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Contract Database Metadata Elements

Title: **Jamesville-DeWitt Central School District and Jamesville-DeWitt Faculty Association (2013) (MOA)**

Employer Name: **Jamesville-DeWitt Central School District**

Union: **Jamesville-DeWitt Faculty Association**

Local:

Effective Date: **07/01/2013**

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

PERB ID Number: **8200**

Unit Size:

Number of Pages: **56**

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MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is dated June 5, 2013, is by and Between the Jamesville-DeWitt Faculty Association (Association) and the Jamesville-DeWitt Central School District (District).

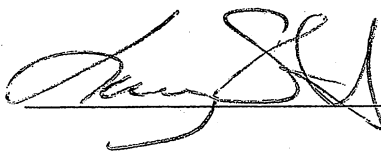
WHEREAS the aforementioned are parties to a collective bargaining agreement (Agreement) dated July 1, 2011 through June 30, 2013; and

WHEREAS the parties did meet for the purposes of collective negotiations;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Agreement shall be extended for 1 (one) year commencing on July 1, 2013 and expiring on June 30, 2014;
2. All bargaining unit members shall receive a 2 % (two) increase in base salary and
3. All Extracurricular/ Extended teaching, Coaching Salaries and Add-ons shall be increased by 2% over the current rates;
4. All other terms and conditions of the Agreement remain in effect;
5. A new Agreement will be printed to reflect these changes; and
6. Both parties shall ratify the terms of this Agreement.

For the Association: Dated:

 6/6/13

For the District:

Dated:

 6/6/13

**AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS
OF
THE JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
AND
THE JAMESVILLE-DEWITT FACULTY ASSOCIATION**

JULY 1, 2011 THROUGH JUNE 30, 2014

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ARTICLE I
APPLICATION FOR EXCELLENCE IN TEACHING AID

Pursuant to the action of the New York State Legislature providing Excellence in Teaching (EIT) aid for local school districts during the 1986-87 school year, the Jamesville DeWitt Central School District by approval resolution of the majority of its Board of Education members on September 22, 1986 will apply for Excellence in Teaching (EIT) aid.

ARTICLE II
AMOUNT OF EXCELLENCE IN TEACHING AID

The actual amount of monies available will be determined by the State of New York upon formal application by the District. The final amount determined by the State of New York will be available for distribution by the District.

The final amount of EIT aid, if different from the initial calculated amount, will be adjusted appropriately as per the agreement in Article III "D" below.

ARTICLE III
QUALIFICATION, CALCULATION AND DISTRIBUTION OF
EXCELLENCE IN TEACHING AID

- A) In order to qualify for EIT monies, the employee must be a teacher or teaching assistant member of the teachers' bargaining unit represented by the Jamesville-DeWitt Faculty Association.
- B) Calculation for distribution of EIT monies:
 - 1. Distribution of EIT funds shall be an equal distribution for all full-time teachers and teaching assistants.
 - 2. Monies distributed to part-time employees or to employees employed for a portion of the year shall be prorated.
- C) The actual distribution of the EIT monies shall be paid in one (1) separate check before April 30 of each year in which EIT monies are available.
- D) If the final amount of EIT monies is greater than the initial calculated amount, that difference will be divided as per B(1) and B(2) above, on the teacher's final paycheck in June of each year in which EIT monies are available.

- E) It is clearly understood and agreed that the amount of this extra salary compensation is the result of Excellence in Teaching aid. The amounts as previously determined in this specific agreement are separate and in addition to the previously negotiated and currently in force teachers' salary schedule or monetary compensations for the particular school year in which the EIT monies are available.

- F) For succeeding years in which the law provides EIT aid, the District shall apply for those monies and shall distribute those monies according to this agreement.

March 21, 1988
Board of Education

210. DURATION OF NEGOTIATED AGREEMENT (Negotiated 1978)
(Teachers and Teaching Assistants)
(Nurses 1988)

The District and the Faculty Association agree that it is in their best interests to resolve all negotiations before June 30 of the year in which the existing agreement expires. In the event negotiations are not concluded by that date, the District agrees to continue all the terms and conditions of employment that are mandatory subjects of bargaining, as required by law. If a new salary schedule has not been negotiated by the beginning of the new school year, all teachers entitled to step movement shall receive their increment.

210.01 LEGISLATIVE ACTION (Negotiated 1978) (Amended 1994)
(Teachers and Teaching Assistants)
(Nurses 1988)

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 therefore, shall not become effective until the appropriate legislative body has given approval.

211. BOARD OF EDUCATION POLICIES (Negotiated 2011)

A copy of all board policies shall be provided to the JDFA President. As new board policies are adopted, a copy shall be given to the JDFA president within one week of its adoption.

215. BARGAINING UNIT NOTIFICATION (Negotiated 1995)

The Superintendent shall give timely written notification to the Jamesville-DeWitt Faculty Association president as new unit members are employed. Such notice shall include the name, position title, work location, and salary of such individual.

216. NON-DISCRIMINATION CLAUSE (Negotiated 2008)

In accordance with the laws of the United States, the State of New York and the established policies and practices of the Board of Education and the JDFA, there shall be no discrimination against any teacher on the basis of race, religion, creed, color, age, sex, sexual orientation, national origin, marital status, disability, membership or participation in, or association with, the activities of the JDFA or other professional organizations, veteran status, past arrests or convictions except as allowed by law.

220. PAYROLL (1979-80) (Renegotiated 2001)
(Teachers and Teaching Assistants)
(Nurses 1988)

The Board of Education has authorized bi-weekly payrolls. Checks are distributed every other Friday.

Each employee has the option of having the amount received bi-weekly to be 1/26 or 1/21 of the total annual salary.

Those choosing the 1/26 of the total salary will receive 6/26 of their annual salary on the last payroll of the school year.

Hour and degree changes affecting salary should be submitted prior to August 21 for salary adjustments commencing in the first (1st) school year paycheck. Any salary adjustments during the school year shall be made the second (2nd) payday in March. All transcripts or proof of course completion shall be submitted no later than March 1.

Adjustments shall be retroactive to the time of course completion or the beginning of the school year, whichever is later.

Payment for extra duty assignments will be prorated over the period of the assignment.

Payroll savings plans through the credit union, savings bank deposits, savings bonds, and tax sheltered annuities are available for personnel who are interested.

Payroll deductions may be made for "Vote COPE" and/or "NYSUT Benefit Trust" as requested by teachers or teaching assistants (1988).

Payment for inservice hours shall be made once each year and included in the last paycheck.

221. CRITERIA FOR SALARY SCHEDULE PLACEMENT (Negotiated 1982-83)
(Teachers) (Renegotiated 2001)

1. Credit for courses completed and for previous teaching experience will be determined at the time of appointment. This will establish the step from which increments will be granted.
2. Upon employment by the District . . .
 - a) One (1) year will be given for each of the first (1st) three (3) years.
 - b) One half (1/2) year will be given for each additional year, up to a total of two (2) years credit.
 - c) The Board reserves the right to grant credit for additional previous teaching experience beyond this amount.
 - d) The Superintendent has the discretion to hire new teachers at Step 2.
 - e) These guidelines shall be made available to prospective teachers prior to hiring.
3. The hours above 75 are not automatic but must be approved by the Superintendent. Evidence must substantiate that coursework is graduate level in the discipline or field in which the teacher is certified and teaching.
4. The Board may hold any teacher at any step above Step Ten with the approval of the teacher or the Executive Council of the Faculty Association.

NOTE: The amount to be received by off-step teachers shall continue to be noted on the salary schedule.

222. DURATION OF AGREEMENT

This will be a two (2) year agreement effective July 1, 2011 through June 30, 2013.

222.A TEACHERS' SALARIES (Negotiated 1996) (Renegotiated 1998, 2001, 2008, 2011)

The following salary schedules shall be in effect for 2011-12 and 2012-13.

Occupational Therapists will be paid on the teacher salary schedule.

Steps	10-11 Salary	11-12 Salary	12-13 Salary	13-14 Salary
1	44500	44550	44600	44650
2	45119	45212	45174	45492
3	45676	45841	45845	46077
4	46123	46407	46483	46762
5	46755	46861	47057	47413
6	47366	47503	47517	47998
7	47731	48124	48168	48467
8	48098	48495	48798	49131
9	48464	48868	49174	49774
10	48831	49239	49552	50157
11	49196	49612	49929	50543
12	50955	49983	50307	50928
13	52852	51770	50683	51313
14	54434	53698	52495	51697
15	56376	55305	54449	53545
Off Step	4.20%	1.60%	1.40%	2%
Masters	900	900	900	918
Masters 2nd	900	900	900	918
Doctorate	1,175	1175	1175	1199
NBC	1,175	1175	1175	1199
CAS	925	925	925	944
Grad Hrs	110	115	115	117
Longevity 21	460	460	460	469
Longevity 26	460	460	460	469
Longevity 31	460	460	460	469

*National Board Certification (NBC) will be awarded when granted on a prorated basis.

Effective 1996-97, a second masters add on will be awarded under the following conditions:

1. The second masters must be relevant to present job assignment.
2. The coursework completed for the second masters must be in addition to coursework for the first masters.

In September 2011, those off step will receive an additional \$5.00 for every credit hour already earned. Those off step shall be compensated for newly acquired hours at the rate in effect for on-step teachers at the time the coursework is credited. Such amounts will be added to the teacher's salary.

Credit above 75 hours must be approved by the Superintendent.

