



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Spencerport Central School District and Spencerport Administrators and Supervisors Association (2011)**

Employer Name: **Spencerport Central School District**

Union: **Spencerport Administrators and Supervisors Association**

Local:

Effective Date: **07/01/2011**

Expiration Date: **06/30/2014**

PERB ID Number: **6252**

Unit Size:

Number of Pages: **25**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>



**AGREEMENT BETWEEN
THE SUPERINTENDENT OF SCHOOLS
AND THE
SPENCERPORT ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION**

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

ARTICLE 1 -- RECOGNITION

A. Recognition Resolution

Spencerport Central School District, Monroe County, New York hereby extends unchallenged representation status to the Spencerport Administrators' and Supervisors' Association, and Employee Organization duly recognized by resolution of the Board of Education dated March 3, 1981, for the maximum period allowed by the law. This recognition includes all principals, assistant principals, instructional and operational directors, and coordinators.

B. Recognition and No Strike

Pursuant to the New York State Public Employees Fair Employment Act the Board of Education of Spencerport Central School District has recognized the Spencerport Administrators' and Supervisors' Association, hereinafter referred to as the Association as the exclusive negotiating representative of all employed administrators and supervisors employed by said District, excluding the Superintendent, Assistant Superintendent for Instruction, Assistant Superintendent for Business, and Assistant Superintendent of Schools.

The Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction, or participate in any strike, walkout, slowdown, or work stoppage.

It is understood and agreed that administrators have the right to join or not to join the Association, and that membership in the Association is not and shall not be a condition or prerequisite for the employment or the continuation of employment of any administrator.

ARTICLE 2 -- 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 administrators 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

The District agrees to deduct from the pay of each employee covered by this Agreement membership dues for the Spencerport Administrators' and Supervisors' Association, the School Administrators Association of New York State, the National Elementary School Principals and National Association of Secondary Principals Association, 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 administrators 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 administrator has authorized a deduction.

The Spencerport Administrators' and Supervisors' 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 Association member shall be subject to and consistent with the terms of this Agreement.

ARTICLE 3 -- PERSONNEL FILE

Each administrator shall have the right upon reasonable request, to review the contents of his/her own personnel file as maintained by the Superintendent of Schools and/or his/her designee. If material critical of the administrator's conduct, performance, character, or personality is placed in the official personnel file, the administrator 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 an administrator's application for employment or any position for which he/she applies 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. Warnings and reprimands shall be removed after five (5) years from the personnel folder upon request of the unit member.

ARTICLE 4 -- FAIR DISMISSAL

- A. Any non-tenured administrator or supervisor who is to be recommended for dismissal by the Superintendent must be given the reasons for such action in writing.
- B. The dismissal procedures provided in the Education Laws of New York State shall apply to all administrative/supervisory personnel with more than two years and one day of service in the District.

ARTICLE 5 -- PROFESSIONAL RIGHTS

A. Certification

The District shall make every effort to employ certified and qualified administrators.

B. Probationary Period

1. The probationary period for certificated administrators shall be three (3) years.
2. The probationary period for classified unit members shall be determined by the Rules and Regulations of the Monroe County Civil Service Commission, Rule XVI.
3. Certificated administrators will be notified of Board of Education action with regard to tenure appointment.

C. Promotional Opportunity

The District recognizes 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 Association president will be sent a copy of the vacancy posting at the start of the posting period. Additionally, upon appointment by the Board of Education, the name, address, telephone number, and assignment of each new administrator will be provided to the Association president.

D. All administrators are an important part of the Superintendent's decision making team. The Superintendent will involve administrators, as appropriate, in proposing, considering and implementing district-wide programs and initiatives.

E. Joint Advisory Committee

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

ARTICLE 6 -- PROTECTION OF ADMINISTRATORS AND SUPERVISORS

The Board agrees to provide legal counsel and to indemnify the members of the unit against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily harm or other injury, to a person or damage to property of any person committed while the administrator is acting within the scope of his/her employment in accordance with the Education Law and Public Officers Law Section 18.

The administrator/supervisor must immediately, upon service of a summons, complaint, or other legal paper, deliver the original or a copy to the Board Clerk.

Administrators shall immediately submit to the Superintendent a detailed written report on all cases of assault suffered by them in connection with their employment.

This report will be forwarded to the Board Clerk, which shall comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved.

