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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	3
	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
	Formal Observations	6
	Annual Evaluation	7
6	FAIR DISMISSAL	7
7	GRIEVANCE PROCEDURE	8
	Section 1.1 Declaration of Purpose	8
	Section 1.2 Definition	8
	Section 1.3 Procedures	9
	Section 1.4 Time Limits	10
	5.1 Stage 1 Building Principal	11
	5.2 Stage 2 Superintendent of Schools	11
	5.3 State 3 Board of Education	11
	5.4 Stage 4 Arbitration	12

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

ARTICLE NO.		PAGE
21	EDUCATION CONFERENCE LEAVE	26
22	PROFESSIONAL IMPROVEMENT DAYS	26
23	SABBATICAL LEAVE	27
SECTION V	SALARY, STIPENDS AND COMPENSATION	
24	SALARY	29
25	GRADUATE AND IN-SERVICE HOURS	32
26	IN-SERVICE PAYMENT	32
27	NATIONAL BOARD CERTIFICATION	33
28	TEACHER LEADERS AND GRADE LEVEL CHAIRPERSONS	33
29	COACHING AND OTHER ASSIGNMENTS	34
30	BUILDING PLANNING TEAM	39
31	MUSIC	40
32	EXTRA ASSIGNMENTS: TEACHERS AS SUBSTITUTES	40
33	EVENING CHAPERONING AND PREOCTORING	41
34	TRAVEL REIMBURSEMENT	41
35	SUMMER SCHOOL POSITIONS IN DISTRICT	41
36	SUMMER CURRICULUM WORK	42
37	DIRECT DEPOSIT	42
38	PAYROLLDISTRIBUTION	42
SECTION VI	BENEFITS	
39	HEALTH BENEFITS	43
40	RETIREMENT PROVISIONS	48
41	RETIREMENT INCENTIVE	49
42	EMPLOYEE ASSISTANCE PROGRAM	50

ARTICLE NO.		PAGE
SECTION VII	ABSENCES AND LEAVES	
43	SICK LEAVE	51
44	PERSONAL LEAVE & ILLNESS IN FAMILY	51
45	ADOPTION LEAVE	52
46	FAMILY AND MEDICAL LEAVE ACT	52
47	BEREAVEMENT	53
48	CHILD CARE LEAVE	53
	A. Maternity Disability Leave	
	B. Child Care Leave	
49	LEAVE OF ABSENCE OTHER THAN SABBATICAL OR CHILD CARE LEAVE	54
50	EXCHANGE TEACHER LEAVE	54
51	JURY DUTY	55
52	MILITARY LEAVE	55
SECTION VIII	DURATION OF AGREEMENT	
53	DURATION	56
	Section 1	
	Section 2	
SECTION IX	APPENDICES	
APPENDIX	A. Grievance Form	57
	B. Personal Day Form	58
	C. Application for Child Care Leave of Absence	59
	D. Application-Leave of Absence Other than Sabbatical or Child Care Leave	60
	E. Directions for Sabbatical Leave Requests	61
	F. Observation Report	62
	G. Alternative to Formal Observation	63
	Form A	64
	Form B	65
	Form C	66
	H. Annual Faculty Evaluation Input	68
	I. Annual Evaluation Report	69



**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

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, 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.

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 following rates:

<u>Years of Service</u>	<u>2009-10 Rate</u>	<u>2010-11 Rate</u>	<u>2011-12 Rate</u>
1 to 5 years	\$24.30	\$25.15	\$26.03
6 – 10 years	\$26.34	\$27.26	\$28.21
11 – 15 years	\$28.38	\$29.37	\$30.40
16 or more	\$30.42	\$31.48	\$32.58

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 Staff Development Council

Teacher leaders and the Association president, or designee will attend the meetings of Curriculum and Staff 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 & 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 staff 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. FORMAL OBSERVATIONS

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 shall be formally observed a minimum of one time each school year prior to April 30. Tenured unit members may participate in alternatives to the formal observation process with the approval of their principal. (see Appendix G)
 - 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. ANNUAL EVALUATION

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 A.P.P.R, 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 tenured 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, 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 therefor. 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.
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 staff 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.

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	30 sections per 6 day cycle
Academic Intervention Teachers, Consultant Teachers, Instrumental Music Teachers, Library Media Specialists, Occupational Therapists, Physical Therapist, School Counselors, School Psychologists, and Speech-Language Teachers Teachers of English to Speakers of Other Languages	In collaboration with their school principal, or designee

- 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. Every reasonable attempt will be made to schedule full-time special area teachers to 30 sections over six days. Occasionally it may be necessary to assign a full-time special area teacher up to 32 sections in a six-day cycle.
- 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 will only be assigned bus duty on those days when they do not teach six (6) sections or the equivalent level of duty except in the case of an emergency created by an unforeseen circumstance or condition.

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, Consultant Teachers, Library Media Specialists, Occupational Therapists, School Counselors, School Psychologists, School Social Worker School-to-Work Teacher Speech-Language Teachers Transition Teacher	In collaboration with their school principal, or designee

* 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

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

C. 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.

D. 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. 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.

- 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. 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 CHORUS AND ELEMENTARY INTRAMURALS

ELEMENTARY CHORUS

The building principal will attempt to find certified music teachers from the building to accept chorus assignments. If a certified music teacher does not volunteer, the principal may assign chorus to a certified music teacher in the building.

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.

CHORUS AND INTRAMURALS

Teachers who conduct chorus and 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 chorus and 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 March 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 -- 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 predesignated 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 18 -- PROFESSIONAL DEVELOPMENT

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

- A. In-district and out-of-district staff 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 staff 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 credit.

Unit members new to the district may submit a request for in-service credit 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 is responsible for granting in-service credit and/or compensation upon receipt of proof that the work has been completed.

In-service credits can be earned at the rate of 15 clock hours to 1 in-service credit (unless otherwise noted below) in increments of $\frac{1}{4}$ hour and can be accumulated to earn a full (1.0) in-service credit. Example: 3.75 clock hours equals $\frac{1}{4}$ in-service credit (15:1).

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

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

1. In-district sponsored staff development courses
 - a. September to June
 - i. During school day - no additional compensation
 - ii. Outside of unit member work day - earn in-service credit
 - b. July and August

The District may provide in-service credit and/or compensation at the staff development rate. The District will identify in advance the form(s) of compensation

available for each summer in-district staff development course. Unit members will request enrollment and desired compensation if a choice is available.

In the event a unit member has taken the maximum allowable professional development courses during the summer and wishes to take additional staff development courses, they may audit the course(s) without compensation upon obtaining the approval of the Association president or designee.