222.B NURSES' SALARIES (Renegotiated 2008)

Steps	10-11 Salary	11-12 Salary	12-13 Salary	13-14 Salary
1	31,150	31185	31220	31255
2	31,583	31648	31622	31844
3	31,973	32089	32091	32254
4	32,286	32485	32538	32733
5	32,729	32803	32940	33189
6	33,156	33252	33262	33599
7	33,412	33687	33718	33927
8	33,669	33946	34158	34392
9	33,925	34207	34422	34841
10	34,182	34468	34686	35110
11	34,437	34729	34950	35380
12	35,669	34988	35215	35649
13	36,996	36239	35478	35919
14	38,104	37588	36747	36188
15	39,463	38713	38115	37482
Increase	4.20%	1.60%	1.40%	2%
Longevity 1 (year 9)	\$400	\$400	\$400	\$408

Stipend for nurses with a bachelor's degree or better will be \$725. This stipend will become part of the nurse's base salary when off- step.

The longevity stipends shall be awarded at the time the status is achieved. These stipends will become part of the nurse's base salary when off- step.

222.C TEACHING ASSISTANT SALARIES (Negotiated 1985-86) (Renegotiated 1995; 1998; 1999, 2001, 2005, 2008, 2011)

Starting Salaries for new hires:	<u>2011-2013</u>	<u>2013/2014</u>
	\$24,692	\$25,186
Additional Stipends as follows:		
Tenure	\$380	\$388
Associate's Degree	\$270	\$275
Bachelor's degree or better	\$550	\$561
Continuous and OT Asst. Certificate	\$660	\$673
Level II, III Certificate	\$990	\$1,010

Longevity 1 (year 5)	\$430	\$439
Longevity 2 (year 7)	\$430	\$439
Longevity 3 (year 9)	\$430	\$439
Longevity 4 (year 11)	\$430	\$439
Longevity 5 (year 13)	\$430	\$439
Longevity 6 (year 16)	\$430	\$439
Longevity 7 (year 18)	\$430	\$439
Longevity 8 (year 20)	\$430	\$439
Longevity 9 (year 22)	\$430	\$439
Building-level computer TA	\$1,100	\$1,122
TA with nurse license who utilizes the license for TA job	\$1,000	\$1,020
Interpretutors	\$6,250	\$6,375
District-level computer asst.	\$6,250	\$6,375

The above stipends shall be awarded at the time the status is achieved. Once granted, the stipends become part of the teaching assistant's total salary.

Continuing Employees will receive a 1.6% increase in 2011-12, and 1.4% increase in 2012-2013 on the previous year's total salary (base plus all stipends) in each year of the agreement.

222.D BUILDING COMPUTER TEACHING ASSISTANT ADDITIONAL WORKDAYS (Add)

Building computer teaching assistants will be granted a total of five extra workdays to be taken before and/or after the school year. Work will be assigned by a district-appointed supervisor, and the teaching assistant will volunteer for the work.

222.E TEACHERS ON SPECIAL ASSIGNMENT COMPENSATION

Teachers on twelve (12)-month special assignment will receive a stipend equal to 15% of their total salary. Teachers on eleven (11)-month special assignment will receive a stipend equal to 7.5% of their total salary.

222.F NURSES' ADDITIONAL WORKDAY (Negotiated 2001)

The school nurses shall be granted a total of five (5) extra workdays as needed to be taken before and/or after the school year as determined by and with the approval of the Director of Physical Education and Health.

222.G NATIONAL BOARD CERTIFICATION (Negotiated 2001)

Teachers working toward National Board Certification will be allowed a maximum reimbursement of \$2,000 for costs incurred. In addition, teachers working toward National Board Certification will be given credit for thirty (30) inservice credits per year.

222.H IN-SERVICE CREDIT (Negotiated 2001) (Renegotiated 2008)

1. Teachers taking approved in-service credit courses will receive a one-time payment for each hour of class attendance at the prevailing in-service rate of twenty-seven (\$27.00) per hour with a maximum of thirty (30) hours per year. The maximum hour limit shall not apply to any in-service training mandated by an outside agency (for example: SUPA, Project Lead the Way, Training for State Test Administration).

Nurses and Teaching Assistants shall be approved for district-sponsored in-service programs directly related to their job responsibilities. Nurses shall receive a one-time payment for each hour of class attendance of twenty dollars (\$20.00) in with a maximum of thirty (30) hours per year. Teaching Assistants shall receive a one-time payment for each hour of class attendance of seventeen dollars (\$17.00) per hour in with a maximum of thirty (30) hours per year.

The school district will reimburse the speech language-hearing professionals for their annual membership dues for the American Speech-Hearing-Language-Association (ASHA) or for the fees required for a New York State License as a Speech Language Pathologist which is renewed every three years. The employee must provide the district with proof of payment at the time such reimbursement is sought. The employee must maintain a current certificate of clinical competence (CCC) issued by ASHA or a current NYS License to receive reimbursement. Reimbursement is contingent on the employee signing the appropriate Medicaid forms required.

2. Payment for an in-service course will only be made if prior approval for the course was received from the Superintendent and the time spent at such program occurred outside the employee's normal work hours. The teacher must submit the in-service course hours for payment during the school year in which the in-service was taken.
3. To receive payment, the employee shall submit to the District a certification of attendance and/or satisfactory completion of the program. All in-service credit shall be submitted by June 1st on one form provided by the District. Payment shall be made once each year in the last paycheck of the year.

222.I MENTORING

Mentoring shall be conducted in accordance with the mentoring program described in the District Professional Development Plan. Any mentor who expends time beyond his/her regular workday or any day not normally scheduled as a workday shall be paid an hourly rate (based upon the current in-service rate) for each hour worked on such mentoring responsibilities. In addition, any person serving as a mentor shall receive an annual stipend of \$459 effective July 1, 2011.

222.01 FRINGE BENEFITS (Revised 2001)

A. (Teachers, Teaching Assistants and Nurses) (Revised 1994) (Revised 1998)

Retirement: - As per Retirement System

Social Security: Subject to change based upon Act of Congress and/or Secretary of Health and Human Services.

Insurance:

Health - Health insurance as described in Sections 222.03 and 222.04 is available for employees and dependents. The employee contributes 14% of the total premium as of 2009-2010.

Dental - Basic coverage is available for employees and dependents. Employee contributes 10% of total premium for individual coverage; 35% for family coverage. (See Sections 222.03 and 222.04.)

Disability - After 90 days of total disability, 60% of basic income if accumulated sick leave is exhausted - noncontributory. (See Section 222.02.) (Amended 1994)

The District will provide group insurance coverage at the same premium rate employer and employee contributions) as active employees for up to one year in the event a unit employee leaves the payroll due to long-term disability. After the one-year period is over, issues of continued coverage and cost will be governed by the collective bargaining agreement (e.g., Sections 222.01 and 222.03) and the law (e.g., COBRA). (Negotiated 1995)

Those employees who are receiving benefits under the Group Disability Insurance Plan shall be entitled to an unpaid leave of absence for the period of time that they are disabled up to a maximum of two (2) years. (Negotiated 1995)

Those employees whose employment relationship with the District is severed because of their disability and who fail to meet state requirements for disability retirement because of lack of years of teaching service may stay in the group insurance plan at their own cost.

Sick Leave Bank - (See Section 222.02).

Sick Leave - Fifteen (15) days per year for personal and/or family illness or family death.

For part-time teachers, sick days shall be available as follows: (1988)

of Sick Days

1/5 time	15 one-fifth days
2/5 time	15 two-fifth days
1/2 time	15 half days
3/5 time	15 three-fifth days
4/5 time	15 four-fifth days

Accumulative to 270 days (see Section 240.01B)

Personal - Three (3) days per year, non-allowable as an extension of a vacation. Principal should be notified at least one (1) week prior to date such leave is necessary. (See Section 230.)

For part-time teachers, personal days shall be available as follows: (1988)

<u>#</u>	<u>Personal Days</u>
3	1/5 days
3	2/5 days
3	1/2 days
3	3/5 days
3	4/5 days

In-Service Training - Teacher receives credit for hours toward salary increases even though Board pays the course cost. Effective 2002-2003, new staff training shall receive one-time payment only. (See Section 222.H)

Visiting Days - Teacher needs approval of Superintendent

Professional Days - Teacher needs approval of Superintendent (See Section 233).

Jury Duty - Teacher does not lose any teaching pay because of jury duty and may keep stipend paid by county (See Section 234).

Early Retirement Options - See Section 240

Local Retirement - See Section 240.01

B. EMPLOYEE ASSISTANCE PROGRAM:

The District shall provide, at no cost to the employee, an Employee Assistance Program (EAP) through which employees and their families may receive confidential assistance in evaluating and treating personal problems. Access to the EAP shall be by self-referral only. The operating procedures for the program shall be jointly determined and monitored by the Jamesville-DeWitt Faculty Association and employer representatives in accordance with the above noted principles.

The EAP shall become effective as soon as possible, but no later than January 1, 1991.

The District and the Jamesville-DeWitt Faculty Association have agreed to select the EAP provided by Onondaga Cortland Madison BOCES.

222.02 SICK LEAVE BANK AND DISABILITY INSURANCE (Negotiated 1982-83)
(Teachers and Teaching Assistants) (Revised 1990) (Nurses 1988)

Until such time as the Jamesville-DeWitt Faculty Association and the District agree to changes in the current (disability) insurance coverage, the following sick leave bank shall be utilized solely for the purpose of providing coverage which will bridge the gap between the use of sick days and the implementation of disability insurance.

The Sick Leave Bank Committee shall consist of two (2) Association representatives appointed by the Jamesville-DeWitt Faculty Association President and two (2) District representatives appointed by the Superintendent. The Committee shall provide the authorization forms for participation in the sick leave bank and shall monitor the activity of the sick leave bank.

To establish the sick leave bank, each bargaining unit employee who wishes to participate in the bank shall contribute at least two (2) days of his/her available sick leave to the bank using forms provided by the Sick Leave Bank Committee.