Should an assault on an administrator occur in the line of duty and if his/her injury results in loss of time, the administrator shall be paid in full for the duration of his/her absence and such paid absence shall not be deducted from any sick leave to which the administrator is entitled under this Agreement.

The Spencerport Central School District will reimburse administrators for the reasonable replacement or repair costs of any clothing, dentures, eyeglasses, hearing aids, or other similar prosthetic devices which are damaged or destroyed as a result of an assault and/or battery suffered by an administrator while the administrator is acting in the discharge of his/her duties on school property or in an assigned activity off of school property. The replacement or repair cost of an item will be based upon the current market value. Such payments will only be made if assault and/or battery complaints are filed with the police. In the event the administrator is unable to file a complaint due to the age of the assailant, claim for reimbursement shall be submitted to the Superintendent.

In the event a unit member incurs damage to their personal vehicle through an act of vandalism and as a result of the discharge of their duties, the district will reimburse for their

insurance deductible after the insurance claim has been processed by the unit member's insurance company and the repair has been completed. In order to be eligible for this reimbursement, a police report for vandalism must be filed and proof of responsibility must be established to the satisfaction of the superintendent or designee.

ARTICLE 7 -- TRANSFERS

The best educational program results from the selection of an administrative or supervisory staff which is well balanced in terms of the administrator's or supervisor's experience, general background and competence. Careful consideration will be given to each of the above when transferring employees.

Administrators or supervisors may be transferred or assigned at the discretion of the Superintendent of Schools.

Transfers shall not be made for the purpose of discrimination or discipline of any unit member.

Transferred personnel will be notified at least 30 days prior to the date of appointment. It is recognized, however, that death, illness, resignation, or promotion may bring about a need for transfer which would preclude this timetable.

Nothing in this Article shall be construed as limiting the right and responsibility of the District in making administrator assignments as consistent with the educational goals and changing conditions within the District.

ARTICLE 8 -- GRIEVANCE PROCEDURES

SECTION 1 - Declaration of Purpose

WHEREAS: The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its administrators 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 administrators through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its administrators 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 2 - Procedures

2.1 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.

- 2.2 Except for informal decisions at Stage 4.1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision after Stage 4.1 shall be promptly transmitted to the administrator and the Association.
- 2.3 If a grievance affects a group of administrators and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 4.2 described below.
- 2.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment.
- 2.5 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.
- 2.6 Except as otherwise provided in Section 4.1, 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 him/her, to testify and to call witnesses on his/her 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.
- 2.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent 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.
- 2.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed by the Superintendent. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 2.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2.10 Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the Central Office 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.
- 2.11 If any provision of this grievance procedure or any application thereof to any administrator or group of administrators 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.

- 2.12 The Superintendent or his designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 4.1 and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 4.2, 4.3 and 4.4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within five work days after the conclusion of hearings at Stages 4.2, 4.3 and 4.4. 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.
- 2.13 The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any administrator to pursue any other remedies available in any other form.

SECTION 3 - Time Limits

- 3.1 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.
- 3.2 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 work days after the administrator knew or should have known of the act or condition on which the grievance is based.
- 3.3 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.
- 3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his 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.

SECTION 4 - Resolution

- 4.1 An administrator who believes he/she has a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally.

4.2 Assistant Superintendent of Schools

If the grievance is not resolved informally at Stage 4.1, it shall be reduced to writing and presented to the Assistant Superintendent of Schools within (10) work days or

less after the conference with the immediate supervisor. Within ten (10) work days or less after the written grievance is presented, the Assistant Superintendent of Schools will render a decision thereon, in writing, and transmit it to the Grievant and the Association.

4.3 Superintendent of Schools

- a. If the administrator initiating the grievance is not satisfied with the written decision at the conclusion of Stage 4.2 and wishes to proceed further under this grievance procedure, the administrator shall, within five (5) work days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the administrator has a meritorious grievance, then it will file a written appeal of the decision at Stage 4.2 with the Superintendent of Schools within twenty (20) work days after the administrator has received such written decision. Copies of the written decision at Stage 4.2 shall be submitted with the appeal.
- c. Within twenty (20) work days or less after receipt of the appeal, the Superintendent of Schools, or his duly authorized representative, shall hold a hearing with the administrator 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 administrator, the Grievance Committee and its representative within fifteen (15) work days or less after the conclusion of the hearing.

