums for the RASHP indemnity plan with Medicare primary plan (single or family) to any plan they select, not to exceed 100% of the premium for the selected plan (e.g., a unit member relocates to Texas or Arizona and enrolls in a plan that is not offered by the District). The unit member will submit copies of quarterly paid invoices to the District for reimbursement.
 - 4. Retired unit members owing money to the district for health insurance will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill and provided with notice that coverage will be terminated if their payment is not received within 30 days of the due date. Should a retired unit member's coverage be terminated, the unit member may re-enroll at the next open enrollment period. The language in this section applies to all retired unit members.
- B. Unit members first employed by the District in or after the 2005-06 school year:
- 1. The district will pay 95% of the monthly premium for the district dental plan in retirement.
 - 2. The district will pay 95% of the monthly premium for the district vision plan in retirement.
 - 3. The district's contribution for retiree medical insurance will be as follows:
 - a. If the retired unit member is not eligible to enroll in Medicare

- i. The district contribution for medical insurance will be equal to 95% of the monthly premium for RASHP 2 Select. For unit members announcing their retirement from the District on or after February 1, 2015, the District's contribution for medical insurance will be equal to 95% of the monthly premium for RASHP 2 Value.
 - ii. The retired unit member may apply the district's contribution to any plan available to unit members, not to exceed 100% of the premium.
 - iii. If the unit member's legal residence is outside the RASHP 2 service area, the unit member may apply the District's monetary contribution to any plan they select, not to exceed 100% of the premium for the selected plan (e.g., a unit member relocates to Texas or Arizona and enrolls in a plan that is not offered by the District). The unit member will submit copies of quarterly paid invoices to the District for reimbursement.
 - b. If the retired unit member is eligible to enroll in Medicare
 - i. The district contribution for medical insurance will be equal to 95% of the monthly premium for RASHP Medicare Blue Choice with a prescription rider initially set at \$10/\$20/\$35.
 - ii. The retired unit member may apply the district's contribution to any plan available to unit members, not to exceed 100% of the premium.
 - iii. If the unit member's legal residence is outside the RASHP Medicare Blue Choice service area, the unit member may apply the District's monetary contribution to any plan they select, not to exceed 100% of the premium for the selected plan (e.g., a unit member relocates to Texas or Arizona and enrolls in a plan that is not offered by the District). The unit member will submit copies of quarterly paid invoices to the District for reimbursement.
4. Retired unit members owing money to the district for health insurance will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill and provided with notice that coverage will be terminated if their payment is not received within 30 days of the due date. Should a retired unit member's coverage be terminated, the unit member may re-enroll at the next open enrollment period. The language in this section applies to all retired unit members.

5. Health Coverage Opt-Out

Active unit members may elect not to be covered by the various Spencerport Central School District medical, dental and vision insurance programs to which the district contributes a premium under the following conditions and circumstances:

- a. The opt-out provision is voluntary and will be provided to active unit members, employed .50 FTE or more, eligible for benefit coverage. New unit members, employed .50 FTE or more, will be provided the opportunity at time of employment to participate in this benefit.
- b. Active unit members who are eligible to opt-out of the district health plans for which they are eligible for coverage, shall receive the payment in two checks (June and December) each year.

- c. Unit members may elect to opt out at any time and must submit proof that they have health insurance coverage. Unit members may opt-in only during the annual open enrollment period or at the time of a qualifying event in accordance with the rules and regulations of the carrier.
- d. The opt-out benefit will be pro-rated for less than a full year. Payments for opt-out by part time employees shall be pro-rated in accordance with the existing formula.
- e. Full time unit members opting out will receive an annual payment as follows:

<u>Coverage</u>	<u>Family</u>	<u>Single</u>
Dental	\$120	\$50
Vision	\$20	\$10
Medical	\$1,000*	\$450

Part time unit members employed .50 FTE or more, will receive a pro-rated amount of the payment equal to their FTE.

* The family opt out payment will be increased to \$1,350 when 70 eligible unit members elect to opt out of medical insurance coverage (as determined on January 1 of each calendar year).

The family opt out payment will be increased to \$1,500 when 100 eligible unit members elect to opt out of medical insurance coverage (as determined on January 1 of each calendar year).

6. Flexible Spending Account

Unit members shall be eligible to enroll in the district’s Flexible Spending Account program. This plan will comply with the IRS rules and regulations governing such programs. The district will solicit input from the Association before selecting a new third-party agency to administer this program.

7. Surviving Spouse

A surviving spouse may remain in the above plans and will be responsible for paying the total premium plus two percent (consistent with the Federal Cobra Law). If the spouse remarries, they will no longer be eligible to participate in the plan.

8. RASHP 2 and RASHP Indemnity Plans

Unit members enrolling in a RASHP 2 product may not be concurrently enrolled in the RASHP indemnity plans.

9. Four Tiers of Coverage

Health Insurance premiums, where applicable, will be based on a four (4) tier system. The four tiers being single, two person, family no spouse, and family.

10. Change in Health Insurance Plans or Carriers

Should either party desire to change health insurance plans (dental, vision, medical) or carriers during the term of this agreement, the District and Association will work collaboratively in reviewing alternatives and reach mutual written agreement prior to the change(s).

In the event the carrier for one or more of the District health insurance plans (dental, vision, medical) notifies the district that they will not continue the policy(ies), the District will work collaboratively with the Association to review alternatives and through mutual written agreement select an alternate plan/carrier that replicates the current program to the maximum degree possible.

ARTICLE 44 -- RETIREMENT PROVISION

Service Increment

Unit members who are retiring from the Spencerport School District and have applied, and are eligible for benefits from the New York State Teachers' Retirement System shall be eligible for a service increment when they retire from the district.