To draw from the sick leave bank, the employee must:

- a) Have made a contribution to the sick leave bank from his/her own available sick leave.
- b) Have utilized all current and accumulated sick leave entitlement available to him/her.
- c) Submit a request for use of the sick leave bank to Sick Leave Bank Committee.
- d) Provide such medical evidence as may be required to begin application for the District long-term disability benefit.
- e) Those who are granted days from the bank, but are not disabled for qualification under the disability policy, will pay back the bank in leave credits on a schedule established by the Sick Bank Committee.

The accumulated total of the sick leave bank shall be maintained through the combined efforts of the Association and the District:

- a) Days contributed to the sick leave bank by any member of the bank who later elects to discontinue his/her participation in the bank shall remain in the bank. Sick days will not be restored to the individual credit of the member.
- b) At such time as the total available days in the bank shall fall below ninety (90) days, the Sick Leave Bank Committee shall call upon its members to contribute additional days.
- c) Once each year, before October 15, the Sick Leave Bank committee may solicit new members for the bank from among the members of the bargaining unit who are not participants of the bank. Such new members shall be entitled to full privileges of the bank upon contributing at least two (2) sick leave days from their individual entitlement.

Teachers new to the District who commence employment after October 15 may join the bank within thirty (30) days of their employment by contributing two (2) days.

222.03 INSURANCE

(Teachers and Teaching Assistants)
(Nurses) (Revised 1998)

HEALTH INSURANCE (Negotiated 1988, 1998) (Revised 2001) (Revised 2011)

Jamesville-DeWitt Central School District will provide health insurance coverage to eligible bargaining unit members. The plan shall be Blue Cross/Blue Shield of Central New York Regionwide Classic Blue as provided through the Cooperative Health Insurance Fund of Central New York.

Psychiatric Outpatient: (Amended 1999)

Eighty (80%) percent of charges up to 100 visits per calendar year.

Alcohol/Drug Inpatient:

Covered in an approved facility - In-patient care limited to seven (7) weeks per confinement; fourteen (14) weeks per year.

Alcohol/Drug Outpatient:

Eighty (80%) percent of charges for twenty (20) visits per calendar year.

Premium (Revised 2001, 2008)

Employee contributions for the total health insurance premium shall be 14% beginning in 2009-10.

Death Benefit (Negotiated 1983)

In the event a teacher should die, the dependent(s) shall have the health coverage continued under the same premium sharing arrangement for a period of six (6) months. At the end of the six (6) month period, the dependents shall have the option of remaining in the group plan by paying one hundred (100%) percent of the premium.

Mail Order Prescription (Negotiated 1995)

Employees are eligible to participate in Prime Mail order prescription plan without subscribing to a prescription card. The district shall not be required to pay any administrative costs for this program.

Case Management Rider (Negotiated 2001)

Effective 4/1/02, a case management rider (CS ICM R 98) shall be added to the health insurance coverage.

Major Medical (Negotiated 2001; 2005)

Effective 4/1/02, the lifetime major medical maximum shall be increased from one million to two million dollars.

Effective January 1, 2006, the Major Medical Deductibles shall be:

Individual	\$100.00
Family	\$300.00

DENTAL INSURANCE (Negotiated 1986) (Amended 1988) (Renegotiated 2001, 2007)

The District shall provide a self-funded dental benefit program under the terms identified below:

The plan shall be administered by EBS Benefit Solutions – an Excellus company. Should the District or the Faculty Association wish to change the TPA or revert to the self-funded premium credit plan with Excellus, the parties will meet and, through consensus, determine what changes need to be made.

All laws and regulations that pertain to dental insurance shall be adhered to by the Third Party Administrator.

The District shall maintain sufficient funds in a dedicated account to pay all claims incurred under the dental benefit program.

The dental benefits provided shall be consistent with the BC/BS of CNY Prime Blue Schedule 31 Group Dental Plan and all associated riders in effect as of July 1, 2007, unless altered in a signed memorandum of agreement.

The parties anticipate that EBS will continue updating the Schedule 31 fee schedule. Should EBS discontinue updates, the parties will meet to mutually agree on how the fee schedule will be updated in the future.

The District will provide the Association President any changes to the allowable reimbursements as negotiated by Excellus with its participating dentists.

All bargaining unit employees shall be furnished with a copy of the group dental plan document.

The District will provide to the Association President all the supporting documentation necessary to make any changes in the premium equivalency rates. Such documentation shall include the TPA's recommendations, utilization records supporting the history of claims and any other information pertinent to the rate setting process. The District and Association President and/or two (2) Association representatives will meet prior to July 15 of each year to review documents and TPA recommendations to mutually establish, through consensus, the premium equivalency rates for the following year.

Representatives of the District and the Faculty Association will meet as necessary to adjudicate employee appeals and resolve any other issues which may develop in the course of administering the dental plan. It is understood that initially, all appeals must be made directly to the TPA as part of its administrative role. Appeals not resolved to the satisfaction of the claimant will be brought before the committee.

MALPRACTICE INSURANCE

(Nurses 1988) (1998, 2008)

The District shall reimburse each school nurse 100% of the cost of District-approved malpractice insurance.

HMO

The Jamesville-DeWitt School District will offer a Health Maintenance Organization (HMO) policy. The District will pay an amount equal to the dollar amount paid by the District for the individual/family Blue Cross/Blue Shield policy; however, this amount shall not exceed the total premium of the HMO. (1988)

VOLUNTARY FLEXIBLE SPENDING PLAN

The District shall establish a payroll reduction plan for bargaining unit employees pursuant to the Internal Revenue Service (IRS) Code (Sections 125 and 129). Should the administration of such plan be handled by an entity other than the employer, the third (3rd) party administrator shall be jointly selected by the Jamesville-DeWitt Faculty Association and the District. Such plan shall be made available to employees for dependent care and unreimbursed medical expenses. The Jamesville-DeWitt Faculty Association shall participate through its representative(s) in the plan management and shall jointly determine with the employer such matters as the distribution of the funds and plan use reporting procedures.

Group insurance premium portion made available as soon as possible, but no later than July 1, 1991. Dependent care and unreimbursed medical expenses account made available as soon as District has payroll system capability to handle such.

222.04 INSURANCE FOR PART-TIME EMPLOYEES (Negotiated 1983)

(Teachers & Teaching Assistants)
(Nurses 1988)

Insurance Eligibility

Those employees hired for at least half-time service are eligible for insurance coverage. Those employees, who are involuntarily reduced to less than half time, shall continue to receive insurance on the same premium-sharing basis.

223. CERTIFICATION REIMBURSEMENT (Negotiated 1985)
(Teaching Assistants)

The District shall reimburse the teaching assistant for the cost of permanent certification fees assessed by the State Education Department in those certification areas that the employee has been assigned to work.

224. EXTENDED TEACHING (Amended 1985, 1994, 1995, 2001, 2008)
(Teachers and Teaching Assistants)
(Nurses 1988)

A. Definitions:

In extended teaching duties, the professional staff member uses a field of his/her expertise in direct teaching or advising.

B. General Procedure:

1. All compensation for teachers (including compensation for extended teaching) must be arranged through the Faculty Association/School Board negotiations process.
2. If extended teaching activity occurs during school time which takes a teacher away from his/her regular teaching responsibilities, the sponsoring teacher should be paid.

C. Extended Teaching Compensation Schedule:

For the school years 2011-2012 and 2012-2013, these positions shall be paid as they were in 2010-2011. If someone is new to one of these positions, the pay shall be that of step 1.

Those moving from a fixed dollar to a percentage category shall be placed on step 1 (bachelors) of that category effective July 1, 2005.

A. 10%

Dept. chairs
Resource leaders
HS/MS library media
Guidance counselor
MS intramural director
HS musical production director

B. 7.5%

7/8 musical production director

C. 6.25%

Sr. class advisor
Political affairs club
Student council advisor
HS musical assistant
HS musical instrumental director
HS musical vocal director
(added in 2009-10)

D. 6%

Pool director
HS yearbook
HS yearbook business mgr.
HS newspaper

E. 5.5%

Elementary supervision
HS vocal performance group

F. 4.5%

Instrumental perf. group advisor
Jr. class advisor
National honor society advisor
HS science olympiad
MS science olympiad
5/6 musical director
7/8 musical instrumental director

G. 4%

MS yearbook
Key club advisor

H. 3%

International club
 Jr. class magazine sales advisor
 Freshmen class advisor
 Sophomore class advisor
 SADD advisor
 Drama club advisor
 Good time singers
 5/6 set production design
 7/8 set production design
 Mock trial advisor
 Math team
 Acceptance Coalition
 UMOJA club
 MS Jazz Ensemble
 Hole in the wall advisor

I. 1.75%

HS French club advisor
 HS Spanish club advisor
 HS Latin club advisor
 Outing club advisor
 Pep club advisor
 Audio-visual club advisor
 ECOS club advisor
 Bookstore advisor
 MS newspaper
 Student council 5/6
 MS student council 7/8
 MS school problem-solving 5/6
 MS school problem-solving 7/8
 MS school spirit 5/6
 MS school spirit 7/8
 MS community service/builders club 5/6
 MS community service/builders club 7/8
 French honor society advisor
 Spanish honor society advisor
 MS Math Team

Resource leaders and middle school department chairmen have available one (1) day a month of release time for departmental responsibilities. Additional days may be granted upon request.

Department chairmen and resource leaders shall, as part of their duties, be scheduled to work a total of seven (7) days in addition to the approved school calendar. The scheduling of these days shall be mutually determined by the building principal and the employee. (1988)

Guidance counselors shall work 20 days more than the teacher work year bringing their work year to 11 months. Seven of these days will be compensated as part of the guidance counselor extended teaching stipend. The additional 13 days will be compensated at the per diem rate of 1/200th of contract salary. The scheduling of these days shall be mutually determined by the building principal and the counselor.