4.4 Board of Education

- a. If the Grievant is not satisfied with the written decision delivered at Stage 4.3, d., and wishes to proceed further, the administrator shall, within ten (10) work days, file a written appeal with the Clerk for the Board of Education. The Official Grievance Record maintained by the Superintendent, or his/her designee shall be available for use by the Board. At the next regularly scheduled meeting following the time of receipt of the appeal, the Board of Education shall hold, in executive session, a hearing on the grievance. By no later than the next regularly scheduled meeting following the conclusion of the hearing, the Board of Education shall render in writing their decision on the grievance. Such decision shall be promptly delivered to the Grievant, the President of the Association, and the Superintendent of Schools.

4.5 Arbitration

- a. After such hearing at Stage 4.4, a., if the unit member and/or Association are not satisfied with the decision of the Board of Education, and the Association determines that the grievance is meritorious and appealing it is in the best interest of the Association, it may submit the grievance to arbitration by written notice to the Clerk for the Board of Education within fifteen (15) work days of the decision at 4.4, a.
- b. Within fifteen (15) work 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 his/her decision no later than agreed to by the parties. The arbitrator's decision will be in writing and will set forth his/her 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. All costs for the arbitration will be borne equally by the Board of Education and the Association.

ARTICLE 9 -- PROFESSIONAL DEVELOPMENT

The Board of Education is committed to the continuing professional development of its administrators and supervisors. To accomplish this goal, the following provisions have been agreed to:

- A. Funding will be provided for professional development in the following three categories with expenditures not to exceed the category maximums as follows:

<i>Category Maximums</i>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Memberships	\$450	\$450	\$450
Conferences	\$2,750	\$2,900	\$3,000
Tuition	Up to the monetary equivalent of nine (9) credits per contract year at SUNY graduate rates		

Unit members may transfer money between categories with the approval of the Superintendent. The decision of the Superintendent is final.

Memberships: The membership funds are for professional organizations relating to educational administration and/or professional organizations relating to the unit member's responsibilities and duties.

Conferences:

- A. The funds for conferences shall be used to first satisfy appropriate professional development activities specified in, or congruent with, the-district's and unit member's goals for the current school year.

- B. If a unit member is required or requested to attend a conference, workshop, seminar, etc., the district shall be responsible for a portion of all cost associated with attendance.
- C. Attendance at all workshops, seminars and conferences requires the prior approval of the Superintendent of Schools or his/her designee.

Tuition: The funds for tuition are for approved graduate courses, at accredited institutions of learning, for courses aligning with the unit member's responsibilities and duties. 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 and name and date of the course must be submitted by the unit member to the Superintendent or his/her designee upon course completion before payment will be made.

B. Professional Development for New Unit Members

Each unit member, prior to being awarded tenure, is expected to complete the district's 5 (five) staff development core courses.

The unit member may request that individual courses be waived by the Superintendent or his/her designee by providing documentation of previous professional development or academic study that address the central learning of these courses.

The unit member's immediate supervisor may request special consideration from the Superintendent or his/her designee for an individual unit member if unusual circumstances occur that prevents that unit member from meeting this expectation prior to tenure. The request for special consideration will also include a timeline for meeting the expectation. The decision of the Superintendent or his/her designee is final and non-precedent setting.

C. Leave of Absence for Study

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 consecutive years of service can be recognized, an administrator's personal development can be stimulated, and in the final analysis the youth of our school district will be better served by the administrator's broadened learning experiences.

1. Provision for leave after seven (7) years:
 - a. Administrators who have served seven years in the district may upon the recommendation of the Superintendent and with the approval of the Board of Education be granted leave of absence for study. No individual shall have more than one (1) leave in any seven (7) year period.
 - b. 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.

2. Provisions for leave after fourteen (14) years:

Administrators who have served fourteen 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. During such leave each administrator shall be paid seventy-five percent (75%) of his/her annual salary.

3. General Provisions:

- a. All those taking leave will participate in salary increments, adjustments and benefits the same as for regular service.
- b. All applications, including a written proposal outlining in detail the purpose, plan and goals of the applicant's sabbatical program, must be submitted to the Superintendent no later than February 1 of the preceding year.
- c. 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 administrator shall submit a written report to the Superintendent immediately.

- d. 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 administrator does not remain in Spencerport for full three (3) years, the salary received during such leave will be refunded to the School District on a pro-rated 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.

- e. Leave of absence for aimless study cannot be defended and therefore will not be approved by the Board of Education. Board action on all applications shall be considered final. Leaves of absence are to begin at the onset of the fall or spring term of the institution being attended.