- A. In order to be eligible for the Service Increment an employee shall submit a written notice of their intent to retire. For unit members who wish to retire on June 30 of a given school year, an irrevocable notice must be given to the District on or before January 31 of that school year. For those unit members who wish to retire during a school year but before June 30, one hundred twenty (120) days notice must be given to the Superintendent no later than December 31 of that school year. The District will hold the notice of retirement until February 14 for retirements at the end of the school year, and two-weeks for notices submitted prior to December 15, after which the notice of intent to retire is irrevocable and will be acted upon by the Board of Education.
- B. Except as noted in paragraph C below, the employee may change their date of retirement after filing the written notice of retirement with the Superintendent in the event the district offers a local retirement incentive or the district adopts an Early Retirement Incentive offered by the New York State Teachers' Retirement System. The employee would be allowed to amend the retirement date to fall within the window of eligibility for the local or state retirement incentive.
- C. With the recommendation of the Superintendent and approval of the Board of Education, an employee may rescind their notice of retirement in the event the employee experiences an unforeseen circumstance or emergency (such as the death of a spouse), without losing their eligibility to receive the Service Increment in the future. The Board of Education will consider the unit member's unforeseen circumstance or emergency and the recommendation of the Superintendent. The decision of the Board of Education will be final.
- D. In addition, the notification requirement as outlined in paragraph A will be waived upon acceptance of evidence of Tier reinstatement after January 31 of the school year by the Superintendent of Schools or the District offers a NYSTRS retirement incentive.
- E. The number of unused sick days as of the last day of employment as a unit member in the district will be used for the determination of the service increment.
- F. The service increment shall be computed as detailed in paragraph E above using the following rates per unused sick day(s) as of the last day of employment:

186 - 200 days of accumulated sick leave	\$76 per day
160 - 185 days of accumulated sick leave	\$70 per day
140 - 159 days of accumulated sick leave	\$62 per day
120 - 139 days of accumulated sick leave	\$46 per day
less than 120 days of accumulated sick leave	\$41 per day
- G. Pursuant to regulations established by the Internal Revenue Service, the Service Increment 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.

ARTICLE 45--RETIREMENT INCENTIVE

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:

- a. 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
- b. 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:

- i. 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
- ii. 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.

2. 2019-20 school year

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

- i. 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
- ii. 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 and shall not continue beyond June 30, 2020.

ARTICLE 46 -- EMPLOYEE ASSISTANCE PROGRAM

If the district continues to provide an Employee Assistance Program (EAP) for unit members, the EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Employees and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent or designee may suggest to an employee that the EAP service is available, but it is up to the individual employee to seek assistance. Employees are assured that involvement with an EAP will be strictly

confidential and no record of the involvement or the suggestion that the employee seek assistance may become a part of an employee's personnel record.

SECTION VII - ABSENCES AND LEAVES

ARTICLE 47 -- SICK LEAVE

All unit members will receive 15 FTE sick days each year at the start of the school year, cumulative to 200 FTE days.

Unit members employed for less than the full school year will receive a prorated amount of sick leave at the start of their employment. The pro-ration will be at the rate of .72 sick days per payroll period. The District and Association will meet to discuss the pro-ration of sick leave should there be less than twenty-one (21) payroll periods in a ten-month (September to June) contract year.

A unit member who has exhausted the sick time allowance may submit a written application for up to an additional sixty (60) days of sick time at full pay. Approval of such a request is at the discretion of the Board of Education.

Sick leave shall cover necessary absence from duty because of accident, personal illness, outpatient surgery and dental procedures when the return to work is not appropriate. A physician's statement may be requested by the Superintendent of Schools or their designee at any time. Personal leave is provided for routine medical and dental appointments (e.g., routine physical examinations and dental cleanings).

An electronic procedure will be used to record and verify unit members' use of sick leave.

ARTICLE 48 - PERSONAL AND ILLNESS IN FAMILY LEAVE

Each unit member will be provided with five (5) days of leave (pro-rated in half-day increments from date of employment) for personal need and to support illness in family. Unit members may use up to three (3) of these days for any one purpose. Unit members may request the use of personal leave to support illnesses in family.

For part-time unit members, personal leave of each day is equivalent to their assigned working day.

A. Illness in Family

Unit members may use family days for illnesses, medical emergencies, hospital stays involving members of their immediate family, or the adoption of a child, as needed. Under special circumstances, family days may include taking immediate family members for hospital tests, dental or doctor appointments where immediate family members are unable to attend these appointments by themselves.

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.

B. Personal Leave

1. Personal leave is provided to allow for attention to personal matters, when they cannot be taken care of outside the regular work day.
2. Such leave must be submitted electronically (e.g., Absence Management) to the Superintendent or their designee, via the building principal, five (5) days whenever possible, prior to the date on which leave is to be taken. The Superintendent or designee shall acknowledge the request electronically.

In extenuating circumstances, the five (5)-day rule may be waived by the immediate supervisor.

- 3. Requests for personal leave days on the day before or the day after a holiday or vacation, or during an examination period require prior approval of the Superintendent and will be submitted for review via the building principal.
- 4. Special requests for additional personal days will be submitted to the Superintendent via the building principal and will be determined by a case-by-case review of the particular circumstances involved.

The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests.

- 5. Unit members who are compelled to attend religious observances where they must be absent for the whole day from their duties may use personal days to cover their absence. Unit members must indicate on their personal day request form that they are absent due to a compelling religious observance.

These religious observances do not include ceremonies held in a religious context that are not bound by the calendar (i.e. weddings, baptisms, bar/bat mitzvahs) or can be attended outside of the regular work day.

Unit members who use a personal day for a religious observance, will be extended, upon request, an additional personal day for each day used, up to two days per contract year.

- 6. Unused personal leave at the end of the school year will be converted to sick leave in the next school year as follows:

Personal Days Used	Days Converted to Sick
3	0
2	0
1	1
0	2

ARTICLE 49 - ADOPTION LEAVE

Unit members adopting a child will be provided three (3) days paid leave for in-country adoptions and five (5) days paid leave for out-of-country adoptions. Additionally, unit members may use their available Personal and Illness in Family leave (see Article 48).

This benefit applies to the period of time in which the unit member takes custody of the child (not the application process).

Unit members adopting a child are eligible for unpaid Family Medical leave (see Article 50) and Child Care leave (see Article 52).