2. Out-of district staff development courses

a. September to June

i. During school day - no additional compensation

ii. Outside of work day

- Tuition paid by District: earn in-service credit (30 clock hours = 1 in-service credit)
- Tuition paid by unit-member and No-tuition: earn in-service credit (15 clock hours = 1 in-service credit)

b. July and August

i. Tuition paid by District: The District may provide in-service credit (30 clock hours = 1 in-service credit) and/or compensation equal to 50% of the staff 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 No-tuition: The District will provide in-service credit (15 clock hours = 1 in-service credit) for approved in-service courses. The unit member may request compensation at the staff 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 credit may be given for each year on any council or standing committee up to and including the third year. No more than three (3) of every five (5) in-service credits awarded will be allowed for participation on professional committees.

C. Travel:

With prior approval, in-service credit will be granted for travel. If proposals for travel are approved, the Assistant Superintendent for Instruction will discuss the possible range of in-service credit(s) that could be awarded. Variables that will be considered when determining the amount of in-service credit 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 credit.

If proposals for research or authorship are approved, the Assistant Superintendent for Instruction will discuss the possible range of in-service credit(s) that could be awarded. Variables that will be considered when determining the amount of in-service credit 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 credit.

STAFF DEVELOPMENT RATE

Years of Service	2009-10 Rate	2010-11 Rate	2011-12 Rate
1 to 5 years	\$24.30	\$25.15	\$26.03
6 – 10 years	\$26.34	\$27.26	\$28.21
11 – 15 years	\$28.38	\$29.37	\$30.40
16 or more	\$30.42	\$31.48	\$32.58

F. Professional Development Provided by Unit Members

- i. Unit members who provide staff development outside of the school day on behalf of the District will be compensated at a rate equal to the current staff development rate for unit members with 16 or more years of service plus ten percent (10%).
- ii. Unit members who provide staff development on behalf of the District will be compensated for their preparation time at the rate stated in Section i above, unless time is provided during their normal workday. Paid preparation will be provided as follows:
 - First presentation of a new program: 100% of the presentation time
 - First presentation of an existing program: 2/3rd of the presentation time
 - Repeat presentations: 1/3rd of the presentation time
 - If co-presenters, the preparation time will be divided equally. In all instances, the preparation time for each co-presenter will be no less than 1/6th of the presentation time. 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.

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 18, section F, subsection ii. The sharing and rate of compensation will be consistent with Article 18, 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 18, 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 staff 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 staff development rate.

ARTICLE 19-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 credit, 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 20 -- 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 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 certification in their primary assignment, 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. Upon completion of certain graduate courses pertinent to a unit member's current position, tuition will be reimbursed, not to exceed 50% of the cost of such tuition, for tenured unit members with permanent 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.
3. Upon completion of certain graduate courses pertinent to a unit member's current position, tuition will be reimbursed, not to exceed 50% of the cost of such tuition, for non-tenured unit members with permanent 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.

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. The District may, at its discretion, provide tuition reimbursement in excess of 50% for unit members pursuing coursework in educational administration, or as offered by the District for other coursework where graduate credit is awarded.

If the District reimburses (pays) tuition in excess of 50%, the unit member will not receive an adjustment in salary for those graduate credits (see Article 24). 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 24).

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 21 -- 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 22 -- 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 23 -- 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 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 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 at Spencerport 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 E), 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 junior high, 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 24 - SALARY

2009-10

The full time equivalent (FTE) base salary for all returning unit members in 2009-10 will be equal to their previous year's FTE base salary increased by 3.6% of their previous year's FTE base salary.

Unit members on levels 8 through 14.9 in 2009-10 will receive an additional increase of 0.55% which will be added into their adjusted FTE base salary for 2009-10.

Unit members on levels 15 and above in 2009-10 will receive an additional increase of 0.2% which will be added into their adjusted FTE base salary for 2009-10.

All full time equivalent base salaries in 2009-10 will increase by a minimum of \$1,550 after all of the aforementioned adjustments.

2010-11

The full time equivalent (FTE) base salary for all returning unit members in 2010-11 will be equal to their previous year's FTE base salary increased by 3.6% of their previous year's FTE base salary.

Unit members on levels 8 through 14.9 in 2010-11 will receive an additional increase of 0.5% which will be added into their adjusted FTE base salary for 2010-11.

Unit members on levels 15 and above in 2010-11 will receive an additional increase of 0.2% which will be added into their adjusted FTE base salary for 2010-11.

All full time equivalent base salaries in 2010-11 will increase by a minimum of \$1,600 after all of the aforementioned adjustments.

2011-12

The full time equivalent (FTE) base salary for all returning unit members in 2011-12 will be equal to their previous year's FTE base salary increased by 3.7% of their previous year's FTE base salary.

Unit members on levels 8 through 14.9 in 2011-12 will receive an additional increase of 0.4% which will be added into their adjusted FTE base salary for 2011-12.

Unit members on levels 15 and above in 2011-12 will receive an additional increase of 0.1% which will be added into their adjusted FTE base salary for 2011-12.

All full time equivalent base salaries in 2011-12 will increase by a minimum of \$1,650 after all of the aforementioned adjustments.

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.

	2009-10		2010-11		2011-12			
	<u>Bachelors</u>	<u>Masters</u>	<u>Bachelors</u>	<u>Masters</u>	<u>Bachelors</u>	<u>Masters</u>		
1	\$40,250	\$42,750	1	\$41,000	\$43,500	1	\$41,750	\$44,250
2	\$41,050	\$43,550	2	\$41,850	\$44,350	2	\$42,650	\$45,150
3	\$41,550	\$44,050	3	\$42,650	\$45,150	3	\$43,500	\$46,000
4	\$41,950	\$44,450	4	\$43,150	\$45,650	4	\$44,300	\$46,821
5	\$42,350	\$44,873	5	\$43,550	\$46,050	5	\$44,800	\$47,339
6	\$42,700	\$45,254	6	\$43,950	\$46,488	6	\$45,200	\$47,754
7	\$43,115	\$45,755	7	\$44,300	\$46,883	7	\$45,600	\$48,208
8	\$43,660	\$46,201	8	\$44,883	\$47,631	8	\$46,116	\$48,805
9	\$44,104	\$47,675	9	\$45,450	\$48,095	9	\$46,723	\$49,584
10	\$44,621	\$48,254	10	\$45,912	\$49,630	10	\$47,313	\$50,067
11	\$45,165	\$48,857	11	\$46,450	\$50,232	11	\$47,794	\$51,665
12	\$45,734	\$49,466	12	\$47,017	\$50,860	12	\$48,354	\$52,292
13	\$46,673	\$50,426	13	\$47,609	\$51,494	13	\$48,945	\$52,945
14	\$47,958	\$51,742	14	\$48,587	\$52,493	14	\$49,561	\$53,605
15	\$50,595	\$55,462	15	\$50,912	\$55,968	15	\$51,605	\$56,827

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 B+40/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 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 service.