D. Professional Improvement Days

Any administrator may request professional visitation days. Such requests require the approval of the Superintendent of Schools, or his/her designee.

E. Reimbursement of Tuition

Unit members who resign/retire from the District will repay the District for reimbursed tuition as per the following schedule:

- 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.

In extenuating circumstances, the Association president may engage in a conversation with the Superintendent of Schools regarding a unit member's obligation for repayment of reimbursed tuition.

ARTICLE 10 -- PERSONAL LEAVE

1. Personal leave of up to two (2) days per school year, non-cumulative, for all unit members 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 requested by submitting notice on the appropriate form to the Superintendent or his/her designee, five (5) days whenever possible, prior to the date on which leave is to be taken.

The five (5)-day rule may be waived by the Superintendent.

3. All requests require the prior approval of the Superintendent or his/her designee. The decision of the Superintendent shall not be considered precedent for other requests.
4. Requests for personal leave on the day before or after a holiday or school recess period require the providing of a reason that will be reviewed by the Superintendent on a case-by-case basis. The decision of the Superintendent is final and shall not be considered precedent for other requests.
5. Special requests for additional personal days will be submitted to the Superintendent 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 other requests.

1. Unused personal leave at the end of the contract year will be converted to sick leave at the beginning of the next contract year.

ARTICLE 11 -- SICK LEAVE

Twelve (12) month unit members will receive .75 sick days at the start of each payroll period to a maximum of 18 days per school year, cumulative to 240 days. The District and Association will meet to discuss the distribution of sick leave should there be more than twenty-four (24) payroll periods in a twelve-month contract year (July to June).

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

A unit member who has exhausted his/her sick time allowance and the additional sick leave referenced above, may apply to the Superintendent of Schools for additional leave and upon his/her recommendation the request may be forwarded to the Board of Education. The Superintendent of Schools reserves the right to request and receive supporting documentation for any illness. The granting of additional sick leave will be at the sole discretion of the Board of Education.

Unit members who have accrued more than 240 sick days as of June 30th of each year will have all sick days in excess of 240 placed into an individual reserve sick day account. Sick days in the reserve account, up to a maximum of 120 days, will be applied to the unit member's sick day accrual to return them to a maximum of 240 accrued sick days on the next July 1 when:

- the unit member has used eighteen or more consecutive sick days, and
- the unit member provides medical documentation to the district, and
- the unit member's accrual on June 30th is less than 240 days, and
- the unit member has returned to service or retires.

An electronic procedure (e.g., email or WinCap) may be used to record and verify unit members' use of sick leave.

ARTICLE 12 -- EMERGENCY LEAVE

A. Family Illness

Three (3) days per year, non-cumulative, for all unit members pro-rated in half day increments from date of employment.

Unit members may use emergency leave for illnesses, medical emergencies, or hospital stays involving members of their immediate family, 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 themselves.

Immediate family is defined as parent, spouse, child, sibling, grandparent, spouse's parents, grandchild, and child for whom the unit member is legal guardian.

An electronic procedure (e.g., email or WinCap) may be used to record and verify unit members' use of sick leave.

B. Bereavement

Unit members are entitled to three (3) days per incident, immediate family, and one (1) day for near relative or associate.

Immediate family defined as including parent, spouse, child, grandchild, grandparent, sibling, parent or child of spouse, spouse of parent or child, legal guardian, and legal resident of the unit member's household.

In the event of an extenuating circumstance, an extension may be granted at the discretion of the Superintendent of Schools.

C. Family Medical Leave Act

The District will apply the Family and Medical Leave Act of 1993 (as amended in 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 13 -- 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.

GENERAL

- A. Application for such leaves must be submitted to 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 his return.

ARTICLE 14 -- JURY DUTY

Administrators and Supervisors, like other good citizens, are expected to serve on juries when summoned.

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

ARTICLE 15 -- WORK YEAR

The work year for all unit members shall be 12 months in length. The District will discuss unit positions they wish to create that are less than 12 months in length with the Association in order to determine pro-rated benefits, as appropriate.

Each unit is expected to devote the necessary time and effort required to properly complete his/her assigned responsibilities. It is understood that such time and effort may exceed the limits of normal working hours.