ARTICLE 50 -- FAMILY AND 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 51 – BEREAVEMENT

All unit members are entitled to the following:

- 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.
1. Unit members may use personal days to extend their bereavement leave for an immediate family member.
 2. In the event the unit member has used one of their personal days, one additional personal day per school year shall be granted.
 3. In the event the unit member has used both of their personal days, up to two additional personal days per school year shall be granted.
- B. Bereavement leave of one (1) day per death of a near relative or close associate.
- C. In the event of an extenuating circumstance, an extension may be granted by the Superintendent of Schools, upon request.

ARTICLE 52-- CHILD CARE LEAVE

A. Maternity Disability Leave

A unit member who is to give birth may utilize her sick leave for the period of actual disability connected with the condition and a physician's statement may be requested by the Superintendent of Schools at any time.

B. Child Care Leave

1. Unit members may apply for a child care leave for a period not to exceed two years. The child care leave will begin no more than one (1) year after:
 - a. the end of the maternity disability period, or
 - b. the unit member initially takes custody of the child.
2. The unit member must apply for a child care leave in writing on a form provided by the district at least thirty (30) days before the anticipated leave is to start. In the event a unit member wishes to return to service prior to the expiration of a requested leave, the unit member shall provide the district with at least thirty (30) days notice of intent to return.
3. The time spent on child care leave is unpaid and shall not count toward seniority, advancement on the salary schedule, or toward fulfillment of the probationary period for non-tenured employees.
4. A unit member on child care leave may continue enrollment in the district's health insurance plans during the leave upon payment of the monthly premium.
5. If a unit member has another child during their child care leave, they may request a subsequent child care leave up to a total of three successive years from their initial date of child care leave.

6. In the event a unit member is on child care leave for two successive years, they must return to active service for at least six months (exclusive of July and August) before becoming eligible for another child care leave.
8. In the event a unit member is on child care leave for more than two successive years, they must return to active service for at least one full school year (exclusive of July and August) before becoming eligible for another child care leave.

**ARTICLE 53 -- LEAVE OF ABSENCE OTHER THAN SABBATICAL
OR CHILD CARE LEAVE**

The Board of Education may, at its discretion, grant leaves of absence without pay when in its opinion such a grant would benefit the school district and there is reasonable expectation that the recipient will return to the school district. Such leaves may include temporary assignments in private industry, public service and professional service, and are of one to two years duration.

GENERAL

- a) Application (Appendix C) for such leaves must be submitted to the Board of Education via the building principal and the Superintendent of Schools not later than March 1, preceding the school year in which the leave is to be taken.
- b) Such a recipient will not be entitled to any fringe benefits (sick leave, health insurance, advancement on salary schedule, etc.). However, a recipient may continue to participate in the district's health insurance plan upon payment of the premiums.
- c) A written intent to return must be submitted to the Superintendent of Schools no later than February 1 of the year preceding their return.

ARTICLE 54 -- EXCHANGE TEACHER LEAVE

The Board of Education may grant a unit member who has served in the district for at least five years a one or two-year leave of absence with pay to teach in another school district, in another state or territory, or a foreign country, provided that the other jurisdiction furnishes a unit member of acceptable experience or school level to perform the duties of the unit member who is to be on leave. Such leave does not affect the unit member's retirement rights or the unit member's length of service in the district in any way or any other unit member benefits of the system. Some educational advantage must accrue to the district. Normally, travel and living expenses shall not be the responsibility of the district.

All details of such exchange shall conform to the laws of the State of New York and the Regulations of the Commissioner of Education.

ARTICLE 55 -- JURY DUTY

Unit members summoned to report to jury duty will be paid their regular salary by the District while serving in this capacity. Unit members, upon request, will provide documentation, as provided by the court, for their required days of attendance.

ARTICLE 56 -- MILITARY LEAVE

Military leave will be consistent with law and Board policy. Unit member absences for military duty shall be deemed a leave of absence and shall not constitute an interruption of employment. Consequently, unit members shall be reinstated to a position within the same certification area or title as soon as possible in accordance with applicable law.

SECTION VIII – REGISTERED PROFESSIONAL NURSES

ARTICLE 57 – CONFORMITY TO LAW

If in the event that any provision of this agreement is, or shall be at any time, contrary to all applicable laws, or Rules and Regulations of the Board of Regents or Commissioner of Education, that provision shall not be applicable, but all other items shall remain in effect.

ARTICLE 58 – JOINT ADVISORY COMMITTEE

The membership of the Joint Advisory Committee will include the Superintendent of Schools, or his/her designee, the Assistant Superintendent for Human Resources, another administrator, and no more than three unit members from the Association. The parties will meet on an “as needed” basis to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. When possible, items for discussion will be submitted at least five days in advance in order to facilitate information gathering and efficient meetings.

ARTICLE 59 – APPOINTMENT

Civil Service, Non-Competitive

Civil Service Title: School Nurse

ARTICLE 60 – PROBATIONARY PERIOD

There shall be a probationary period of twelve (12) months for unit members and shall be in accordance with the Rules and Regulations of the Monroe County Civil Service Commission (Rule XVI, 1/90).

ARTICLE 61 – SENIORITY

In the event there is a reduction in the number of nurses employed by the District, unit member(s) will be laid off in reverse order of seniority.

ARTICLE 62 – IMMEDIATE SUPERVISOR

The Building Principal.

The Assistant Superintendent for Instruction, or his/her designee, is responsible for coordinating the District’s delivery of Health Services.

ARTICLE 63 – EVALUATION

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 64 – MEETINGS

With the permission of the Assistant Superintendent for Instruction, or his/her designee and with at least 48 hours notice, the Nurses will be allowed to hold district-wide meetings to be scheduled at mutually agreeable times and locations. Such meetings shall be limited to six per school year.