	2011-13	2013-14
Advisors for all-state area festivals and All-county music festival	\$124/event	\$126/event
Elementary library - summer	\$1,098/week	\$1,120/week
Homebound teacher	\$38/hour	\$39/hour
Pep band director	\$96/event	\$98/event
Stage band	\$96/event	\$98/event
Pre-kindergarten testing	\$962/week	\$981/week
Adult education teacher-academic	\$50/hour	\$51/hour

Adult education teacher-vocational	\$50/hour	\$51/hour
Summer teaching (6-hour day)	1/200 th /diem	
Before/after school academic support (Teachers)	\$41/hour	\$42/hour
Before/after school academic support. (Teaching assistant)	\$22/hour	\$22/hour

D. ATHLETIC COACHING SALARY SCHEDULE

Class A	Class B	Class C	Class D	Class E
Varsity 13%	Varsity 10%	Varsity 8%	Varsity 6%	Modified 6%
Varsity Asst. 9%	Varsity Asst. 7%	Varsity Asst. 6%	Jr. Varsity 4%	basketball
Jr. Varsity 9%	Jr. Varsity 7%	Jr. Varsity 6%	Modified 3%	soccer
Assistant 8%	soccer	Modified 5%	golf	track
Modified 8%	wrestling	x-country	bowling	swimming
football	track	tennis	archery	
basketball (not modified)	swimming	cheerleading	diving	volleyball
lacrosse	gymnastics	volleyball (not modified)		wrestling
	softball			gymnastics
	baseball			softball
	indoor track			baseball

When an athletic season is extended two (2) or three (3) days beyond the regular season because of section and/or state competition, the coach shall earn 50% of the average seasonal weekly salary. If the season is extended four (4), five (5), or six (6) days, the coach shall earn 100% of the average seasonal weekly salary. This formula shall apply to each week that the season is extended up to a maximum of three (3) weeks.

The number of coaches needed in the extended season shall be determined by the athletic director and the varsity coach of the sport. (1998)

Jamesville-DeWitt Coaches' Salary Schedule

For the school years 2011-2012 and 2012-2013, these positions shall be paid as they were in 2010-2011. If someone is new to one of these positions, the pay shall be that of step 1.

Coaches Salary 2013-2014

Step	13%	10%	9%	8%	7%	6%	5%	4%	3%
1	\$5,805	\$4,465	\$4,019	\$3,572	\$3,126	\$2,679	\$2,233	\$1,786	\$1,340
2	\$5,914	\$4,549	\$4,094	\$3,639	\$3,184	\$2,730	\$2,275	\$1,820	\$1,365
3	\$5,981	\$4,601	\$4,141	\$3,681	\$3,220	\$2,760	\$2,300	\$1,840	\$1,380
4	\$6,079	\$4,676	\$4,209	\$3,741	\$3,273	\$2,806	\$2,338	\$1,870	\$1,403
5	\$6,164	\$4,741	\$4,267	\$3,793	\$3,319	\$2,845	\$2,371	\$1,897	\$1,422
6	\$6,240	\$4,800	\$4,320	\$3,840	\$3,360	\$2,880	\$2,400	\$1,920	\$1,440
7	\$6,301	\$4,847	\$4,362	\$3,877	\$3,393	\$2,908	\$2,423	\$1,939	\$1,454
8	\$6,387	\$4,913	\$4,422	\$3,930	\$3,439	\$2,948	\$2,457	\$1,965	\$1,474
9	\$6,471	\$4,977	\$4,480	\$3,982	\$3,484	\$2,986	\$2,489	\$1,991	\$1,493
10	\$6,520	\$5,016	\$4,514	\$4,013	\$3,511	\$3,009	\$2,508	\$2,006	\$1,505
11	\$6,571	\$5,054	\$4,549	\$4,043	\$3,538	\$3,033	\$2,527	\$2,022	\$1,516
12	\$6,621	\$5,093	\$4,584	\$4,074	\$3,565	\$3,056	\$2,546	\$2,037	\$1,528
13	\$6,671	\$5,131	\$4,618	\$4,105	\$3,592	\$3,079	\$2,566	\$2,053	\$1,539
14	\$6,721	\$5,170	\$4,653	\$4,136	\$3,619	\$3,102	\$2,585	\$2,068	\$1,551
15	\$6,961	\$5,355	\$4,819	\$4,284	\$3,748	\$3,213	\$2,677	\$2,142	\$1,606

E. (Renegotiated 1988)

An intramural sport season shall be defined as eight (8) weeks in length, meeting five (5) days per week. The salary will be three (3%) percent of Column 1, Step 1. Variations to this pay plan will be as follows:

Four (4) days per week - 4/5
Three (3) days per week - 3/5
Two (2) days per week - 2/5
One (1) day per week - 1/5

225. MILEAGE (Negotiated 1981)
(Teachers and Teaching Assistants)
(Nurses 1988)

All teachers who are required to travel by personal vehicle, other than from school to home and home to school, in connection with their duties will be paid for mileage at the established federal rate. Applications are subject to the approval of the Superintendent.

226. EXTRA DUTY (Negotiated 1981) (Amended 1994)
(Teachers and Teaching Assistants)
(Nurses 1988)

A. Definition:

In extra duty functions, the professional staff member performs in a supervisory rather than a teaching capacity. If a position includes both extended teaching and extra duty, percentage of time determines placement.

B. General procedure:

1. All compensations for teachers (including compensation for extra duty responsibilities) must be arranged through the Faculty Association/School Board negotiations process.
2. If an approved extra duty activity occurs during school time which takes the teacher away from his/her regular teaching responsibilities, the sponsoring teacher should be paid.
3. Cafeteria supervision - high school only
(Negotiated 1995) (Renegotiated 1998)

The high school cafeteria duty will be opened to teachers on a voluntary basis. This will be their regularly assigned duty and will also be compensated at an established rate. A volunteer staff member may also sell his/her lunch period in order to perform the duty. If a sufficient number of volunteers are not acquired, the duty will then be assigned on a non-voluntary basis by the building

administrator. Whenever possible, this staff member will hold the duty for a period of one year and shall be exempt from the duty for the following year.

4. Bus supervision (Negotiated 1995)

If there are an insufficient number of teacher and teaching assistant volunteers, each month all those teachers and teaching assistants who are not on a specific assignment with a class or an individually assigned student in the care of a TA, such available staff shall be rotated in the assignment for one month. Such “conscripted volunteer” shall be paid per extra duty compensation schedule below per person per month for such services.

C. Extra Duty Compensation Schedule:

	2011-13	2013-14
Interclass activity treasurer	\$2,359	\$2,406
High school purchasing control	\$1,072/year	\$1,093/year
Director of adult education	\$1,072/year	\$1,093/year
Timers and scorekeepers for basketball and football	\$64/event	\$65/event
Timers and scorekeepers for soccer, lacrosse, wrestling	\$54/event	\$55/event
Supervision for athletic events	\$64/event	\$65/event
Ticket sellers and ticket takers at athletic events	\$54/event	\$55/event
Filming athletic events (football only)	\$54/event	\$55/event
Building and grounds supervision	\$10.73/hour	\$11/hour
Textbook control	\$1,072/bldg/yr	\$1,093/bldg/yr
Elementary bus supervisor (Principal and staff to determine need)	\$898/year	\$916/year
Middle school bus supervisor (limit 2)	\$898/person/yr	\$916/person/yr
Saturday morning detention (per ½ day)	\$75	\$77
Cafeteria supervisor (high and middle schools)	\$1,285/year	\$1,311/year
Chaperones*	\$54/event	\$55/event

*Overnight events are equivalent to two events.

228. FEDERAL CREDIT UNION (Revised July 1981)
(Teachers and Teaching Assistants)
(Nurses 1988)

District employees are served by the School Employees of Central New York Federal Credit Union.

Information about membership, payroll savings, and loans can be obtained at the District Office or by telephone to the Credit Union office. Also available are group, homeowners, and automobile insurance; new car loans, and other financial services.

229. TEACHER WORKDAY (Negotiated 1985) (Renegotiated 1988) (Revised 2001)
(Teachers) (Nurses 1988; Renegotiated 1998)

- A. For full-time teachers, the workday, inclusive of all student help sessions, shall not exceed seven (7) hours and twenty (20) minutes for middle school and high school teachers, and seven (7) hours and fifteen (15) minutes for elementary teachers.

For part-time teachers, the workday, inclusive of all student help sessions shall not exceed the following times:

- 1/5 teacher - one hour and thirty minutes
- 2/5 teacher - two hours and forty-five minutes
- 1/2 teacher - three hours and thirty minutes
- 3/5 teacher - four hours
- 4/5 teacher - five hours and thirty minutes

- B. Elementary teachers shall not be given a regular assignment of more than five and one-half (5 ½) hours of daily average student contact time for instruction and supervision.

For part-time elementary teachers, the maximum regular assignment of daily average student contact time for instruction and supervision shall not exceed the following:

- 1/5 teacher - one hour
- 2/5 teacher - two hours
- 1/2 teacher - two hours and thirty minutes
- 3/5 teacher - three hours
- 4/5 teacher - four hours

- C. Teachers in grades 6-12 shall not be given a regular assignment of more than five (5) instructional periods and one (1) duty period. A laboratory period shall be considered an instructional period.

Part-time teachers in grades 6-12 shall not be given a regular assignment which exceeds the following:

- 1/5 teacher - one instructional period
- 2/5 teacher - two instructional periods
- 1/2 teacher - two instructional periods and one duty period
- 3/5 teacher - three instructional periods and one duty period
- 4/5 teacher - four instructional periods and one duty period

A laboratory period shall be considered an instructional period.

Special education teachers and middle school remedial lab teachers will have six (6) classes and no other duties.

Teachers of Regents chemistry courses may be assigned a sixth (6th) instructional period on some days during the week in order to provide the large group instructional component of the program. Teachers of Regents biology may also be assigned a sixth (6th) instructional period on some days during the week in order to instruct the laboratory section(s) of their course(s). When such sixth (6th) instructional assignments are made, the teacher shall be relieved of any duty assignment for that period of time.