All unit members are expected to be on duty the week preceding the opening of school in September and the week following the close of school in June. Unit members may request an

exception to this provision of the contract from the Superintendent, or his/her designee. The Superintendent, or designee, will review the unit member's request on a case-by-case basis with a view to the particular circumstances involved. The decision of the Superintendent, or designee, does not constitute a commitment to granting additional exceptions to this provision of the contract for the unit member or establishing a precedent for others' similar requests.

ARTICLE 16 -- VACATION

Unit members will report their vacation day usage on the district leave authorization form. Whenever possible, unit members will receive prior approval for vacation day use from their immediate supervisor; however in all instances unit members will contact their immediate supervisor no later than the day they wish to use.

At least one week (five working days) of vacation shall be taken each year during school recess periods. Vacation requests for more than three (3) consecutive days when school is in session shall be at the sole discretion of the Superintendent of Schools.

A. Number of Days

All persons employed in a twelve (12) month administrative position are entitled to twenty (20) days of vacation during each school year, pro-rated in the first year of employment based on date of employment.

All twelve-month unit members completing ten (10) years of service as a unit member in the District shall be entitled to five (5) additional days of vacation. These five days will be pro-rated in the first year of eligibility based on anniversary date (e.g., an administrator with a January 1 anniversary date will receive 2.5 additional days on January 1 until the next July 1 when they will receive all 5 additional days). The pro-rating of days will be calculated to the nearest half-day.

Vacation days in the unit member's last school year of service will be prorated as per the schedule in Appendix A (Vacation Days in Last Year of Service). Unused vacation days will be paid at the unit member's current per diem salary (current annual salary divided by 240) within thirty days of separation from the District. The District will deduct the appropriate amount of salary if the unit member used more vacation days than they are eligible for based on their date of separation.

B. Unused Vacation Days

Unused vacation time may be accumulated to a maximum of eleven (11) days. No more than five (5) of these unused vacation days may be taken upon the approval of the Superintendent of Schools during the following school year and must be used before Labor Day. No more than six (6) of these unused vacation days may be bought back upon the approval of the Superintendent of Schools at the unit member's per diem salary (1/240th of salary).

The unit member must submit in writing to the Superintendent of Schools his/her request for the "rolling over" and/or "buying out" of unused vacation days before June 30 of the school year.

Unit members with extenuating circumstances may request that the Superintendent of Schools consider approving the “roll over” of more than five (5) days of unused vacation time. Such requests will be in writing and cite the unit member’s extenuating circumstances. The decision of the Superintendent of Schools is final and does not establish a practice or precedent for other requests.

C. Holidays

In addition to the above, all 12-month unit members shall consider the following as holidays:

Independence Day - 1	New Year's Eve - 1
Labor Day -1	New Year's Day -1
Columbus Day - 1	M.L. King's Birthday - 1
Veterans Day - 1	Good Friday - 1
Thanksgiving Recess - 2	Monday of Spring Break - 1
Christmas Eve - 1	Memorial Day - 1
Christmas Day - 1	Floating holiday* - 1

In the event that Christmas Eve Day, Christmas Day, New Year's Eve Day, and/or New Year's Day falls on a weekend, those holidays falling on Saturday will be observed on Friday, unless it is a scheduled student day, and those holidays falling on Sunday will be observed on Monday, unless it is a scheduled student day.

When any of these holidays cannot be observed as detailed above because of scheduled student days, the observed holidays will be scheduled during the December recess on the closest day abutting a holiday or weekend.

- * One floating holiday is available for use by the unit member to be taken with the approval of the unit member's supervisor, not as a group, and on a day when school is not in session. It is understood that the District may unilaterally change the floating holiday to Presidents' Day in the future (with notice provided to the Association's President by June 15 preceding the year of change).

ARTICLE 17 – EVALUATION

Each administrator will be evaluated annually using the following process:

- A. The administrator and supervisor will finalize the plan of work,* that includes three to five professional goals, for the coming school year on or about September 1st.
- B. By January 31st the administrator and his/her supervisor will meet to discuss performance and progress toward achieving the work plan. The supervisor may wish to provide a written summary of the mid-year conference. The administrator may attach written comments to this summary.
- C. On or about June 1st, the administrator will submit a self-evaluation that details personal growth, achievement of the work plan, and other accomplishments.
- D. Prior to July 1, the supervisor will meet with the administrator to review their evaluation document that will detail performance and accomplishments for the current year, goals and professional growth for the next year, and will indicate eligibility for a performance

award. The administrator and supervisor will sign the evaluation document to indicate that it has been reviewed. The administrator will have the opportunity to attach comments to their evaluation document by July 15th. In addition, this meeting will allow for discussion of goals and objectives to be included in the administrator's next work plan.