ARTICLE 65 – IN-SERVICE COURSES

In order to encourage greater perfection of skills, the District will award credit for in-service courses on the following basis:

1. Course must have prior approval as to content and hours by the Superintendent of Schools or his/her designee.
2. The nurse must present verification from the instructor or college that the course was satisfactorily completed.
3. A lump sum payment will be made as follows:
 - a. The District will pay one-hundred (100) percent of fees for courses offered under the Spencerport Continuing Education program.
 - b. The District will pay up to fifty (50) percent of the SUNY undergraduate tuition fee for an approved undergraduate level course at an approved college.
 - c. The District will pay up to fifty (50) percent of the SUNY graduate tuition fee for an approved graduate level course at an approved college for unit members possessing a Bachelors degree.
 - d. The District will pay one hundred (100) percent of the fee for mandatory training courses as determined by the District.
4. 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. It is understood that conferences must receive prior approval by the Superintendent of Schools or his/her designee.
5. Unit members will be compensated for their time in attendance at workshops outside of their work day if their attendance is mandated by the District. Unit members will not be compensated for their time if they elect to attend a non-mandated workshop or they attend a workshop required to maintain their license.

ARTICLE 66 – LIABILITY COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The District shall provide the unit president with documentation of liability coverage for professional health care services upon request. The District shall provide the unit president with notice in the event of cancellation or change in liability coverage.

ARTICLE 67 – WORKING HOURS

The normal work day for all nurses will be 7.75 hours (seven hours and forty-five minutes). Unit members will be entitled to a thirty (30) minute lunch to be taken at their discretion. Unit members will be paid for their thirty (30) minute lunch break to compensate for evening and after school activities that require the attendance of the nurse through the school year.

ARTICLE 68 – WORK YEAR

- A. The work year between September and June for full-time unit members will be 187 days. When there are fewer than 187 work days between September and June in any given work year, the following modifications will be implemented:
- *First contractual work day to be scheduled* – to be served by each unit member through the extension of their regular work day in the first two weeks of the school year (not to exceed 7.25 hours in the first week and 1.25 additional hours in the second week). It is understood that:
 1. the unit member may determine when they will provide these additional hours in consultation with their school principal as long as the extra hours total 7.25 hours (one contractual work day minus 30 minute lunch) and is within the aforementioned parameters, and
 2. when completed, the extended hours are summarized in writing and provided to the school principal, and
 3. these extended hours are communicated to parents in order to facilitate their delivery of medical related materials to support their children.
 - *Second contractual work day to be scheduled* - one contractual work day (7.75 hours including 30 minute lunch) will be served during the week immediately preceding the start of school. It is understood that:
 1. the unit member will notify their school principal in writing regarding their day of work during the week immediately preceding the start of school, and
 2. the time worked is in preparation of their health office for the new school year.
- B. Unit members may be scheduled by the District to work up to the equivalent of nine work days in the summer (July and August). Nurses will complete time cards for summer work and will be compensated at an hourly rate equal to 1/1435th of their current fiscal year base salary for their approved working hours (excluding lunch). Nurses will be involved in collaboration with the District for physicals, medical record reviews and other appropriate functions.
- C. The Assistant Superintendent for Instruction, or his/her designee must approve total requests for summer work that exceeds the equivalent of nine work days for any one nurse on a case-by-case basis.

ARTICLE 69 – PAID HOLIDAYS

Holidays are included in the work year. The eleven (11) paid holidays are:

- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day

ARTICLE 70 – EARLY RELEASE DAYS

On one Friday in September, October, January, February, March (or April)*, May and June, to be determined by the teachers in the unit member's building of assignment, and the last work day preceding Thanksgiving, Christmas and Spring* recess periods, unit members may leave one hour early. In no event shall unit members in a building with students leave prior to the regular bus departure of the students.

* If Spring recess is in March, the April release day designated by the building's teachers will be observed.

ARTICLE 71 – EMERGENCY CLOSING

When emergency situations make it necessary to close school(s) for students, unit members will generally not be required to report for their normal work day unless otherwise informed.

If the District needs to make-up a student day due to an emergency situation and unit members previously received compensation for not reporting to work, then unit members will be required to work without additional compensation.

ARTICLE 72 – SICK LEAVE

The unit member will receive .75 sick days at the start of each payroll period during the ten-month school year to a maximum of 15 days per ten-month school year, cumulative to 200 days.

The District and Association will meet to discuss the distribution of sick leave should there be more than twenty (20) payroll periods in a ten-month contract year (September to June).

Should a unit member exhaust their accumulated sick leave, the District will advance the unit member additional sick leave, up to but not to exceed their annual maximum allotment, as pro-rated from date of hire. Should a unit member leave the employ of the District and has been advanced additional sick leave, the District will deduct the salary equivalent for the advanced sick leave from the unit member's last payroll. In the event that the unit member does not provide adequate notice of leaving the employ of the District, the District can utilize any form of collection to recover the salary equivalent for the advanced sick leave.

A unit member who has exhausted his/her sick time allowance and the additional sick leave referenced above, may apply to the Superintendent of Schools for additional leave and upon his/her recommendation the request

may be forwarded to the Board of Education. The granting of additional sick leave will be at the sole discretion of the Board of Education.

Sick leave shall cover necessary absence from duty because of accident, personal illness, outpatient surgery and dental procedures when the return to work is not appropriate. A physician's statement may be requested by the Superintendent of Schools or their designee at any time. Personal leave is provided for routine medical and dental appointments (e.g., routine physical examinations and dental cleanings).

An electronic procedure will be used to record and verify unit members' use of sick leave.

ARTICLE 73 – PERSONAL LEAVE

1. After one year of continuous service and yearly thereafter at the start of the new contract year, unit members shall be entitled to two (2) personal days per year, non-cumulative.

New unit members beginning their district service before February 1 will receive one (1) personal day, non-cumulative, after five months of continuous employment and two (2) days at the start of the next contract year. New unit members beginning their district service after January 31 will receive two (2) days, non-cumulative, after five months of continuous employment (not counting July and August) and two (2) days at the start of the next contract year after their initial five months of continuous employment (not counting July and August).

Unused personal leave will convert to sick leave at the beginning of the next contract year.

2. Such leave must be submitted electronically (e.g., Absence Management) to the Superintendent or their designee, via the building principal, five (5) days whenever possible, prior to the date on which leave is to be taken. The Superintendent or designee shall acknowledge the request electronically.

Requests will be considered that arise as a result of an emergency. In extenuating circumstances, the five (5) day rule may be waived by the immediate supervisor. All decisions rendered by the afor Human Resources, or designee, regarding personal days shall be final.