- D. A sixth (6th) class may be assigned in lieu of a duty only if the following conditions have been met:
1. The position has been posted and advertised.
 2. No qualified teacher can be hired.
 3. Every effort has been made to seek a volunteer to accept the sixth (6th) class.
 4. If no volunteer can be found, the Superintendent (or his/her designee) shall meet with the building principal, the department chairman, and the faculty association president (or his/her designee) to determine which of the following alternatives is most appropriate:
 - a) To drop the course
 - b) To reassign the students among other classes
 - c) To assign a teacher to take a sixth (6th) class
 5. If a sixth (6th) class is assigned, the assignment will be for the length of the course (quarter, semester, or year) only. The District will advertise the position for the next beginning period (quarter, semester, or year) in its search for a qualified replacement.
- E. The regular assignment for a middle school department chairman shall be five (5) instructional periods and no duty period.
- F. The regular assignment for a high school department chairman shall be four (4) instructional periods.
- G. At such time as a block schedule school day is implemented, there shall be four blocks and a lunch during which a teacher in grades 9-12 shall not have more than five (5) teaching assignments and one duty assignment over a two consecutive day period. Each day shall include no more than three contact blocks and shall include a duty-free lunch and a duty-free prep block.

A contact block consists of instruction and/or duty assignment.

A block shall consist of no more than approximately two double periods.

Part-time teachers in grades 9-12 shall not have a schedule which exceeds the following:

- 1/5 teacher - one block every two days
- 2/5 teacher - two blocks every two days
- 1/2 teacher - two class blocks, one duty block over two days
- 3/5 teacher - three class blocks and one duty block over two days, divided into two blocks per day
- 4/5 teacher - four class blocks and one duty block over two days, divided into one three-block day and one two-block day per two-day cycle

Special education teachers shall have a duty-free lunch each day and one duty-free planning block each day. There shall be no duty assignments, and the remainder of the day shall be devoted to resource room student instruction and its related activities.

A sixth class may be assigned under the same conditions as described in paragraph D.

The regular assignment for a department chair shall be four instructional blocks over a two-day period.

Science teachers shall have a duty-free lunch each day, a duty-free planning block each day, and the remainder of the block schedule must be rotated among class, duty assignment, and lab periods.

Itinerate teachers shall have no duties, a duty-free lunch each day, and a minimum of thirty (30) minutes travel time between buildings.

- H. Occupational, Physical, and Speech Therapists shall have a duty-free lunch each day and one duty-free period (41 minutes) each day. There shall be no duty assignments, and the remainder of the day shall be devoted to instruction and its related activities. Student daily contact time shall not exceed five hours and thirty minutes.

229.01 TEACHING ASSISTANT WORKDAY (Negotiated 1985) (Amended 2001)
(Teaching Assistants)

1. A full-time teaching assistant shall work at least thirty-two (32) hours weekly. A half-time (1/2) teaching assistant shall work at least sixteen (16) hours weekly.
2. Each teaching assistant working twenty (20) hours or more will receive one half (1/2) hour for lunch during the regular school day. This time shall be exclusively for use of the individual teaching assistant.
3. A full-time teaching assistant will receive thirty (30) minutes daily of duty-free break time. This time will be exclusively for the use of the individual teaching assistant.

229.02 NURSES' WORKDAY (Negotiated 1998)

Nurses shall have a thirty (30)-minute duty-free lunch and thirty (30) minutes of duty-free break time. They will be available for consultation on an emergency basis.

230. TEACHER ABSENCE (Negotiated 1977; amended 1988, 1998; 2001)
(Teacher and Teaching Assistants)
(Nurses 1988)

A. Sick Leave:

Faculty members are allowed fifteen (15) school days per year for personal illness or family illness and/or death in the family without loss of pay.

This leave is cumulative to two hundred seventy (270) days.

B. Personal Days: (Amended 1995)

Teachers are allowed three (3) personal days each school year. Although no reason need be given for the use of these days, it is understood that a personal day is to be used for the conduct of personal business which cannot be transacted at another time. If unused, these days shall be converted to sick days and accumulated in the sick leave category. Teachers should notify their principal of their need for such leave as soon as possible and normally at least one (1) week prior to the date such leave is necessary.

Personal days may be taken as half or whole days. In the event a personal day is needed as a half day, the employee is to provide the employer with the reason for the use of the half day. Approval must be obtained from the building administrator.

Personal days may not be taken the day before or the day after a vacation or holiday for the purpose of extending a vacation or holiday. In the event a personal day is needed at such time, the employee is to provide the employer with the reason for the use of the personal day at that time. Approval must be obtained from the building administrator.

C. Leave of Absence (Amended 1995)

Leaves of absence without pay may be granted to instructional staff members by the Board of Education. The application for such leaves should be made to the Superintendent. All leave applications should include the reason(s) for the leave and the expected dates of departure and return to work. Each application will be considered on the basis of the potential benefit to the applicant and District.

1. The beginning and ending dates of approved leaves of absence without pay shall coincide with the beginning and ending dates of semesters in the school year whenever possible.
2. A unit employee on an approved unpaid leave of absence shall be eligible to participate in any insurance programs of the district if s/he pays the full monthly premium in advance or a monthly basis except as otherwise provided under the Family and Medical Leave Act (FMLA) and as provided in the collective bargaining agreement for employees on disability.

An employee on FMLA leave shall be entitled to a continuation of benefits on the same basis as if s/he were actively employed for up to twelve weeks (60 work days) per year (July 1-June 30).

Following the Board's action regarding each request, the staff member shall be notified in writing of the decision. Should the application be denied, the Board's reply shall include the reason(s) for the denial.

D. Extended Sick Leave:

When accumulated sick leave is exhausted, an extension of such leave may be granted by the Superintendent. Requests for sick leave extension will be sent to the Superintendent and include an explanation of the nature of illness and an estimate of number of additional days needed. A physician's recommendation or statement may also be required.

Sick leave may be extended by the Superintendent when the nature and/or circumstances of the illness are such that the individual is unable to submit the request in the manner required above.

E. Parental Leave (revised 1988)

Employees who use sick leave for their period of childbirth disability and/or the unpaid FMLA leave time at the time of childbirth and no other additional unpaid leave time do not fall under the provisions of this section. Only those employees who wish to use extended unpaid leave must comply with the requirements of Section E. However, those employees using only sick days and/or FMLA should give the District as much notice as possible of their dates of absence, at least thirty (30) calendar days when the leave is foreseeable.

1. A leave of absence without pay shall be granted, upon request, to a teacher by the Board, upon the recommendation of the Superintendent, for the purpose of childbearing and/or child rearing, for a period not to exceed two (2) years. The time necessary to comply with the requirement of concluding the leave at the end of the school year shall not be counted against the two-year maximum. For example, a teacher who leaves her employment in December 2005 shall be entitled to a leave which concludes at the end of the 05-06 school year, the 06-07 school year, or the 07-08 school year.
2. A teacher shall give reasonable notice to the District, in writing, that such leave is requested.
 - a) Thirty (30) days advance notice, whenever possible, shall be considered reasonable notice in the event of adoption. The commencement date of the leave is to be immediately following notification of placement by the adoption agency.
 - b) Four (4) months' advance notice, whenever possible, shall be considered reasonable notice in the event of pregnancy, with the commencement

date of the leave to be determined by mutual agreement of the teacher and her physician.

3. The use of accumulated sick leave for disability related to pregnancy, as certified in writing by a physician, shall be granted to every pregnant teacher for the purpose of reducing unpaid leave.
4. The expiration of a parental leave shall coincide with the conclusion of a school year. In the event a position for which the teacher is certified is available, the return date will be revised by mutual agreement between the teacher and the Superintendent or his/her designee.
5. The teacher shall designate a date of return to service upon request for parental leave. Should the teacher wish to change the designated date of return, the request must be submitted to the Superintendent by April 1.
6. During the unpaid portion of the leave not covered by FMLA, the employee shall only be eligible to participate in any insurance programs of the District, including disability insurance and those in Section 222.03 of this agreement, if (s)he pays the full monthly premium in advance on a monthly basis.

F. Adoption Leave (Negotiated 1998) (Revised 2008)

Teachers shall be granted 25 days of paid leave upon the legal adoption of a child. Such leave will be deducted from the unit member's accumulated sick leave.

230.1 ABSENCE FOR RELIGIOUS OBSERVANCE (Negotiated 1974)
(Teachers and Teaching Assistants) (Nurses 1988)

It is agreed that teachers will be allowed two (2) days for the observance of holy days which occur while school is in session. If more than two (2) such holy days are to be observed in one (1) school year, then personal days may be used.

231. NOTIFICATION OF ABSENCE (Reviewed August 1981)
(Teachers and Teaching Assistants) (Nurses 1988)

Each teacher who expects to be absent from duty should notify the principal or his/her special representative as early as possible so that time may be available for calling a substitute.

Absent teachers must report to the principal's office before the end of the day preceding return so that the substitute teacher may be informed that his/her services will not be needed at the next session. This report may be made by telephone.

232. SUBSTITUTE TEACHERS (Negotiated 1981)
(Teachers and Teaching Assistants)

Daily Substitute:

A daily substitute is employed on a daily basis at the rate set by the Board of Education (includes nurses, 1988).

Long-term Substitute: (for extended absence) (Revised 2008)

An extended absence is considered to be a minimum of ten (10) teaching days. The substitute will be paid 1/200th of the bachelors step as soon as the absent teacher notifies the District of the extended absence or on the eleventh (11th) consecutive teaching day, whichever comes first. If the absence is for a semester or more, the long-term substitute will be placed in the teaching schedule in accordance with Section 221.

Prior to filling a temporary TA position the Superintendent will discuss with the Association President the parameters of the assignment and its expected duration.