- E. It is understood that the immediate supervisor for each administrator may relay information from the Superintendent and his/her cabinet regarding the performance of the administrator. Furthermore, the Superintendent and/or members of his/her cabinet may participate in any of the evaluation process meetings.
- F. Annual evaluations (and mid-year summaries, if written) will be included in the administrator's personnel file.

* work plans can be jointly reviewed/amended at any point in the year as necessary

ARTICLE 18 -- TRAVEL AND CONFERENCE REIMBURSEMENT

When an individual's automobile is used for District business, reimbursement will be made at the IRS rate. The claim for travel reimbursement must specify the date, purpose and number of miles. Reimbursements for meals and lodging will be consistent with the District policy and GSA guidelines. When meals are provided as part of a conference, the per diem reimbursement will be appropriately decreased. District established forms must be used.

ARTICLE 19 -- LONGEVITY

- A. Unit members hired prior to July 1, 2011

Administrators will receive longevity increments as follows:

Completion of 7 years of District Service	- \$2,200
Completion of 14 years of District service	- \$2,200
Completion of 19 years of District service	- \$1,100
Completion of 24 years of District service	- \$1,100

The payment of the longevity increment will begin within 30 days of the unit member completing their 7th, 14th, 19th and 24th year of district service and will be added into base salary and paid through the remaining payroll distributions in the current contract year (July to June).

- B. Unit members beginning their employment as an administrator after June 30, 2011

Administrators will receive longevity increments as follows:

Completion of 7 years of District service as an administrator	- \$2,200
Completion of 14 years of District service as an administrator	- \$2,200
Completion of 19 years of District service as an administrator	- \$1,100
Completion of 24 years of District service as an administrator	- \$1,100

The payment of the longevity increment will begin within 30 days of the unit member completing their 7th, 14th, 19th and 24th year of district service as an administrator and will be added into base salary and paid through the remaining payroll distributions in the current contract year (July to June).

ARTICLE 20 -- RETIREMENT PROVISIONS

1. Unit members who are retiring from the Spencerport Central School District and have applied and are eligible for benefits from the New York State Teachers Retirement System (NYSTRS) or New York State Employees Retirement System (NYSERS) shall be eligible for a service increment when they retire from the district.
 - A. In order to be eligible for the Service Increment a unit member shall submit a written notice of his/her intent to retire. For unit members who wish to retire on June 30 of a given school year, notice must be given to the District on or before January 31 of that school year. For those unit members who wish to retire during a school year but before June 30, one hundred twenty (120) days notice must be given to the Superintendent no later than December 31 of that school year. The District will hold the notice of retirement for two-weeks upon receipt, after which the notice of intent to retire is irrevocable and will be acted upon by the Board of Education. In the event that the unit member rescinds his/her notice of retirement after two weeks of submission, except as noted in section C below, the unit member waives all rights to the Service Increment in the future.
 - B. Except as noted in section C. below, the unit member may change his/her 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 Retirement Systems. The unit member would be allowed to amend the retirement date to fall within the window of eligibility for the local or state retirement incentive.
 - C. With the recommendation of the Superintendent and approval of the Board of Education, a unit member may rescind their notice of retirement in the event the unit member experiences a significant 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 is final and is not precedent setting.
 - D. In addition, the notification requirement as outlined in section 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 retirement incentive sponsored by the New York State Retirement Systems.
 - 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. Pursuant to regulations established by the Internal Revenue Service, the service increment will be distributed within 30 days after their retirement date to retiring unit members as an employer paid 403b contribution. Retiring unit members will be invited to meet with a District representative prior to their retirement date to discuss the available options for the distribution. In the event alternate methods of distribution are desired by either party during the term of this agreement, the Association and District must agree to any changes.

- G. The following schedule will be used to determine the eligible unit member's service increment. For the purposes of this section, *per diem* shall mean 1/240th of the unit member's base salary on their last day of employment.

<u>Accumulated sick leave on the last day of employment</u>	<u>Amount per day</u>
186 to 240 days	10% of per diem plus \$30
160 to 185 days	8% of per diem plus \$29
140 to 159 days	5% of per diem plus \$28
120 to 139 days	1% of per diem plus \$25
Less than 120 days	\$25

2. The Superintendent of Schools, or their designee, may unilaterally engage in conversations and agreements with unit members regarding retirement and possible retirement incentives. This conversation will occur in collaboration with the Association president or their designee. Any agreements recommended by the Superintendent will require authorization by the Board of Education. The decision of the Board of Education is final.
- 3.