Longevity increment

<u>School Year</u>	<u>B to B+35</u>	<u>B+40, M to M+30</u>
2009-10	\$1,094	\$2,184
2010-11	\$1,132	\$2,260
2011-12	\$1,172	\$2,339

Adjustments for Graduate and In-service

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

In-service:

- Blocks of 5 in-service credits: base salary increased by \$75,
- All existing practices continue, including maximum of B+40, and in-service compensated in alternating blocks with graduate hours (e.g., five in-service hours then five graduate hours then five in-service hours)
- 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 certification in their current assignment, at which time \$2,000 will be added to base salary.
- All existing practices continue, including maximum of B+40

Unit members with a Masters degree, and unit members with a Bachelors degree with permanent certification in their current assignment

In-service:

- Blocks of 5 in-service credits: base salary increased as follows:

2009-10	\$463
2010-11	\$479
2011-12	\$496
- All existing practices continue, including maximum of B+40 and M+30, and in-service compensated in alternating blocks with graduate hours (e.g, five in-service hours then five graduate hours then five in-service hours)
- Expectation that all new unit members will complete the five CORE courses in their first three years in the District,

Graduate hours:

- Blocks of 5 graduate hours: base salary increased as follows:

2009-10	\$463
2010-11	\$479
2011-12	\$496
- All existing practices continue, including maximum of B+40 and 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 25 -- GRADUATE AND IN-SERVICE HOURS

The total accumulation of graduate hours and in-service hours will be limited to B+40 or M+30 on February 1, 1976 with the following save harmless provisions for those unit members employed on October 1, 1975:

- 1) All staff with a bachelor's and more than 40 hours accumulated will be held on their current vertical column unless covered under section 3 of this article.
- 2) All staff with a master's degree and more than 30 hours accumulated (above M+30 on the salary schedule) will be held on their current vertical column unless covered under section 3 of this article.
- 3) Anyone at or beyond the B+40 or M+30 cutoff who has completed three or four hours toward another block of five by February 1, 1976 will be permitted to move one more block horizontally if they complete the block of five by August 30, 1976.

AND/OR, if a person is on, or will be on a sabbatical leave during the 1975-76 academic year, they will be permitted to advance to the extent of the total hours accumulated in blocks of five at the end of the sabbatical.

A currently employed unit member who has completed B+40 as of February 1, 1976 and is both accepted and matriculated in a master's degree program, with the approval of the Superintendent, will be permitted to advance horizontally on the salary grid so long as they remain both accepted and matriculated in the program.

- 4) 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 26 -- IN-SERVICE PAYMENT

In-service payment for those unit members frozen on the salary grid shall be done in the following manner:

- a. Those unit members frozen on the salary grid will be paid according to the following schedule for each full in-service credit (1.0) earned.

<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
\$83	\$86	\$89

- b. No payment shall be made for partial credits (1/4, 1/2 or 3/4). However, they may be accumulated to obtain a full (1.0) credit. To illustrate:

<u>Credit</u>	<u>Amount Paid</u>
0.5	\$0
1.0	\$83 (2009-10)

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

ARTICLE 27 - NATIONAL 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 28 – TEACHER LEADERS AND GRADE LEVEL CHAIRPERSONS

1. K-6 Grade Level Chairpersons shall be remunerated as follows:

<u>Year</u>	<u>Amount for Three (3) Teachers</u>	<u>Amount for Four (4) Teachers</u>	<u>Additional Amount per Teacher over Four (4)</u>
2009-10	\$894	\$1,119	\$105
2010-11	\$929	\$1,163	\$109
2011-12	\$965	\$1,208	\$113

- 2A. First year teacher leaders for Grades K-5 shall be remunerated as follows:

	<u>Amount for thirty (30) teachers or less</u>	<u>Additional amount per teacher over thirty (30)</u>
2009-10	\$2,429	\$82
2010-11	\$2,557	\$86
2011-12	\$2,687	\$90

Unit members who served in the same teacher leader assignment in the previous school year will have their base stipend (for thirty teachers) increased as follows:

2009-10	+ 3.50%	(plus \$82 per teacher over thirty, if applicable)
2010-11	+ 5.25%	(plus \$86 per teacher over thirty, if applicable)
2011-12	+5.10%	(plus \$90 per teacher over thirty, if applicable)

In all instances, the stipend will not be less than the first year teacher leader stipend.

2B. 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>
2009-10	\$2,550	\$2,966	\$3,382
2010-11	\$2,627	\$3,055	\$3,483
2011-12	\$2,706	\$3,147	\$3,587

3A. 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.

3B. Teacher Leaders, grades K-5, will be released from classroom duties ten (10) half days per year. Teacher Leaders will use this release time for department duties.

4. The District will maintain job descriptions for Teacher Leader and Team Leader 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.

ARTICLE 29 – COACHING AND OTHER ASSIGNMENTS

I. 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. Coaches will be compensated in five (5) installments with the last payment made after the completion of each coach’s duties.

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
Golf
Boys Tennis
Girls Tennis

2. a. Assistant Coach Percentages

JV Coach – approximately 75% of varsity coach level
 Mod A Coach / Program Assistant - approximately 65% of varsity coach level
 Mod 7/8 Coach - approximately 55% 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 60% 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 step B of the appropriate level in the appropriate group, 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 24).

* 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 and gender, without regard to level. Example: 10 years as JV girls basketball and 4 years as Varsity girls basketball is 14 years experience coaching girls basketball.