3. Personal days are to be used only for personal business that cannot be conducted outside the normal workday. It is expressly understood, however, that personal leave shall not be used for social or recreational activity or to extend a vacation. Requests for personal leave days on the day before or the day after a holiday or vacation, or during an examination period, or on a Superintendent's Conference day requires prior approval of the Superintendent and will be submitted for review via the building principal to the Assistant Superintendent for Human Resources. Special requests will be submitted to the Assistant Superintendent for Human Resources via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent for Human Resources regarding personal days shall be final.
4. Special requests for additional personal days will be submitted to the Assistant Superintendent for Human Resources via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent for Human Resources regarding additional personal days shall be final.

ARTICLE 74 – BEREAVEMENT LEAVE

- A. Bereavement leave of three (3) days per incident for immediate family – does not affect the accumulated sick leave.
- B. Bereavement leave of one (1) day for near relative or close associate – does not affect the accumulated leave.
- C. In the event of an extenuating circumstance, an extension may be granted upon request to the Superintendent of Schools, or his/her designee.

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.

An electronic procedure will be used to record and verify unit members' use of sick leave.

ARTICLE 75 – FAMILY ILLNESS LEAVE

Unit members will be provided with three family illness days per contract year (pro-rated based on start date) for illnesses, medical emergencies, or hospital stays involving members of their immediate family. Additionally, unit members may use Illness in Family leave to transport and/or attend medical tests, dental and doctor appointments of immediate family members.

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.

For part time nurses, family illness leave of each day is equivalent to their assigned working day.

For part time nurses, bereavement leave of each day is equivalent to their assigned working day.

An electronic procedure will be used to record and verify unit members' use of sick leave.

ARTICLE 76 – UNPAID LEAVE OF ABSENCE

Child Care Leave

- 1. A unit member may apply for a child care leave for a period not to exceed one year.
- 2. The unit member must apply for a child care leave in writing on a form provided by the District at least thirty (30) days before the anticipated leave is to start. In the event a unit member wishes to return to service prior to the expiration of a requested leave, the unit member shall provide the District with at least thirty (30) days.
- 3. The time spent on child care leave shall not count toward seniority or advancement on the salary schedule.
- 4. The unit member on unpaid child care leave may continue enrollment in the District health insurance plans in which they are enrolled immediately prior to their leave upon pre-payment of the monthly premiums.

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 77 – WORKERS COMPENSATION

Any unit member who is injured on the job shall notify his/her immediate supervisor. It is expected that the unit member will fill out the appropriate accident form as quickly as possible and preferably within 72 hours from the time of injury and submit the form to the Human Resources office.

In situations where the unit member requires immediate medical attention and is unable to complete the appropriate accident form, the principal will notify the Assistant Superintendent for Human Resources, or his/her designee, to submit the form on the unit member's behalf.

The unit member requiring medical care should inform his/her doctor of this work-related injury and request any medical bills are sent to the District's worker's compensation provider

Only the doctor can make the determination, in writing, if a unit member cannot work or when he/she can return to work. No one else, including the unit member, can make that determination.

When a unit member is not able to work due to work related injury, the first five (5) work days or seven (7) calendar days is defined as a waiting period and is not reimbursable by Worker's Compensation. However, if the unit member is out of work for more than 14 calendar days, the reimbursement begins at day one with no waiting period.

1. Once the unit member has exceeded the waiting period (the first five (5) workdays or seven (7) calendar days), it is the unit member's decision, in writing, to:
 - a. instruct the District to direct workers' compensation to provide payment, or
 - b. use eligible leave accruals to provide a continuation of normal wages. Eligible leave accruals include sick leave and personal leave (the unit member will instruct the District on which type of leave(s) they will use).
2. When the unit member returns to work, the unit member should request from the Workers' Compensation Board a settlement for the use of leave time while out on a work-related injury. When the Workers' Compensation Board reaches a decision, the District's workers' compensation provider will issue a check to the Spencerport Central School District. If the unit member has received prior payment through payroll using available leave time, the District, after receiving payment from the workers' compensation provider, shall restore to the unit member sick leave equal in value to the payment amount received. The District will prepare, if prior calendar year reimbursement, the appropriate adjustments to the unit member's W-2 and provide a corrected W-2 within 30 days.

ARTICLE 78 – HEALTH INSURANCE

1. Active unit members

All full-time unit members will be eligible to enroll in any of the medical, dental and vision plans offered by the District that are available to unit members. Additionally, all full-time unit members will be eligible to opt-out of health insurance coverages. The cost sharing for medical, dental and vision insurance and requirements for opting out of insurance coverage are detailed below.

A. Dental Insurance

The District shall be responsible for seventy-five (75) percent of the monthly premium for the district's dental plan, the unit member shall be responsible for the remaining twenty-five (25) percent.

B. Vision Insurance

The District shall be responsible for seventy-five (75) percent of the monthly premium for the District's vision plan, the unit member shall be responsible for the remaining twenty-five (25) percent.

C. Medical Insurance

The district's monetary contribution for medical insurance will be equal to 85% of the RASHP 2 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.

a. 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.

D. Opt-Out of Insurance Coverage

Active unit members may elect not to be covered by the various Spencerport Central School District health insurance programs to which the District contributes a premium under the following conditions and circumstances:

- 1. The opt-out provision is voluntary and will be provided to unit members eligible for benefit coverage. Unit members must elect the opt-out option during the annual open enrollment period. New hires will be provided the opportunity at time of employment to participate in this benefit.
- 2. Unit members who are eligible to opt-out of the District health plans for which they are eligible for coverage, shall receive the payment described below in two checks, one half in June and one half in December of each calendar year (prorated for less than a full year).