ARTICLE 21 -- HEALTH INSURANCE

1. Active unit members

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

A. Dental Insurance

The district shall be responsible for eighty-five (85) percent of the monthly premium for the district's dental plan; the employee shall be responsible for the remaining fifteen (15) percent.

B. Vision Insurance

The district shall be responsible for eighty-five (85) percent of the monthly premium for the district's vision plan; the employee shall be responsible for the remaining fifteen (15) percent.

C. Medical Insurance

1. The District's monthly monetary contribution for medical insurance will be equal to 85% of the monthly premium for Blue Point2 Value.
2. The unit member may apply the District's monetary contribution towards the premiums of any District offered Blue Cross/Blue Shield medical insurance plan.
3. Unit members who enroll in an H.M.O. or P.O.S. may not enroll in the district's major medical plan.

D. Opt-Out of Insurance Coverage

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:

1. The opt-out provision is voluntary and will be provided to active unit members. New unit members will be provided the opportunity at time of employment to participate in this benefit.
2. 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.
3. Unit members must submit proof that they have medical insurance coverage. Unit members may opt-out at any time. 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 health insurance carrier.
4. The opt-out benefit will be pro-rated for less than a full year.
5. 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
MPP w/ Major Medical	\$1,000	
H.M.O./P.O.S.	\$1,000	

E. Health Reimbursement and Flexible Spending Accounts

1. 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.
2. Effective January 2011, the district shall contribute \$1,250 to each unit member's Health Reimbursement Account, which can be used for health insurance premiums and flexible spending accounts.
3. Effective January 2012 and thereafter, the district shall annually contribute \$1,350 to each unit member's Health Reimbursement Account, which can be used for health insurance premiums and flexible spending accounts.

F. Surviving Spouse

In the event of the death of a unit member, the surviving spouse shall be eligible to continue to participate in the District's group health plans and will be responsible for paying the total premium plus two percent (consistent with the Federal COBRA Law). If the spouse remarries, he/she will no longer be eligible to participate in the plan.

2. New York State Retirement

- A. Unit members who have completed 15 years of full-time service in the district and retiring from the district, and have applied and are eligible for retirement benefits from

the New York State Retirement Systems at the time of retirement will be eligible for retiree health insurance.

The District will pay 100 percent of the premiums of Blue Point² Value (single or unit member/spouse), dental and/or vision plans for unit members hired as an administrator in the District prior to July 1, 1997, and unit members hired as an administrator in the District after July 1, 1997 and before July 1, 2006 who had already earned health insurance as a member of another district bargaining group at the time they were hired as an administrator. Unit members may apply the District's monthly monetary contribution to any available health insurance plan.

Unit members hired as an administrator in the District on or after July 1, 1997 shall be required to make a contribution towards medical (single or unit member/spouse coverage), dental and vision insurance(s) equal to the same percentage that he/she contributed as an active employee for the designated plans as of the date of his/her retirement. Unit members may apply the District's monthly monetary contribution to any available health insurance plan.

- B. Unit members who have not completed 15 years of full-time service in the district and are eligible to receive Social Security benefits, and retiring from the district, and have applied and are eligible for retirement benefits from the New York State Retirement Systems at the time of retirement will be eligible for retiree health insurance as follows:

14 years of completed service: The District's contribution for medical (single or unit member/spouse coverage), dental and vision insurance(s) will be reduced by 5 percent from the amount provided when active.

13 years of completed service: The District's contribution for medical (single or unit member/spouse coverage), dental and vision insurance(s) will be reduced by 10 percent from the amount provided when active.

12 years of completed service: The District's contribution for medical (single or unit member/spouse coverage), dental and vision insurance(s) will be reduced by 15 percent from the amount provided when active.

11 years of completed service: The District's contribution for medical (single or unit member/spouse coverage), dental and vision insurance(s) will be reduced by 20 percent from the amount provided when active.

10 years of completed service: The District's contribution for medical (single or unit member/spouse coverage), dental and vision insurance(s) will be reduced by 25 percent from the amount provided when active.

- C. Retired unit members owing money to the district for health insurance premiums will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill 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.