4. Off Level

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

2009-10	3.5%
2010-11	5.2%
2011-12	3.0%

5. 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 2009-10

Group 1

	B	C	D	E	F	G	H	I	J	K
Varsity	\$3,585	\$3,692	\$3,803	\$3,916	\$4,034	\$4,156	\$4,281	\$4,409	\$4,541	\$4,677
JV	\$2,688	\$2,769	\$2,852	\$2,938	\$3,026	\$3,117	\$3,211	\$3,307	\$3,406	\$3,509
ModA-PrgmAsst.	\$2,331	\$2,400	\$2,472	\$2,546	\$2,623	\$2,701	\$2,782	\$2,865	\$2,952	\$3,041
Mod 7/8	\$1,971	\$2,030	\$2,092	\$2,155	\$2,219	\$2,286	\$2,355	\$2,425	\$2,498	\$2,573

Group 2

	B	C	D	E	F	G	H	I	J	K
Varsity	\$3,049	\$3,140	\$3,234	\$3,332	\$3,432	\$3,533	\$3,639	\$3,749	\$3,861	\$3,976
JV	\$2,287	\$2,356	\$2,425	\$2,498	\$2,574	\$2,650	\$2,729	\$2,812	\$2,895	\$2,983
ModA-PrgmAsst.	\$1,982	\$2,041	\$2,102	\$2,166	\$2,230	\$2,298	\$2,366	\$2,436	\$2,509	\$2,584
Mod 7/8	\$1,677	\$1,727	\$1,779	\$1,832	\$1,888	\$1,944	\$2,002	\$2,063	\$2,123	\$2,187

Group 3

	B	C	D	E	F	G	H	I	J	K
Varsity	\$2,869	\$2,955	\$3,044	\$3,135	\$3,229	\$3,326	\$3,425	\$3,527	\$3,633	\$3,742
JV	\$2,152	\$2,216	\$2,283	\$2,350	\$2,422	\$2,495	\$2,569	\$2,645	\$2,725	\$2,807
ModA-PrgmAsst.	\$1,864	\$1,920	\$1,979	\$2,037	\$2,099	\$2,162	\$2,226	\$2,294	\$2,362	\$2,432
Mod 7/8	\$1,578	\$1,625	\$1,675	\$1,723	\$1,776	\$1,830	\$1,884	\$1,941	\$1,999	\$2,058

Group 4

	B	C	D	E	F	G	H	I	J	K
Varsity	\$2,687	\$2,768	\$2,851	\$2,937	\$3,025	\$3,116	\$3,210	\$3,306	\$3,405	\$3,508
JV	\$2,017	\$2,077	\$2,138	\$2,204	\$2,269	\$2,336	\$2,407	\$2,479	\$2,553	\$2,631
ModA-PrgmAsst.	\$1,747	\$1,799	\$1,855	\$1,909	\$1,967	\$2,024	\$2,087	\$2,149	\$2,213	\$2,280
Mod 7/8	\$1,478	\$1,522	\$1,569	\$1,615	\$1,664	\$1,713	\$1,766	\$1,817	\$1,873	\$1,928

Group 5

	B	C	D	E	F	G	H	I	J	K
Varsity	\$2,130	\$2,193	\$2,259	\$2,327	\$2,397	\$2,470	\$2,543	\$2,620	\$2,698	\$2,779
JV	\$1,598	\$1,646	\$1,694	\$1,746	\$1,798	\$1,853	\$1,908	\$1,965	\$2,023	\$2,084
ModA-PrgmAsst.	\$1,385	\$1,426	\$1,469	\$1,512	\$1,558	\$1,604	\$1,653	\$1,703	\$1,754	\$1,806
Mod 7/8	\$1,172	\$1,207	\$1,243	\$1,279	\$1,319	\$1,358	\$1,398	\$1,441	\$1,484	\$1,529

7. STIPEND SCHEDULE for 2010-11 and 2011-12

Group 1

	B	C	D	E	F	G	H	I	J	K
Varsity	\$3,661	\$3,771	\$3,884	\$4,001	\$4,120	\$4,244	\$4,372	\$4,504	\$4,638	\$4,777
JV	\$2,746	\$2,828	\$2,913	\$3,000	\$3,091	\$3,183	\$3,279	\$3,378	\$3,479	\$3,583
ModA-PrgmAsst.	\$2,381	\$2,452	\$2,525	\$2,601	\$2,678	\$2,759	\$2,841	\$2,927	\$3,014	\$3,105
Mod 7/8	\$2,013	\$2,073	\$2,136	\$2,201	\$2,267	\$2,334	\$2,405	\$2,477	\$2,551	\$2,628

Group 2

	B	C	D	E	F	G	H	I	J	K
Varsity	\$3,115	\$3,208	\$3,303	\$3,402	\$3,505	\$3,610	\$3,717	\$3,828	\$3,944	\$4,062
JV	\$2,336	\$2,406	\$2,479	\$2,553	\$2,629	\$2,708	\$2,788	\$2,871	\$2,958	\$3,046
ModA-PrgmAsst.	\$2,024	\$2,085	\$2,147	\$2,211	\$2,278	\$2,346	\$2,417	\$2,489	\$2,563	\$2,639
Mod 7/8	\$1,713	\$1,764	\$1,817	\$1,872	\$1,928	\$1,986	\$2,045	\$2,106	\$2,170	\$2,235

Group 3

	B	C	D	E	F	G	H	I	J	K
Varsity	\$2,930	\$3,018	\$3,109	\$3,202	\$3,298	\$3,397	\$3,499	\$3,603	\$3,710	\$3,822
JV	\$2,198	\$2,264	\$2,331	\$2,402	\$2,473	\$2,548	\$2,625	\$2,703	\$2,783	\$2,867
ModA-PrgmAsst.	\$1,904	\$1,961	\$2,020	\$2,081	\$2,143	\$2,208	\$2,274	\$2,342	\$2,413	\$2,485
Mod 7/8	\$1,612	\$1,660	\$1,710	\$1,762	\$1,814	\$1,868	\$1,924	\$1,982	\$2,042	\$2,103

Group 4										
	B	C	D	E	F	G	H	I	J	K
Varsity	\$2,745	\$2,827	\$2,912	\$2,999	\$3,090	\$3,182	\$3,278	\$3,377	\$3,478	\$3,582
JV	\$2,060	\$2,122	\$2,185	\$2,250	\$2,318	\$2,387	\$2,458	\$2,532	\$2,608	\$2,686
ModA-PrgmAsst.	\$1,784	\$1,838	\$1,893	\$1,950	\$2,008	\$2,069	\$2,131	\$2,195	\$2,261	\$2,328
Mod 7/8	\$1,510	\$1,555	\$1,601	\$1,649	\$1,699	\$1,750	\$1,802	\$1,856	\$1,911	\$1,969

Group 5										
	B	C	D	E	F	G	H	I	J	K
Varsity	\$2,176	\$2,241	\$2,308	\$2,377	\$2,448	\$2,522	\$2,598	\$2,675	\$2,756	\$2,838
JV	\$1,632	\$1,681	\$1,732	\$1,784	\$1,837	\$1,892	\$1,949	\$2,007	\$2,067	\$2,128
ModA-PrgmAsst.	\$1,415	\$1,457	\$1,500	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,792	\$1,845
Mod 7/8	\$1,197	\$1,233	\$1,270	\$1,308	\$1,347	\$1,388	\$1,429	\$1,472	\$1,516	\$1,561