Teaching Assistant substitutes will be paid 1/200th of the TA base pay in accordance with Section 222.C, as soon as the absent TA notifies the District of the extended absence or on the eleventh (11th) consecutive instructional day, whichever comes first. If the absence is for a semester or more, the long-term substitute TA will receive all compensation to which they are entitled under Section 222. C.

Regular Substitute:

A regular substitute is employed to replace someone on a Board-appointed leave of absence of someone absent for at least one (1) semester, at a rate to be determined by the appropriate placement on the instructional salary schedule. It is understood that the regular substitute will be terminated if the absent teacher gives notice of his/her desire or eligibility to return. Such notice should be given at least two (2) weeks prior to the desired return date (includes nurses, 1988).

232.01 TEACHING ASSISTANTS AS DAILY SUBSTITUTES (Negotiated 1990)
(Renegotiated 1994) (Teaching Assistants) (Revised 2008)

In the event of the absence of a teacher to which a teaching assistant is assigned, the District will offer the assistant the opportunity to serve as the substitute teacher. Should the teaching assistant agree to serve as the substitute teacher, the assistant will be paid forty dollars (\$40) per day above the regular teaching assistant's salary for each day of substitute service. In the event that half day's service is necessary, the teaching assistant will be paid an additional twenty dollars (\$20).

233. ATTENDANCE AT PROFESSIONAL MEETINGS
(Negotiated) (BEPH Section 403) (Nurses 1988) (Revised 1998)
(Teaching Assistants 1998)

In order to improve the educational program and the capabilities of teachers, attendance at professional meetings is encouraged.

Funds will be provided by the District for the purpose of reimbursing. Such expenses include registration, fees, room charges, travel costs, and meals.

Everyone who attends a professional meeting will submit a written conference report to his/her building principal, Teaching Center Director, and the Superintendent of Schools.

234. JURY DUTY (Amended 1983)
(Teachers and Teaching Assistants) (Nurses 1988)

The Board of Education believes that it is the responsibility of every citizen to serve on jury duty when called upon to do so under regular processes of jury selection.

All District personnel called to serve on jury duty under the regular process of law may serve with no loss in pay from the District.

A teacher who is selected for jury duty should notify his/her building principal who will in turn notify the District Office regarding the dates of absence.

235. LEAVING SCHOOL PRIOR TO JUNE CLOSING
(Negotiated) (Teachers)

With the cooperation of the Faculty Association and the administrative staff, the following policy concerning teachers leaving for summer school or conference prior to the closing of school in June has been adopted.

- A. Teachers are encouraged to apply for professional summer programs. The District will cooperate as far as possible, taking those steps necessary to protect the classroom rights of students.
- B. Individual teachers accepted in summer programs should accept the following responsibilities:
 - 1. Have all marks totaled except final exams and/or Regents grades.
 - 2. Complete all other duties as fully as possible.
 - 3. Because of the amount of work demanded of all teachers at the close of the school year, no staff member should be burdened with additional duties for fellow teachers without adequate compensation. Therefore, school principals shall engage substitutes or other qualified personnel as needed to cover any responsibility that would normally be incurred by the teacher on leave, including marking papers, recording marks, and other end-of-the-year bookkeeping. The cost shall be paid by the leave recipient through payroll deduction. The staff

member requesting leave to attend summer sessions would then receive any part of his or her salary not needed to cover these financial obligations.

Persons contemplating this type of leave should have approval from the building principal before submitting his/her acceptance to the session sponsor.

236. SABBATICAL LEAVE (Negotiated)
(Teachers)

In order to improve the quality of education in the District, any member of the professional staff may apply for sabbatical leave. Sabbatical leaves may be granted for the following purposes:

A. Formal Study:

Applicants must describe the program of study to be undertaken, the objectives sought, and the methods to be used in attaining such objectives.

B. Independent Study:

Independent study and research - preferably under the auspices of recognized institutions, foundation, or agencies - may be considered under the same conditions that govern formal study applications.

C. Educational Experiences:

Unique educational experiences such as membership in the Peace Corps, serving as consultant for an educational institution or foreign country, and so forth may be sufficient basis for applying for a sabbatical leave.

D. Travel:

Planned educational travel will be regarded as a basis for sabbatical leave if it results in a significant contribution to professional growth by exposing the participant to new people, cultures, environments, and experiences.

Sabbatical leaves may be granted for a period of either one (1) year or one (1) semester to professional staff members who have worked for the school system for seven (7) years or for seven (7) years since their last sabbatical leave. In the event that the absence will be for a period longer than one (1) year (for example, the Peace Corps), longer leaves of absence may be granted.

Recipients of sabbatical leaves will receive half pay for one (1) year leave or half pay for a one (1) semester leave. While on sabbatical leave, there will be no forfeiture of retirement benefits, health insurance protection, tenure status, and normal benefits accorded other members of the professional staff. A person on sabbatical will advance one (1) step on the salary schedule as if (s)he were teaching.

Formal applications for a sabbatical leave shall be given to the building principal and to the Superintendent for their consideration, suggestion, and approval. The Board of Education will

make the final decision upon applications. Applications should contain the purpose for the leave, outline the major work areas, discuss how the leave will benefit the school system as well as the recipient, and the suggested dates for commencing and terminating the leave.

Applications should be submitted no later than the beginning of the semester prior to the suggested inauguration of the leave. Late applications may be submitted upon approval of the Superintendent. Decisions will be made within forty-five (45) days.

Recipients will be selected on the following basis: service seniority of applicants, the probable value of the leave to the school system and the recipient, the amount of administrative confusion caused by securing replacement, and the equitable selection of applicants from all levels of teaching and administrative responsibility.

The number of leaves granted shall not at any time exceed one (1%) percent of the total professional staff.

Recipients of sabbatical leaves shall submit in writing interim progress reports on December 1 and/or May 1 to their building principal and the Superintendent. A final report shall be submitted within thirty (30) days of the termination of the leave.

The recipients of a leave must agree in writing to remain in the Jamesville-DeWitt School District for a period of two (2) years following the termination of the leave. If (s)he voluntarily submits a resignation, effective before the expiration of the two (2) year period, (s)he shall be obligated to repay the portion of the stipend proportionate to the unexpired portion of the two (2) year period.

Special limitations or conditions:

No recipient shall engage in study or training for a profession other than education.

No sabbatical leave which appears to have as its sole or main purpose the completion of work for a master's degree or the attainment of requirements for renewal of state certification will be granted.

In the event that a sabbatical leave is combined with the appointment of an assistantship, fellowship or other form of financial remuneration, adjustment of the stipend may be recommended by the Superintendent so that the recipient's total income would not exceed his/her normal salary if (s)he had been teaching full time.

240. RETIREMENT (Negotiated 1978) (Amended 1988)
(Amended 1990) (Amended 1994; 1998; 2001)

A) Early Retirement Option

Eligibility requirements:

Any teacher of the Jamesville-DeWitt Central School District who meets all of the following eligibility requirements shall be entitled to the early retirement incentive (ERI) payments set forth below:

1. At the time of the request for the ERI, the teacher must have completed at least ten (10) years of full-time service at Jamesville-DeWitt for unit members hired prior to July 1, 2008; fifteen (15) years of full-time service at Jamesville-DeWitt for unit members hired on or after July 1, 2008.
2. The teacher must submit a letter of request for the ERI and a letter of resignation on or before the February 1st of the teacher's final school year. In the event of disability, the February 1st date shall be waived, but all other eligibility criteria must be met.
3. The teacher must leave Jamesville-DeWitt service at the conclusion of the school year following the February 1st notification. In cases of disability, the teacher may leave service at times other than at the conclusion of the school year.
4. On or before the first day of the next teacher work year following the February 1st notification, the teacher must have attained fifty-five (55) years of age which makes the teacher eligible for a retirement stipend under the provisions of the New York State Teachers' Retirement System. At the time of retirement, the teacher must have accrued enough service credit in the New York State Retirement System to make him/her eligible for service retirement without penalty reduction.

For example:

- a. A Tier I New York State Teachers' Retirement System teacher would qualify for this contract benefit at such time as s/he is age fifty-five (55) or fifty-six (56) with twenty (20) years of credited service or at an earlier age if the teacher has thirty-five (35) years of service credit.
 - b. Tiers 2, 3, and 4 New York State Teachers' Retirement System teachers must have thirty (30) years of credited service if retirement occurs before age sixty-two (62). Minimum age of stipend eligibility is fifty-five (55). Thus, a teacher with thirty (30) years credited service age fifty-three (53) would be eligible for the contract benefit at age fifty-five (55) or fifty-six (56) but only later if s/he had not yet achieved thirty (30) years of service at those ages.
5. If the teacher reaches the age of eligibility between the first day of the teacher work year and the beginning of the next teacher work year, the teacher can retire following the completion of the current teacher work year at fifty percent (50%). If the teacher retires at the end of the following year (second year of eligibility), the teacher can retire following the completion of the teacher work year at thirty percent (30%).

B. Payments:

1. If the above requirements are met, and the teacher retires in the first (1st) year of eligibility, the teacher is entitled to fifty percent (50%) of his/her final year's salary.
2. If the above requirements are met, and the teacher retires in the second (2nd) year of eligibility, the teacher is entitled to thirty percent (30%) of his/her final year's salary.
3. Salary means the total salary including, when applicable, all add-ons such as masters, tenure, etc.
4. The dollar amount established by the above-noted formula shall be contributed by the employer on behalf of the teacher as a one-time non-elective employer contribution to an Association selected tax deferred annuity program able to accept employer contributions under Internal Revenue Code Section 403(b). Such contributions shall be made in July following retirement.

In the event the amount contributed by the employer on behalf of the employee should exceed the maximum exclusion allowance under the IRS rules, the monies above such amount shall be remitted to the employee as a cash payment for those retirees whose membership date with the New York State Teachers Retirement System is prior to June 17, 1971.