<u>Coverage</u>	<u>Family Plan Payment</u>	<u>Single Plan Payment</u>
Medical (3 unit members or less opting out)	\$500	NA
Medical (4 unit members opting out)	\$1,000	NA
Medical (5 or more unit members opting out)	\$1,500	NA
Dental	\$60	\$25
Vision	\$15	\$10

- 3. This benefit also applies to unit members who have previously elected to not participate in the health insurance plans
- 4. Unit members who elect to opt-out of medical insurance must demonstrate that they have medical insurance coverage.
- 5. A unit member who loses his/her other health coverage during the year and who has opted out of the District plan and wishes to re-enter must make immediate written request to the District human resources office and will be readmitted to the plan in accordance with the rules and regulations of the carrier. A unit member who returns to the District plan during the course of any school year will only be entitled to a prorated amount of the option payment for the time the unit member was not in the plan. If a unit member returns to a District plan, the opt-out amounts for other unit members will be adjusted accordingly.

2. Retired Unit Members

- A. For unit members employed by the District as a school nurse on June 30, 2007 who were initially hired as a school nurse on or after July 1, 1991:

1. The District will provide 180 months (15 years) of retirement health insurance coverage for unit members who have completed a minimum of 20 consecutive full-time years of service in the District, are retiring from the District, and have applied and are eligible for retirement benefits from the New York State Employees Retirement System at the time of retirement from the District.
2. Prior to the retiree first becoming Medicare eligible, the District shall contribute the monetary equivalent of 100% of the District's monthly contribution for single or unit member-spouse medical insurance as paid on the unit member's last day of employment. As an example, if the District paid \$300 per month for unit member-spouse coverage on the unit member's last day of employment, the District will continue to pay \$300 per month for unit member-spouse coverage until the retiree first becomes Medicare eligible. The District's monetary contributions for health insurances will not increase year-to-year.
3. When the unit member first becomes Medicare eligible, the District's monetary contribution will be equal to the same percentage paid by the District for RASHP 2 Select on the unit member's last day of employment as applied to the Medicare Blue Choice premium. As an example, if the District was paying 70% of the RASHP 2 Select premium on the unit member's last day of employment, the District will pay the monetary equivalent of 70% of the Medicare Blue Choice premium. This monetary contribution will remain unchanged for the duration of the unit member's retirement coverage.
4. After 180 months of retirement coverage, the District's monetary contributions for health insurance(s) will end.

B. For unit members hired after June 30, 2007:

1. The District will provide 120 months (10 years) of retirement health insurance coverage for unit members who have completed a minimum of 20 consecutive full-time years of service in the District, are retiring from the District, and have applied and are eligible for retirement benefits from the New York State Employees Retirement System at the time of retirement from the District.
2. Prior to the retiree becoming Medicare eligible, the District shall contribute the monetary equivalent of 100% of the District's monthly contribution for single or unit member-spouse medical insurance as paid on the unit member's last day of employment. As an example, if the District paid \$300 per month for unit member-spouse coverage on the unit member's last day of employment, the District will continue to pay \$300 per month for unit member-spouse coverage until the retiree first becomes Medicare eligible. The District's monetary contributions for health insurances will not increase year-to-year.
3. When the unit member first becomes Medicare eligible, the District's monetary contribution will be equal to the same percentage paid by the District for RASHP 2 Select on the unit member's last day of employment as applied to the Medicare Blue Choice premium. As an example, if the District was paying 70% of the RASHP 2 Select premium on the unit member's last day of employment, the District will pay the monetary equivalent of 70% of the Medicare Blue Choice premium. This monetary contribution will remain unchanged for the duration of the unit member's retirement coverage.
4. After 120 months of retirement coverage, the District's monetary contributions for health insurance(s) will end.

C. Applicable to all retirees as noted:

1. Applicable to all retirees - The District will only make retirement health insurance contributions for eligible retired unit members enrolled in district offered plans.
2. Applicable to all retirees - The retired unit member may apply the District's monetary contribution to any plan available to unit members, not to exceed 100% of the premium.
3. Applicable to all retirees referenced in section 2- If the unit member is enrolled in a family plan at the time of retirement, the District's monetary contributions in retirement will be based on unit member-spouse coverage.

If the unit member is enrolled in a family-no-spouse plan at the time of retirement, the District's monetary contributions in retirement will be based on single coverage.

If the unit member is enrolled in a unit member-spouse plan in retirement, the District's monetary contribution will be reduced to the single coverage amount when/if the spouse of record at the time of retirement dies, divorces, or becomes Medicare eligible.

4. Applicable to all retirees referenced in section 2- A retiring unit member who has completed at least fifteen consecutive years of full-time service in the District but less than twenty years, and has applied and is eligible for retirement benefits from the New York State Employees Retirement System at the time of retirement from the District may purchase health insurance from the District by paying 102% of the premium for any medical plan offered by the District that is available to unit members.
5. Applicable to all retirees - Retired unit members owing money to the District for health insurance premiums will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill, an interest charge equal to 1% per month, and provided with notice that coverage will be terminated if their payment is not received within 30 days of the due date. Should a retired unit member's coverage be terminated, the unit member may re-enroll at the next open enrollment period.

3. Medical Plans

Unit members and retired unit members may only enroll in one medical plan at a time.

4. Loss of Coverage

If the unit member is covered by, or has available to him/her, health insurance coverage comparable to the District's medical plans, he/she shall not be covered under the District's plans. In the event the unit member loses such alternate coverage, he/she may re-enter the District's plan upon submission of proof of loss of alternate coverage.

5. Survivors of unit members

The aforementioned benefits shall not be paid for the survivors of any active unit members or the survivors of any retiree.

ARTICLE 79 – FLEXIBLE SPENDING ACCOUNT

Unit members shall be eligible to enroll in the District's Flexible Spending Account program. This plan will comply with the IRS rules and regulations governing such programs. The District will solicit input from the Association before selecting a new third-party agency to administer this program.

ARTICLE 80 – EMPLOYEE ASSISTANCE PROGRAM

If the District continues to provide an Employee Assistance Program (EAP) for unit members, the EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Unit members and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent or his/her designee may suggest to a unit member that the EAP service is available, but it is up to the individual unit member to seek assistance. Unit members are assured that involvement with an EAP will be strictly confidential, and no record of the involvement or the suggestion that the unit member seek assistance may become a part of a unit member's personnel record.