2. NON-COACHING ATHLETIC ASSIGNMENTS

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Equipment Manager (fall)	\$1,135	\$1,175	\$1,216
Equipment Manager (winter)	\$1,135	\$1,175	\$1,216
Equipment Manager (spring)	\$1,135	\$1,175	\$1,216
Fitness Center (High School)	\$924	\$956	\$989
Fitness Center (Middle School)	\$924	\$956	\$989
Girls Inter-district Hockey Club	\$621	\$643	\$666
Head Athletic Event Supervisor (fall)	\$924	\$956	\$989
Head Athletic Event Supervisor (winter)	\$924	\$956	\$989
Head Athletic Event Supervisor (spring)	\$924	\$956	\$989

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.

The advisor 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 \$100 (pro-rated for a partial year). The club/activity will be evaluated based on the following parameters no later than December 20th of the charter year in order to establish a permanent stipend, 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 superintendent will make a recommendation to the Board of Education for the establishment of a permanent stipend.

The stipends associated with discontinued clubs/activities will be available to fund new clubs/activities and permanent stipends.

C. STIPEND SCHEDULE

<u>Building</u>	<u>Activity Name</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Bernabi	Art Club	\$460	\$476	\$493
Bernabi	Baseball Club	\$546	\$565	\$585
Bernabi	Camera Club	\$409	\$423	\$438
Bernabi	Dance Club	\$574	\$594	\$615
Bernabi	Green Thumb Club	\$574	\$594	\$615
Bernabi	Knitting Club	\$409	\$423	\$438
Bernabi	Outdoor Adventure Club	\$614	\$635	\$657
Bernabi	Safety Club	\$888	\$919	\$951
Bernabi	Scrapbooking Club	\$518	\$536	\$555
Bernabi	Show Choir	\$470	\$486	\$503
Bernabi	Student Leaders Club	\$518	\$536	\$555
Canal View	Breakfast & a Book Club	\$478	\$495	\$512
Canal View	Chess Club	\$440	\$455	\$471
Canal View	Creativity Club	\$587	\$608	\$629
Canal View	Cultural Explorers Club	\$409	\$423	\$438
Canal View	Drama Club	\$819	\$848	\$878
Canal View	Green Thumb Club	\$460	\$476	\$493
Canal View	Junior Jazz Band Club	\$403	\$417	\$432
Canal View	Math Science Technology Club	\$460	\$476	\$493
Canal View	Newspaper Club	\$660	\$683	\$707
Canal View	Safety Club	\$888	\$919	\$951
Canal View	Service Learning Club	\$574	\$594	\$615
Canal View	Student Council	\$546	\$565	\$585
Munn	Safety Club	\$888	\$919	\$951
Taylor	Chess Club	\$403	\$417	\$432
Taylor	Dance Club	\$329	\$341	\$353
Taylor	Inventor's Club	\$460	\$476	\$493
Taylor	Safety Club	\$888	\$919	\$951
Taylor	Student Leaders Club	\$518	\$536	\$555
Taylor	Taylor Newspaper	\$819	\$848	\$878
Cosgrove	Academic Challenge Bowl	\$478	\$495	\$512
Cosgrove	Art Club	\$470	\$486	\$503
Cosgrove	Cave Drama Club	\$1,289	\$1,334	\$1,381
Cosgrove	Chess Club	\$660	\$683	\$707
Cosgrove	Courtyard and Critter Club	\$460	\$476	\$493
Cosgrove	Dance Dance Revolution Club	\$574	\$594	\$615
Cosgrove	Drama Coach (MS Musical)	\$1,201	\$1,243	\$1,287
Cosgrove	FACS Club	\$682	\$706	\$731
Cosgrove	Fitness Club	\$345	\$357	\$369
Cosgrove	Gettysburg Trip	\$888	\$919	\$951
Cosgrove	Library Club	\$887	\$918	\$950
Cosgrove	Middle School Bookstore	\$819	\$848	\$878
Cosgrove	Middle School Yearbook Advisor	\$1,051	\$1,088	\$1,126
Cosgrove	National Junior Honor Society	\$751	\$777	\$804
Cosgrove	PRIDE	\$892	\$923	\$955
Cosgrove	Quilting Club	\$614	\$635	\$657
Cosgrove	Sign Language Club	\$518	\$536	\$555
Cosgrove	Spanish Club	\$574	\$594	\$615
Cosgrove	Student Council	\$844	\$874	\$905
Cosgrove	Technology Club	\$460	\$476	\$493
Cosgrove	World Connect/French Club	\$403	\$417	\$432
High School	Anime Club	\$403	\$417	\$432

<u>Building</u>	<u>Activity Name</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
High School	Art Club	\$660	\$683	\$707
High School	Business Honor Society	\$660	\$683	\$707
High School	Class advisor - Freshmen class	\$917	\$949	\$982
High School	Class advisor - Junior Class	\$751	\$777	\$804
High School	Class advisor - Senior class	\$1,326	\$1,372	\$1,420
High School	Class advisor - Sophomore class	\$565	\$585	\$605
High School	Club of Mathematics	\$282	\$292	\$302
High School	Distributive Education Clubs of America	\$682	\$706	\$731
High School	Drumline Club	\$887	\$918	\$950
High School	Environmental Club	\$329	\$341	\$353
High School	Fashion Club	\$345	\$357	\$369
High School	First Priority Club	\$546	\$565	\$585
High School	First Robotics Club Advisor 1	\$1,500	\$1,553	\$1,607
High School	First Robotics Club Advisor 2	\$1,500	\$1,553	\$1,607
High School	French Club	\$742	\$768	\$795
High School	French Honor Society	\$546	\$565	\$585
High School	Future Business Leaders of America	\$546	\$565	\$585
High School	Gay Straight Alliance Club	\$518	\$536	\$555
High School	History Club	\$478	\$495	\$512
High School	HS Musical: Director (STAGE Club)	\$1,915	\$1,982	\$2,051
High School	HS Musical: Asst. Director	\$1,356	\$1,403	\$1,452
High School	HS Musical: Vocal Director	\$1,356	\$1,269	\$1,313
High School	HS Musical: Orchestra Director	\$1,226	\$1,269	\$1,313
High School	Italian Club	\$518	\$536	\$555
High School	Master Minds	\$614	\$635	\$657
High School	Math League	\$614	\$635	\$657
High School	Model UN	\$614	\$635	\$657
High School	Mural Club	\$345	\$357	\$369
High School	Musicians Club	\$345	\$357	\$369
High School	National Honor Society (HS)	\$807	\$835	\$864
High School	Newspaper	\$751	\$777	\$804
High School	P.E. Leader's Club	\$734	\$760	\$787
High School	PRIDE	\$892	\$923	\$955
High School	Service Club	\$546	\$565	\$585
High School	Spanish Club	\$751	\$777	\$804
High School	Student Government	\$2,036	\$2,107	\$2,181
High School	Treble Choir	\$881	\$912	\$944
High School	Varsity Club	\$742	\$768	\$795
High School	Yearbook	\$1,863	\$1,928	\$1,995
High School	Yearbook Asst.	\$925	\$957	\$990
District	Odyssey of the Mind	\$1,737	\$1,798	\$1,861