If a teacher has a NYSTRS membership date subsequent to June 16, 1971, the employer will remit any excess over the limit in January of the year following retirement to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

240.01 LOCAL RETIREMENT BENEFIT (Amended 1985) (Amended 1994) (Renegotiated 2001) (Teachers and Teaching Assistants) (Nurses 1988) (Amended 2008)

The District shall continue the same premium-sharing arrangement as of the last date of employment just prior to retirement for individual and family health insurance coverage of employees who retire with at least ten (10) years of service at JD for unit members hired before July 1, 2008; fifteen (15) years of full-time service at JD for unit members hired on or after July 1, 2008, 20 (twenty) years of full-time service at JD for unit members hired on or after July 1, 2011 with the continuation of the premium sharing arrangement as of the last day of employment prior to retirement. The employee must have attained 55 years of age which makes the employee eligible for a retirement stipend under the provisions of ERS and TRS (Tiers 1-5) and must actually and officially retire as per the requirements established by ERS and/or TRS. If new tiers are created in the future which set a higher minimum age for retirement, the minimum age limit for employees retiring from District service in those tiers will change to comply with the new tier. Part-time employees hired prior to July 1, 2008, who do not belong to ERS or TRS but meet the minimum age requirement of 55 are entitled to this local retirement benefit.

- A. When a retiree dies, the surviving dependent(s) shall have the family health coverage continued under the same premium-sharing arrangement for a period of six (6) months. At the end of the six (6) month period, the dependent(s) shall have the option of remaining in the group plan by paying one hundred (100%) percent of the premium.
- B. When an employee officially retires under the New York State Teachers' or Employees' Retirement System plan, the District will make a non-elective employer contribution on behalf of the employee to an Association-selected tax deferred annuity program able to accept employer contributions under Internal Revenue Code Section 403(b).

The amount of such contribution shall be determined by the following formula:

Effective July 1, 2007, a payment of twenty-five dollars (\$25) shall be made for each day of accumulated sick days for the first two hundred (200) days, and a payment of sixty dollars (\$60) shall be made for the next seventy days, up to a maximum of \$9,200.00.

Such payment shall be made during the month following retirement. In the event the amount contributed by the employer on behalf of the employee should exceed the maximum exclusion allowance under the IRS rules, the monies above such amount shall be remitted to the employee as a cash payment for those retirees whose membership date on the New York State Teachers' Retirement System is prior to June 17, 1971. If an employee has a Retirement System membership date subsequent to June 16, 1971, the employer will remit any excess over the limits in January of the year following retirement to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

240.02 RETIREMENT INFORMATION

(Teachers & Teaching Assistants) (Nurses 1988)

Since the retirement program is quite complex and is subject to change, teachers may receive information relative to their non-contributory retirement fund by contacting the New York State Teachers' Retirement System or the system's delegate in the District.

242. SEVERANCE PROVISIONS (Negotiated 1983)

(Teachers & Teaching Assistants) (Nurses 1988)

Any teacher who is excessed by the District shall have his/her health insurance coverage continued under the same premium-sharing arrangements for a period of three (3) months, commencing the first (1st) of the month following layoff. At the end of the three (3)-month period, the excessed employee shall have the option of remaining in the group plan by paying one hundred (100%) percent of the premium for an additional nine (9) months unless (s)he is reemployed within the year and is eligible to participate in a group health plan with the new employer.

250. DISTRICT SENIORITY (Negotiated 1983)
(Teachers & Teaching Assistants) (Nurses 1988)

The following guidelines have been approved by the administration and the Executive Council of the Faculty Association:

- A. Teachers appointed prior to August 1, 1975, have greater seniority rights within their assigned tenure area than those appointed after that time.

By law, appointments made after August 1, 1975, accrue seniority only in the certification area in which the appointment was made. All persons falling within this category will be considered least senior in the general secondary tenure area. Therefore, post-1975 appointed teachers will be excessed or reduced before pre-1975 appointed teachers. When positions are abolished or reduced, the District shall reassign existing staff to all available positions.

- B. Part-time positions carry no seniority or tenure benefits. When reductions in staffing occur, teachers occupying positions not accruing seniority benefits will be affected before anyone on the seniority list in that tenure area will be affected.

If there must be a reduction in the current number of positions in any given department, the person moved to the part-time position will be considered "involuntarily transferred." In this situation, no loss of seniority or tenure benefits will occur.

- C. The positions on the seniority list are determined by the starting dates of employment. If this date should result in a tie, the Board Approval Date will be used as the second (2nd) criteria. If there is still a tie, the position of the names in the board minutes for the date in question will be the final criteria (Person whose name appears first [1st] shall be considered most senior.)

- D. Twelve (12) months will be deducted from the starting date of employment if the leave is for one (1) year. The time deducted from the starting date of employment for leaves of less than one (1) year will be based on the number of months and days away from the school district. It is understood that a semester equals five (5) months.

- E. The administration will maintain an eligibility list in accordance with New York State laws. The only time a person can return from the eligibility list is when there is an opening for which (s)he is certified.

- F. Whenever an opening does occur, the District will first consider the preferred eligibility list.

- G. The following procedures have been established regarding "call back:"

1. If the call is made prior to the opening date of a new school year for a full-time position, anyone on the list who rejects the position for which (s)he is certified will be removed from the list.

2. If the call is made after the opening date of a new school year for a full-time position, anyone on the list who is employed under contract for the current school year will remain on the list if (s)he rejects the position for which (s)he is certified.
 3. No teacher on the preferred eligibility list shall be removed at any time as the result of rejecting a part-time position.
- H. New seniority lists will be published each fall and made available through building principals and the Association president.

250.01 SENIORITY/TENURE COMMITTEE (Negotiated)
(Teachers and Teaching Assistants) (Nurses 1988)

The District Seniority/Tenure Committee was established through the cooperation of the administration and the Faculty Association to implement the policies on teacher transfer, seniority, and staff assignment. Serving on the committee are the Superintendent, Assistant Superintendent for Instruction, Faculty Association President, representatives from the elementary and secondary levels, and others the Faculty Association may deem appropriate.

The major purpose of the committee is to determine the best policies regarding interpretation of pertinent State Education Law as it applies to Jamesville-DeWitt.

252. STAFFING, VACANCIES, VOLUNTARY TRANSFERS, AND REASSIGNMENT OF INSTRUCTIONAL PERSONNEL AND NURSES
(Negotiated Teachers 1982) (Renegotiated Teachers and Nurses 1998)
(Teaching Assistants – A.5 only amended 1999)

A. Staffing

1. Staffing needs of each building and department (7-12) shall be determined annually by the building principal and department chairman based upon program needs and student enrollment.
2. Teaching assignments within each building are the responsibilities of the building administrators.
3. Teaching assignments within each department (7-12) will be made by the department chairman after consultation with department members and building principal.
4. Teaching assignments in special areas will be made by administrative staff.
5. When a vacancy occurs in a professional position (teacher, teaching assistant, nurse), the Superintendent will notify each building principal and the Faculty Association President. Such notification shall be posted in each building and shall include the following information: location of position, position title, certification or license required, full or part-time designation, expected starting date, and application starting date. Anyone interested in a posted position

should apply at the time of the posting. Anyone who is interested in a potential opening which may occur following the close of school, should notify the Superintendent in writing prior to the end of the school year.

B. Voluntary transfer process

1. When a teacher wishes to apply for a transfer of position within his/her tenure area, the teacher should submit a letter indicating a willingness to transfer and the position(s) desired to the Superintendent by April 1. Teachers whose names are submitted after April 1 will be consulted if their letter is received prior to the posting.
2. A confidential list of those teachers seeking a new position within their tenure area will be maintained by the Superintendent and shared with the Association President. The district shall seek internal volunteers to fill a vacancy by consulting the confidential list of teachers who have indicated a willingness to transfer. All teachers on the list who have expressed an interest in any position within the same tenure area will be informed of potential vacancies. Subsequent open positions resulting from filling the initial vacancy will not be posted.
3. Volunteers will be considered and assigned based on needs of open position. Teachers whose requests are not granted will be informed.

C. Reassignments

Inter-building

1. If a voluntary placement does not occur and the opening is to be filled by current staff:
 - a. The teacher with least District seniority in the building (K-4, 5-6) will be reassigned.
 - b. In grades 7-12, the teacher with least District seniority in the department, with proper certification, will be reassigned.
 - c. In special areas, the teacher with the least seniority in the tenure area will be reassigned.
2. In the rare situation that the least senior teacher does not, in the opinion of the Superintendent, have the skills required for the open position, the next senior teacher will be considered by the Superintendent for the transfer. This process will continue until a teacher with the basic skills necessary for the open position can be transferred.
 - a. In the event the least senior teacher is not transferred, the Superintendent will furnish, in writing, to all teachers affected and the Jamesville-DeWitt Faculty Association President, specific reasons why that teacher

was/was not transferred. This procedure will be followed for each subsequent teacher considered for the open position.

- b. Such transfer or reassignment will only be made after a meeting between the building principal(s) and the teacher(s). Whenever possible, this meeting will take place thirty (30) days prior to the effective date of such transfer if during the school year and by June 30 if the effective date is September. The reasons for such transfer and reassignment will be discussed at such meeting. The teacher(s) shall reserve the right to have a representative of his/her or their choice at such meeting. Whenever possible, no transfers will be made without a person's consent.

Intra-building

1. If there must be a reduction in the current number of positions in a given department, the least senior person in the affected area, as determined by the seniority list, will be the one reduced.
2. Some teachers are multiply certified. For some instructional duties, any teaching certificate legally qualifies the teacher. The District shall make every effort to utilize current staff to the fullest.
3. No teacher shall be required to take any assignment for which he/she is uncertified.