- D. At age 65, Medicare Part B will be the retiree's primary carrier for medical insurance and the District's contributions will be based on the monthly premium for Medicare Blue Choice. The percentage of District contribution will remain the same as prior to the unit member becoming Medicare eligible. Unit members may apply the District's monthly monetary contribution to any available health insurance plan. The language in this section applies to all retired unit members.
- E. Retired unit members who enroll in an H.M.O. or P.O.S. may not enroll in the district's major medical plan.
- F. In the event of the death of a retired unit member, the surviving spouse shall be eligible to continue to participate in the District's group health plans and will be responsible for paying the total premium plus two percent (consistent with the Federal COBRA Law). If the spouse remarries, he/she will no longer be eligible to participate in the plan.
- G. If the unit member's legal residence is outside the BluePoint2 service area (or Medicare Blue Choice service area when Medicare eligible), 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.

ARTICLE 22 -- INSURANCE AND ANNUITIES

- A. The District agrees to pay the premium for a group long-term disability insurance policy for each unit member.
- B. The District agrees to pay the annual premium for a group term life insurance policy that will provide a \$50,000 death benefit for each unit member.
- C. The District agrees to annually provide each unit member with \$1,000 in a deferred compensation plan. This employer paid 403b contribution will comply with all IRS rules and regulations.

ARTICLE 23 -- SALARY

- A. 2011-12 School Year

On July 1, 2011, each eligible unit member's 2010-11 base salary will be increased by 3.25%. In addition, \$250 will be added to the adjusted 2011-12 base salary.

- B. 2012-13 School Year

On July 1, 2012, each eligible unit member's 2011-12 base salary will be increased by 3.25%. In addition, \$250 will be added to the adjusted 2012-13 base salary.

- C. 2013-14 School Year

On July 1, 2013, each eligible unit member's 2012-13 base salary will be increased by 3.25%. In addition, \$250 will be added to the adjusted 2013-14 base salary.

D. New Unit Members

New unit members will receive their first salary adjustment after twelve (12) months of employment as an administrator in the District and a pro-rated salary adjustment at the time of the Association's next salary adjustment after their initial twelve (12) months of employment.

ARTICLE 24 -- DIRECT DEPOSIT

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

ARTICLE 25 -- PAYROLL DISTRIBUTION

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

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

ARTICLE 26 – CELL PHONES

Unit members wishing to use their District issued cell phone, if provided, will pay \$10 per month through payroll deduction for personal use of their District cell phone. Additional charges will apply for other services (e.g., texting; \$2.50 per month). The Superintendent, or their designee, may have a conversation with the unit president, or their designee, to monitor usage and address concerns.

The District cell phone is a piece of District property and may be recalled at any time. Further, the unit member's use of the cell phone and its contents may be reviewed at any time by the District.

Unit members may elect to agree to not use their District cell phones for personal use. These unit members will not be assessed the monthly fee but will be expected to reimburse the District for any personal usage.

ARTICLE 27 -- DURATION

SECTION 1.

The provisions of this agreement shall become effective as of July 1, 2011 and shall continue in full force and effect through and including June 30, 2014, and from year to

year thereafter unless either party gives written notice to the other party not later than approximately January

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 OR LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

APPROVED:

Dated the ___ day of _____, 2011.

FOR THE DISTRICT

FOR THE ASSOCIATION

Bonnie Seaburn
Superintendent of Schools

Ned Dale
President

Michael S. Crumb
Deputy Superintendent of Schools

Ty Zinkiewich
Vice President

APPENDIX A

VACATION DAYS IN LAST YEAR OF SERVICE

Years of Completed Service		
	0-9	10 or more
July 1 - 15	1	2
July 16 - 31	2	3
August 1 - 15	3	4
August 16 -31	4	5
Sept. 1 -15	5	6
Sept. 16 -30	6	7
Oct. 1 -15	7	8
Oct. 16 - 31	8	9
Nov. 1 -15	9	10
Nov. 16 - 30	10	11
Dec. 1 - 15	11	12
Dec. 16 - 31	12	13
Jan. 1 - 15	13	14
Jan. 16 - 31	14	15
Feb. 1 - 15	15	16
Feb. 16 - 29	16	17
Mar. 1 - 15	17	18
Mar. 16 - 31	17	19
Apr. 1 - 15	18	20
Apr. 16 - 30	18	21
May 1 - 15	19	22
May 16 - 31	19	23
June 1 - 15	20	24
June 16 - 30	20	25
<i>total days</i>	20	25