ARTICLE 30 – BUILDING PLANNING TEAM

Building Planning Teams, consisting of representatives of the Association, support staff, community and administration, are empowered to support the achievement of the district’s mission. Each school’s Building Planning Team will focus their efforts to implement and support the actualization of the Strategic Objectives.

A. Members of the Building Planning Team will receive an annual stipend for a full year’s membership as follows:

2009-10	\$1,105
2010-11	\$1,144
2011-12	\$1,184

Meetings in the summer, authorized and approved by the Superintendent of Schools, will be compensated pursuant to Article 36, 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 31 – MUSIC

1. If the elementary band teachers continue to have band rehearsals prior to the normal unit member's work day, they will be paid an additional stipend per year of \$1,014 for 2009-10, \$1,049 for 2010-11 and \$1,086 in 2011-12. 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.
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 33.
3. Band teachers required to participate in the local Memorial Day Parade will receive \$203 in 2009-10, \$210 in 2010-11, and \$217 in 2011-12.

ARTICLE 32 -- EXTRA ASSIGNMENTS: TEACHERS AS SUBSTITUTES

1. Unit members in Grades K-8 who volunteer to fill in for absent unit members during the academic day when substitute teachers are not available will be paid twenty-five dollars (\$25) for each period/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 “period” refers to a Middle School instructional period. Furthermore, it is understood that a “block” refers to an elementary school block of time equal in duration to a special area subject at the elementary schools.

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

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

ARTICLE 33 -- 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 following rates per hour for the time actually spent at the event (minimum of two and one-half hours will be paid):

<u>Effective</u>	<u>Dollar Amount</u>
July 1, 2009	\$20.98
July 1, 2010	\$21.71
July 1, 2011	\$22.47

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 34 -- 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 35 – 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:
 - 1/200th of the unit member's current salary divided by 7.5 hours to a maximum hourly rate of:
 - a. 2009-10 \$34.43
 - b. 2010-11 \$35.70
 - c. 2011-12 \$37.02
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 36 -- SUMMER CURRICULUM WORK

All openings for summer work will be posted in each building within the District. Unit members will be paid at the following rates:

<u>Years of Service</u>	<u>2009-10 Rate</u>	<u>2010-11 Rate</u>	<u>2011-12 Rate</u>
1 to 5 years	\$24.30	\$25.15	\$26.03
6 – 10 years	\$26.34	\$27.26	\$28.21
11 – 15 years	\$28.38	\$29.37	\$30.40
16 or more	\$30.42	\$31.48	\$32.58

ARTICLE 37 -- 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 38 - 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 39 -- HEALTH BENEFITS

1. Active Full-time Unit Members

A. Effective July 1, 2009 through December 31, 2009:

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 95% of the BluePoint2 Select premium.
 - a. 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.
 - b. \$75 will be distributed in a \$105 plan during the first semester for unit members enrolled in a BluePoint2 product.

B. Effective January 1, 2010:

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 95% of the BluePoint2 Value premium. Unit members may apply the district's monetary contribution for medical insurance to any medical insurance plan available to unit members.
4. Unit members enrolled in a District health insurance plan will receive a \$105 plan contribution as follows:
 - i. Single \$200
 - ii. Two-person \$225
 - iii. Family/Family no spouse \$325

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

2. 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).

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

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

The “years of 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 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 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 member’s legal residence is in the BluePoint2 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 BluePoint2 Select.
 - 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 Excellus Blue Million plan,
 - A. If 20 or more years of continuous full time equivalent service as of July 1, 2005, the district contribution will be no less than 90% of the premiums for the Excellus Blue Million plan.

- B. If less than 20 years of continuous full time equivalent service as of July 1, 2005, the district contribution will be no less than 85% of the premiums for the Excellus Blue Million plan.
 - b. If the retired unit member's legal residence is not in the BluePoint2 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 Excellus Blue Million plan.
 - ii. Unit members may apply the monetary equivalent of 95% of the premiums for the Excellus Blue Million 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 member's 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 Excellus Blue Million with Medicare primary plan,
 - A. If 20 or more years of continuous full time equivalent service as of July 1, 2005, the district contribution will be no less than 90% of the premiums for the Excellus Blue Million with Medicare primary plan.
 - B. If less than 20 years of continuous full time equivalent service as of July 1, 2005, the district contribution will be no less than 85% of the premiums for the Excellus Blue Million 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 Excellus Blue Million with Medicare primary plan.
 - ii. Unit members may apply the monetary equivalent of 95% of the premiums for the Excellus Blue Million 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 BluePoint2 Select.
 - 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 BluePoint2 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.

4. 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).

5. 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.

6. 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.

7. BluePoint 2 Benefits

The level of benefits for the BluePoint2 Extended and Select health insurance plans will not be less than the benefits of the corresponding community rated health insurance plan (excluding guest memberships and out-of-network provision).

Unit members enrolling in a BluePoint2 product may not be concurrently enrolled in the Blue Million plan.

8. 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.

9. 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 40 -- 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:

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
186 - 200 days of accumulated sick leave	\$67	\$69	\$71
160 - 185 days of accumulated sick leave	\$61	\$63	\$65
140 - 159 days of accumulated sick leave	\$53	\$55	\$57
120 - 139 days of accumulated sick leave	\$39	\$40	\$41
less than 120 days of accumulated sick leave	\$34	\$35	\$36

- G. The Service Increment will be distributed to retiring unit members within 30 days after their retirement date. In the event alternate methods of distribution are desired by either party, the Association and District must agree to any changes.