ARTICLE 81 – SALARY

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

3. Educational degrees (applicable to all unit members)

A stipend will be given to any unit member who has attained either a Bachelors Degree or Masters Degree in nursing from an accredited college and/or university. Documentation may be provided prior to September 1 or February 1 of any school year. When documentation is provided by September 1, payment will commence on or before November 1; when documentation is provided by February 1, a pro-rated payment (50%) will commence on or before March 1 of that school year.

The amount will continue to be paid each year that the unit member remains employed by the school district. The differentials shall not be cumulative.

Bachelors degree	\$300
Masters degree	\$400

ARTICLE 82 – LONGEVITY

- A. Ten (10) Years

A unit member who has completed ten (10) years of service with the District will receive a longevity payment of \$150. This amount will continue to be paid by the District in succeeding years.

- B. Fifteen (15) Years

A unit member who has completed fifteen (15) years of service with the District will receive a longevity payment of \$600. This amount will continue to be paid by the District in succeeding years. The unit member does not also receive the amount stipulated in "A."

- C. Eighteen (18) Years

A unit member who has completed eighteen (18) years of service with the District will receive a longevity payment of \$1,150. This amount will continue to be paid by the District in succeeding years. The unit member does not also receive the amount stipulated in "A" and "B."

D. Twenty (20) Years

A unit member who has completed twenty (20) years of service with the District will receive a longevity payment of \$1,800. This amount will continue to be paid by the District in succeeding years. The unit member does not also receive the amount stipulated in "A," "B" and "C."

For each unit member due a longevity payment, the unit member will receive the longevity payment in one lump sum in September. Longevity payments are not part of the base salary.

ARTICLE 83 – COMMITTEE PARTICIPATION

Unit members will be compensated at their hourly rate (1/1435th of base salary) for service on any committee for which a unit member's participation is requested and for which compensation is approved by the District.

ARTICLE 84 – CHAPERONING AND PROCTORING

The chaperoning and proctoring of after-school/weekend student events unencumbered by teachers may be provided to members of the unit.

The remuneration for unit members shall be no less than teachers chaperoning or proctoring the event.

The time chart will be validated by the administrator in charge of the event.

For time under/over the hour, the District agrees to pay on a fifteen (15) minute basis. For example:

Proctor works 2 hours, 53 minutes = 3 hours pay.

Proctor works 2 hours, 52 minutes = 2 hours, 45 minutes pay.

Chaperoning and proctoring shall be considered occasional sporadic work and shall not be considered for the purposes of overtime or work week.

ARTICLE 85 – JURY DUTY

Unit members summoned to report for jury duty will be paid their normal wages while serving in this capacity. Unit members, upon request, will provide documentation, as provided by the court, for their required days and hours of attendance.

ARTICLE 86 – RETIREMENT PROVISIONS

A. New York State Retirement

All full-time unit members are required by State Law to join the NYS Employees' Retirement System.

The system is set up by tiers (levels) which set forth the contribution rate, retirement age and State benefits. The membership tiers are:

Tier 1: Those persons who became members before June 30, 1973. Members are not required to contribute. The retirement system plan is 75-i.

- Tier 2: Those persons who became members on or after July 1, 1973. Members are not required to contribute. The retirement system plan is 75-i.
- Tier 3: Those persons who became members on or after July 27, 1976. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.
- Tier 4: Those persons who became members between September 1, 1983 and December 31, 2009. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.
- Tier 5: Those persons who became members between January 1, 2010 and March 31, 2012. Members must contribute 3% of their gross salary.
- Tier 6: Those persons who became members on or after April 1, 2012. Members must contribute as specified by the Employees Retirement System.

B. When a unit member retires from the District, has completed at least five (5) years of full time service and has applied for, and is eligible for retirement benefits from the New York State Employees Retirement System, the District shall pay a stipend for each day of unused accumulated sick leave as follows:

<u>Days Accumulated</u>	<u>Dollar Amount per Accumulated Day</u>
Less than 120 days	\$20
120 –139 days	\$22
140 – 179 days	\$25
180 days and up	\$29

In order to be eligible for the Service Increment the unit member shall submit a written notice of their intent to retire. For unit members who wish to retire at the end of the school year, notice must be given to the District on or before January 31 of that school year. For those unit members who wish to retire during a school year but before June 30, one hundred twenty (120) days notice must be given to the Superintendent no later than December 15 of that school year. The District will hold the notice of retirement until February 14 for retirements at the end of the school year, and two-weeks for notices submitted prior to December 15, after which the notice of intent to retire is irrevocable and will be acted upon by the Board of Education.

Except as noted below, the unit member may change their date of retirement after filing the written notice of retirement with the Superintendent in the event the District offers a local retirement incentive or the District adopts an Early Retirement Incentive offered by the New York State Employee’s Retirement System (NYSERS). The unit member would be allowed to amend the retirement date to fall within the window of eligibility for the local or state retirement incentive.

With the recommendation of the superintendent and approval of the Board of Education, a unit member may rescind their notice of retirement in the event the unit member experiences an unforeseen circumstance or emergency (such as the death of a spouse), without losing their eligibility to receive the Service Increment in the future. The Board of Education will consider the unit member’s unforeseen circumstance or emergency and the recommendation of the superintendent. The decision of the Board of Education will be final.

In addition, the notification requirement as outlined in paragraph A will be waived upon acceptance of evidence of Tier reinstatement after January 31 of the school year by the Superintendent of Schools or the District offers a NYSERS retirement incentive.

The number of unused sick days as of the last day of employment as a unit member in the District will be used for the determination of the service increment. The Service Increment will be distributed to retiring unit members within 30 days after their retirement date.

Pursuant to regulations established by the Internal Revenue Service, the service increment 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.

ARTICLE 87 – GRIEVANCE PROCEDURES

Section I. Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship 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 unit members, and by which the District and its unit members are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section II. Definition

- 2.1 A Grievance is a complaint by a unit member that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- 2.2 The term Immediate Supervisor shall mean the individual to whom the unit member reports directly.
- 2.3 Superintendent of Schools is the chief officer of the District.
- 2.4 Association shall mean Registered Professional Nurses.
- 2.5 Aggrieved Party shall mean any person or group of persons of the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Registered Professional Nurses.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III. Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the section of the agreement involved in the said grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for the Informal Stage, all decisions shall be rendered in writing setting forth findings of fact, conclusions and supporting reasons therefor. Each decision after the Informal Stage shall be promptly transmitted to the unit member.
- 3.3 If a grievance affects a group of unit members, it may be submitted by the association directly at Stage 1 described below.