ARTICLE 41--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 after the last teacher work day of that school year and before July 1st of the next school year) to the Superintendent of Schools by January 31st of the school year in which they will retire, as consistent with Article 40 (Unused Sick Leave at Retirement), and
- b. they meet the following eligibility requirements:
 - 1. 2009-10 school year
 Unit members will be eligible for the District's retirement incentive in June 2010 if either:
 - i. they are eligible to receive benefits without penalty from the New York State retirement systems (NYSTRS or NYSERS) between July 1, 2009 and September 30, 2010, or
 - ii. they become first eligible to receive benefits with penalty from the New York State retirement systems (NYSTRS or NYSERS) between July 1, 2009 and September 30, 2010.

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

2. 2010-11 school year

Unit members will be eligible for the District's retirement incentive in June 2011 if they either become first eligible to receive benefits with penalty or when they become first eligible to receive benefits without penalty from the New York State retirement systems (NYSTRS or NYSERS) between July 1, 2010 and September 30, 2011.

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

3. 2011-12 school year

Unit members will be eligible for the District's retirement incentive in June 2012 if they either become first eligible to receive benefits with penalty or when they become first eligible to receive benefits without penalty from the New York State retirement systems (NYSTRS or NYSERS) between July 1, 2011 and September 30, 2012.

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

The seven thousand dollar (\$7,000) retirement incentive shall be distributed to the unit member in one lump sum within sixty (60) days of the effective date of retirement. In the event alternate methods of distribution are desired by either party, the Association and District must agree to any changes.

The Retirement Incentive shall be effective from the period July 1, 2009 to June 30, 2012 and shall not continue beyond June 30, 2012.

ARTICLE 42 -- 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 43 -- 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 or personal illness and a physician's statement may be requested by the Superintendent of Schools at any time.

ARTICLE 44 - 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.

B. 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 is defined as: grandparents, spouse, brother, sister, daughter, son, parents, parents of the unit member's wife or husband, and legal residents of the unit member's household.

C. 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 may be taken by submitting notice in writing (Appendix B) to the Superintendent, 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 notice and return a copy to the unit member.

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 45 - 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 44).

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 46) and Child Care leave (see Article 48).

ARTICLE 46 -- FAMILY AND MEDICAL LEAVE ACT

The District will apply the Family and Medical Leave Act as amended in January 28, 2008 to those employees 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 47 – 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 is defined as grandparents, spouse, brother, sister, daughter, son, parents, parents of the unit member’s wife or husband, and legal residents 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 48 -- 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.
7. 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 49 -- 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 D) 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 50 -- 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 51 -- JURY DUTY

Unit members, like other good citizens, are expected to serve on juries when summoned. There seems to be no valid reason for excusing unit members from this type of service. A substitute unit member will be provided by the Board of Education while the regular unit member is absent for jury duty.

ARTICLE 52 -- 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 - DURATION OF AGREEMENT

ARTICLE 53 -- DURATION

Section 1

The provisions of this agreement shall become effective as of July 1, 2009, and shall continue in full force and effect through and including June 30, 2012, and from year to year thereafter unless either party gives written notice to the other party not later than approximately January 15, 2012 of its desire to modify or amend this agreement. If either party notices this agreement for modification or amendment, then the parties shall set a mutually agreed upon meeting date of not later than approximately January 30, 2012, for the first negotiating sessions.

Section 2

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

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

SIGNATURES OF NEGOTIATORS

John Kozlowski, President
Spencerport Teachers Association

date

Kathy DeLorme, PAC Chairperson
Spencerport Teachers Association

date

Bonnie Seaburn, Superintendent of Schools
Spencerport Central School District

date

Michael S. Crumb, Deputy Superintendent
Spencerport Central School District

date

SECTION IX – 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 B

FACULTY

SPENCERPORT CENTRAL SCHOOL DISTRICT
PERSONAL DAY REQUEST FORM

(Please Print or Type)

Name of Employee _____ Date of Request _____

Building _____ Dates Requested _____

Acknowledged by:

Building Principal/Supervisor Date

Asst. Supt. Human Resources Date

-
- 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.
 - 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.

Please cite extenuating circumstances below.

Authorized by:

Asst. Supt. Human Resources Date

Superintendent of Schools Date

Approved Copies:

Employee - White

Payroll - Yellow

Personal File - Pink

Building Principal/Supervisor - Gold

Revised 11/01

APPENDIX D

**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:

DISTRIBUTION:
Unit member
Building Principal
Superintendent of Schools

Signature of President of Board Of
Education

Date

APPENDIX E

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.

APPENDIX F

OBSERVATION REPORT

Name _____
Subject/Grade Level _____
Observer _____

Ten. ____ Prob. ____ PT ____ LTS ____
Date of Observation _____
School _____

Brief summary of the observation: (use additional space as necessary)

The following are effective instructional/professional practices observed: (use additional space as necessary)

The following are recommendations to consider for improvement of instructional/professional practice:
(use additional space as necessary)

Conclusion and other comments: (use additional space as necessary)

Signature & Title of Observer

Date

Signature of Faculty Member (indicates document has been received)

Date

Faculty member's comments/clarifications: (use additional space as necessary)

APPENDIX G

Standards for the Alternatives to the Formal Observation

The purpose of these alternatives to the formal observation process is to support reflective professional practice on specific topic(s). The intent of this process is for unit members to investigate an area that is of interest to them and that promotes their professional growth. This process will be equivalent in expectation to the formal observation process. The alternative needs to be proposed by the tenured faculty member and approved by the school principal. Any alternative to the formal observation must be completed by April 15th each year.

Professional Portfolio

What: The portfolio provides faculty with a framework to document performance related to a stated goal. The faculty member:

- Identifies a key question/topic.
- Identifies the intended outcome.
- Designs a plan to reach that outcome.
- Selects materials over a period of time to document that outcome.
- Includes a narrative explaining how and why the items in the portfolio support the outcome.

Documentation: A statement of learning, based upon individual reflection, reviewed with the principal, and signed.

Self-Selected Study

What: To identify an outcome to strengthen his/her practice, a faculty member reflects upon his or her instructional/professional practices. The faculty member:

- Identifies a key question/topic.
- Identifies the intended outcome.
- Designs a plan to reach that outcome. The plan may include, but is not limited to, workshops, professional readings, and peer observations.
- Applies their learning(s).
- Writes a reflection on experiences and learnings.

Documentation: A statement of learning, based upon individual reflection, reviewed with the principal.

Learning Team

What: Three or more faculty members study a topic of mutual interest related to a stated goal to strengthen their instructional/professional practice. They meet over an identified period of time to review a common set of study materials. The team:

- Identifies a key question or topic.
- Identifies the intended outcome.
- Designs a plan including resources and timeline to meet that outcome.
- Applies their learning(s).
- Reviews their findings and process with one another.
- Writes an individual reflection on experiences and learnings.

Documentation: A statement of learning, based upon individual reflection, reviewed with the principal.

APPENDIX G (continued)

FORM A Submit by the first Friday in October

**ALTERNATIVES TO THE FORMAL OBSERVATION
Proposed Plan of Study**

(refer to the Standards for the Alternative to the Formal Observation)

Faculty Member's Name _____

School _____

School year _____

Option Professional Portfolio Self-Selected Study Learning Team

Key Questions/Topic:

Intended Outcome:

Plan to reach outcome (materials, timeline, resources, activities, use additional space if necessary):

We agree that the proposed plan of study and the periodic review of said plan will be conducted in a collaborative manner.

FACULTY MEMBER SIGNATURE

PRINCIPAL/DESIGNEE SIGNATURE

DATE

DATE

c: Personnel file, Principal, Assistant Principal (if applicable), Assistant Superintendent for Instruction, Faculty Member

APPENDIX G (continued)

FORM B Submit by April 15th

ALTERNATIVE TO OBSERVATION SUMMARY

FACULTY MEMBER'S NAME

SUBJECT/GRADE

SCHOOL

OPTION SELECTED

SCHOOL YEAR

Summary of Alternative and the Intended Outcome: (use additional space as necessary)

Statement of Learning: (use additional space as needed)

Supervisor Comments: (use additional space as necessary)

FACULTY MEMBER SIGNATURE

PRINCIPAL/DESIGNEE

DATE

DATE

Faculty member's comments/clarifications: (use additional space as necessary)

C: Personnel file, Principal, Assistant Principal (if applicable), Assistant Superintendent for Instruction,
Faculty Member

APPENDIX H1

TENURED FACULTY EVALUATION INPUT FOR THE _____ SCHOOL YEAR

Name _____ Date/Time of Evaluation Conference _____
Subject/Grade Level _____ School _____
Evaluator _____

This form must be returned to the evaluator at least two school days prior to the evaluation conference.

Each faculty member shall be evaluated annually based on the criteria found in the Commissioner's Regulations. Please refer to the District's A.P.P.R. when completing the evaluation input form.

Content Knowledge:

Preparation of Instruction:

Instructional Delivery:

Classroom Management:

Knowledge of Student Development:

Student Assessment:

Collaboration:

Reflective and Responsive Practice:

Professional Responsibilities:

Faculty members may wish to provide additional information to the evaluator for the evaluation conference. (Use additional space as necessary)

Conclusion and other comments: (use additional space as necessary)

Signature of Faculty Member

Date

Evaluator's Comments: (use additional space as necessary)

Signature of Evaluator (indicates document has been received)

Date

This document will be attached to and filed with the Annual Evaluation Report

APPENDIX H2

NON-TENURED FACULTY EVALUATION INPUT FOR THE _____ SCHOOL YEAR

Name _____ Date/Time of Evaluation Conference _____
Subject/Grade Level _____ School _____
Evaluator _____

This form must be returned to the evaluator at least two school days prior to the evaluation conference.

Each faculty member shall be evaluated annually based on the criteria found in the Commissioner's Regulations. Please refer to the District's A.P.P.R. when completing the evaluation input form.

Content Knowledge:

Preparation of Instruction:

Instructional Delivery:

Classroom Management:

Knowledge of Student Development:

Student Assessment:

Collaboration:

Reflective and Responsive Practice:

Professional Responsibilities:

Use of Student Performance Data *(for faculty members hired after the 2007-08 school year):*

**Portfolio Review: Please bring your professional portfolio to your evaluation conference
(for faculty members with initial or transitional certification)**

Faculty members may wish to provide additional information to the evaluator for the evaluation conference. (Use additional space as necessary)

Conclusion and other comments: (use additional space as necessary)

Signature of Faculty Member

Date

Evaluator's Comments: (use additional space as necessary)

Signature of Evaluator (indicates document has been received)

Date

This document will be attached to and filed with the Annual Evaluation Report

APPENDIX I

EVALUATION REPORT FOR THE _____ SCHOOL YEAR

Name _____ Date/Time of Evaluation Conference _____
Subject/Grade Level _____ School _____
Evaluator _____

The purpose of the evaluation conference will be to review 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 the observation process for tenured unit members only). The information below is a summary of the discussion between the evaluator and the faculty member and should be completed collaboratively. (use additional space as necessary)

_____ Signature & Title of Evaluator	_____ Date
_____ Signature of Faculty Member	_____ Date

C: Personnel file, Evaluator, Faculty Member, Principal

SECTION VIII - DURATION OF AGREEMENT

ARTICLE 53 -- DURATION

Section 1

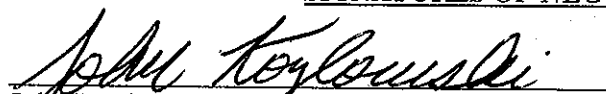
The provisions of this agreement shall become effective as of July 1, 2009, and shall continue in full force and effect through and including June 30, 2012, and from year to year thereafter unless either party gives written notice to the other party not later than approximately January 15, 2012 of its desire to modify or amend this agreement. If either party notices this agreement for modification or amendment, then the parties shall set a mutually agreed upon meeting date of not later than approximately January 30, 2012, for the first negotiating sessions.

Section 2

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

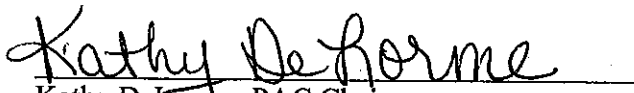
IN WITNESS WHEREOF the parties have caused these presents to be signed and sealed the (DATE SIGNED).

SIGNATURES OF NEGOTIATORS



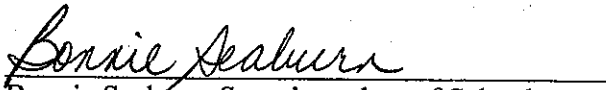
John Kozlowski, President
Spencerport Teachers Association

6-16-10
date



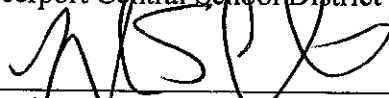
Kathy DeKorme, PAC Chairperson
Spencerport Teachers Association

6-16-10
date



Bonnie Seaburn, Superintendent of Schools
Spencerport Central School District

6/16/10
date



Michael S. Crumb, Deputy Superintendent
Spencerport Central School District

6/16/10
date