- 3.4 The Superintendent of Schools and the association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.
- 3.5 Forms for filing grievances shall be printed and distributed by the Assistant Superintendent for Human Resources so as to facilitate operation of the grievance procedure.
- 3.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants except the final finding and determination.
- 3.7 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this agreement and the association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.8 If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.9 The Superintendent of Schools or his designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes or testimony, as the case may be, written arguments and briefs considered at all levels other than the Informal Stage.

The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the grievance committee and the board but shall not be deemed a public record.

Section IV. Time Limits

- 4.1 Since it is important to 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.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within twenty (20) work days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 4.3 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.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the association 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.
- 4.5 Time limits of any step of this procedure may be extended by mutual consent of both parties.

Section V. Stages

5.1 Informal Stage

A unit member having a grievance will discuss it with the unit member's immediate supervisor with the objective of resolving the matter informally.

If the grievance is not resolved informally, the aggrieved party shall reduce their complaint to writing and present to their immediate supervisor within ten (10) days of the aforementioned discussion. The immediate supervisor will have ten (10) working days to render a decision in writing and present to the aggrieved party.

5.2 Stage I - Assistant Superintendent for Human Resources

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Assistant Superintendent for Human Resources within ten (10) work days or less after the immediate supervisor's decision is presented. The Assistant Superintendent for Human Resources shall render a decision thereon, in writing, and present it to the unit member and the association's representative within ten (10) working days.

5.3 Stage II - Superintendent of Schools

- a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under this grievance procedure, the unit member shall, within ten (10) work days, file a written appeal of the decision at Stage I with the Superintendent of Schools. Copies of the written decision at Stage I shall be submitted with the appeal.
- b. Within ten (10) work days or less after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the unit member and the grievance committee or its representative and all other parties in interest.
- c. The Superintendent of Schools or his/her designee shall render a decision in writing to the unit member, the grievance committee and its representative within ten (10) work days or less after the conclusion of the hearing.

5.4 Stage III - Arbitration

- a. If unresolved at Stage 2, the association may serve a copy of the written demand for arbitration to the District clerk for the Board of Education within ten (10) work days of the Superintendent's written decision.
- b. Within fifteen (15) work days or less after such written notice of submission to arbitration, the superintendent or designee and the association will agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter and render a decision. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues.
- d. The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the arbitration, including the arbitrator's fees and all related expenses (e.g., transcripts, stenographer), will be borne equally by the District and the Registered Professional Nurses. Each party will bear expenses of its own legal counsel.

ARTICLE 88 – PAYROLL DEDUCTIONS

The school district shall make payroll deductions authorized by the unit members for the following purposes in accordance with other provisions of this agreement. The Registered Professional Nurses agree to hold the District harmless from any and all liabilities which may arise from making payroll deductions.

The payroll deductions include and are not limited to:

- 1. Association dues and/or agency fees
- 2. Spencerport Federal Credit Union
- 3. United Way
- 4. Health insurance plans
- 5. Tax sheltered annuities. Neither the District nor the association will be held liable for the selection of the tax shelter annuities (e.g., 403(b) and 457) companies nor for errors in any calculations made by respective TSA companies.

ARTICLE 89 – DIRECT DEPOSIT

Unit members are to deposit one hundred percent (100%) of their payroll into any bank(s) and/or credit union(s) reached through the Automated Clearing House (ACH) in New York.

ARTICLE 90 – PAYROLL DISTRIBUTION

The semi-monthly payroll distribution will provide payroll on the 15th and the last business day of the month. If the 15th is a Saturday, Sunday or legal holiday, payment will be made on the last business day prior to the 15th.

The District may unilaterally change to bi-weekly payroll distribution at the start of a contract year in the future. The District will provide no less than sixty (60) days notice of the change to the association president. The District will invite the association president to participate in a discussion of the bi-weekly payroll schedule no less than forty-five (45) days before the change.

SECTION X – APPENDICES

Appendix A

GRIEVANCE FORM

(File in Quadruplicate)

Date of Filing _____

Name(s) of complainant(s):

School building:

Supervisor's name if applicable:

Grievance Representative:

Provision of Agreement Violated:
(Give Article Number and Page)

Statement of Grievance: _____

Action Requested: _____

Signatures(s) of the Complainant(s)

Distribution:

Unit member

Building Principal

Superintendent of Schools

STA

Appendix C

APPLICATION - LEAVE OF ABSENCE OTHER THAN SABBATICAL OR CHILD CARE LEAVE

(File in Triplicate)

NAME _____

BUILDING _____

REASON FOR REQUESTING LEAVE: _____

Signature of Building Principal

Date

Signature of Superintendent of Schools

Date

APPROVED BY:

Signature of President of Board Of

DISTRIBUTION:
Unit member
Building Principal
Superintendent of Schools

Education

Date

Appendix D

DIRECTIONS FOR SABBATICAL LEAVE REQUESTS

Request for Sabbatical Leave shall be submitted to the Superintendent via the building principal by February 1 of the preceding year and must contain the following information:

I GENERAL DESCRIPTION OF SABBATICAL

II PURPOSE OF SABBATICAL:

1. How will it benefit the unit member?
2. How will it benefit the community?
3. How will it benefit the students?
4. How will it benefit the over-all school program?
5. Any additional information regarding benefits to the district/community?

III GENERAL PROGRAM TO BE PURSUED (if graduate study):

1. Specific requirements in pursuit of goal.
2. General preparation (other courses) in pursuit of completion of program (electives).
3. If a matriculated student, include anticipated date of program completion.

IV COMMUNICATIONS WITH COLLEGE/UNIVERSITY/OTHER INSTITUTIONS:

1. Attach letters of correspondence, to date.
2. List dates of interviews.
3. If possible, indicate faculty advisor.
4. Any other pertinent information.