D. Superintendent's option

Nothing in these procedures shall prohibit the Superintendent from encouraging an employee to seek a transfer to an available vacancy or to suggest that two teachers exchange positions. Should the Superintendent wish to make such suggestions, the Association President shall be so informed and an Association representative shall be present at any meetings with the affected teachers.

252.01 VACANCY OCCURRING IN ADMINISTRATIVE POSITION (Negotiated) (Teachers & Teaching Assistants) (Nurses 1988)

Whenever a vacancy in an administrative position occurs, the superintendent will discuss with the Executive Council of the Faculty Association the process to be used in filling the position. No candidate will be formally considered until such discussion has been held.

252.02 RETRAINING FOR REASSIGNED TEACHERS (Negotiated 1985) (Teachers)

- A. If a teacher is/will be given:
 1. A new assignment out of his/her certification area **OR**
 2. A new assignment within a certification area where the teacher lacks recent experience, that teacher shall be given one (1) of the following options and may draw on the available resources of the District for this study and training:

- a. the use of school time, released from normal duties or assignments, to engage in independent or group study, coursework, classroom observations and/or team teaching in the new area.
 - b. financial support of summer curriculum work/instructional planning in the new area.
 - c. financial support of sabbatical leaves for more intensive study, including some variations (half [1/2] day/full year) on present routine schedules.
 - d. financial support of teachers who are able to engage in study and training on their own in order to prepare for new teaching roles.
- B. The above adjustments shall be made during the first (1st) year of the reassignment schedule or during the year prior to a predicted reassignment schedule.
 - C. The decision for the option chosen shall be mutually made and agreed upon by the department chairman/resource leader, building principal, the District Superintendent (or his/her designee), the reassigned teacher, and his/her Faculty Association building representative.

253. TEACHING ASSISTANT ASSIGNMENT (Negotiated 1995)

- A. Before the conclusion of each school year, teaching assistants shall be given written notification of their assignments for the following school year, specifying the general area of assignment, the teacher with whom the assistant is to work, as well as the scheduled hours of employment.
- B. Changes in student enrollments, placements, and needs during the summer could result in changes in teaching assistant placements and assignments for the following school year. Should this occur, teaching assistant will be given written notification of the change in assignment as soon as it is known.
- C. No teaching assistant shall be involuntarily reduced in assigned hours before a less senior teaching assistant. (Ties in teaching assistant seniority shall be broken by considering previous consecutive District employment prior to appointment as a teaching assistant.)

254. PROFESSIONAL STANDARDS (Negotiated) (Teachers & Teaching Assistants)

- A. Teachers will not be replaced by paraprofessionals.
- B. In mandated subject areas, only certified teachers (from the District or BOCES) shall perform the instructional or other related professional duties.
- C. The use of paraprofessionals shall follow state laws and regulations, and they shall function under the general supervision of certified personnel. Paraprofessional positions which require New York State certification shall be filled by qualified personnel having the necessary certification.

260. TEACHER TENURE (Reviewed 1981) (Revised 1990)
(Teachers & Teaching Assistants)

While probationary, certified personnel (i.e., teachers and teaching assistants per current agreement) have statutory rights pertaining to dismissal and the denial of tenure, such structure does not provide for personal contact. Therefore, at any time during this period, the employee may meet with the Superintendent for the purpose of having the reasons explained and responding to them.

262. TEACHER EVALUATION (Reviewed January 1982) (Teachers) (Revised 2011)

The parties agree to re-open negotiations for the purpose of compliance with the New York State Education Department guidelines concerning the implementation of the new APPR requirements specified in Section 3012c of the Laws of New York (Education) and Section 100.2 (o) of the Regulations of the Commissioner of Education. An APPR plan for 2011-12 will be developed that will be used only for grade 4 through 8 teachers of record for ELA and/or math. An APPR plan for 2012-13 will be developed prior to September 2012. The 2012-13 APPR plan, once finalized through the collective bargaining process will be added to this section.

Tenured and non-tenured teachers will be evaluated on a regular basis by resource leaders/department chairpersons, peers, and principals.

Non-tenured teachers should be evaluated a minimum of three (3) times per year. Tenured teachers will be evaluated at least one (1) time per year.

All written evaluations will be discussed with the teacher and signed by all parties before being placed in the teacher's personnel file.

262.01 TEACHER EVALUATION PROCEDURE (Revised May 1990, 1998) (Teachers)

PURPOSE

The purpose of the teacher development and evaluation process is to provide a process which facilitates the improvement and enhancement of classroom instructional practices with positive impact on student learning and the school environment. Decisions about tenure status, retention, or dismissal of staff members will also be based on this process.

PROCESS

The District will provide annual training or review of the evaluation process for evaluators. The building principal will determine the evaluators from the list of evaluators below. The principal will also determine the evaluation schedule and will communicate this to all teachers by October 1. Additionally, the teacher, independent of the required evaluation process, may authorize a peer to evaluate said teacher.

Evaluations will be done by building principals, district administrators, and/or department chairpersons/resource leaders.

Announced observations shall include a pre-observation conference and a post-observation conference. Unannounced observations shall include a post-observation conference. The Standard Evaluation Plan consists of three (3) parts. Part A is Instructional Design and Delivery. Part B is Classroom Environment, and Part C is Professional Characteristics and Responsibilities.

The completed observation instrument will be reviewed by both parties at the post-conference. Changes in the evaluation content may occur at that time by consensus of both parties.

All written evaluations will become part of each teacher's District personnel file.

In addition to the observations described above, teachers possessing a transitional or initial certificate will annually submit to the building principal a portfolio containing a sample lesson plan, a sample of student work, and a student assessment instrument to be reviewed and evaluated.

Non-Tenured Teachers

For the non-tenured teachers, there shall be a minimum of three (3) written evaluations each year. One (1) of the evaluations will be based on an announced observation, one (1) on an unannounced observation, and one (1) on other aspects of a teacher's professional responsibilities.

The non-tenured teacher will be evaluated on the Standard Evaluation Plan. Parts A and B of the plan must be evaluated at least two (2) times. Part C of the plan must be evaluated at least once.

Subsequent written evaluations or observations may be based upon an announced or unannounced observation or an observation of a teacher's other professional responsibilities.

A. Evaluation timeline

1. The first (1st) evaluation shall be completed prior to Thanksgiving recess.
2. The second (2nd) shall be completed by February 1.
3. The third (3rd) shall be completed by May 1.

B. Notification requirements

If, at any point in the process the teacher's employment is in jeopardy, an administrator shall so state and provide a summary of instructional concerns with specific suggestions for improvement.

Tenured Teachers

The process for evaluating tenured teachers will be based on one (1) of the following evaluation plans, either the Standard Evaluation Plan or the Professional Growth Plan.

A. The Standard Evaluation Plan Option

This plan consists of three (3) parts. Part A is Instructional Design and Delivery. Part B is Classroom Environment and Part C is Professional Characteristics and Responsibilities.

Each teacher will have a minimum of one (1) written evaluation, including Parts A, B, and C, which will be based on a minimum of one (1) announced observation and a discussion of Professional Characteristics and Responsibilities. Subsequent written evaluations may be based upon an announced or unannounced observation.

This evaluation must be completed by April 30.

B. The Professional Growth Plan Option

The purpose of the Professional Growth Plan is to encourage continuous professional improvement that results in better student learning. The process begins with reflection by individuals or teacher teams on improving his/her/their instructional practice. An individual or collaborative professional growth plan of one to three years in length will result. It will be consistent with the District Strategic Plan. This growth plan will form the basis for the teacher's annual evaluation report.

The Professional Growth Plan is available to any tenured teacher. A desire to participate should be communicated to the building principal by April 15 who will act on that request by May 15.

Teachers electing this option will complete the following steps:

1. Present and discuss a draft of the Professional Growth Plan with their administrator/administrator-approved supervisor who will provide initial feedback on its content by September 30.
2. After reaching agreement with their administrator/administrator-approved supervisor, both parties will complete and sign the Professional Growth Plan.
3. Meetings with their administrator/administrator-approved supervisor to discuss the plan throughout the year are encouraged.
4. Complete and submit Annual or Final Summary Appraisal form and meet with administrator/administrator-approved supervisor to share evidence of growth no later than May 15.

The goals of the Professional Growth Plan should address issues related to refinement of current practices, acquisition of new skills or knowledge, implementation and/or application of new skills or knowledge.

Examples may include, but are not limited to, one or more of the following:

- planning
- classroom management
- teaching strategies
- assessment
- unit refinement or development incorporating new techniques

Evidence of growth may include, but are not limited to, one or more of the following:

- professional portfolio
- student work
- teacher reflection journal
- presentation to staff
- research review
- videotape/multimedia presentation
- published work
- action research project

C. The Intensive Support Plan

The purpose of this plan is to provide a highly structured and intensive mode of support for tenured teachers whose competence in one or more areas is in question, including instructional design and delivery, classroom environment or professional characteristics and responsibilities. This process would be initiated when a history/pattern of concern emerges during the teacher evaluation process.

The Intensive Support Plan requires a commitment by the teacher, with the help of the administrator, to improve those areas identified as weaknesses. It is intended to provide the best possible likelihood for professional growth.

In an effort to provide the teacher with the support he/she needs to be successful, there will be an expectation that observations and supervision will be frequent. All observations will be followed by post-conferences that will provide specific feedback.

The steps in this process are as follows:

1. The building administrator will provide the teacher with written notice by May 1st of a conference to be held by June 1st with the intent to place the teacher in the Intensive Support Plan for the following school year. The teacher may request an Association-designated representative if he/she chooses, to be present at the conference.
2. At the conference, the administrator will cite, in writing, the weakness(es) identified and the documentation used to determine such weakness(es). The administrator, in consultation with the teacher, will develop a one-year plan including specific goals and performance-based objectives to address the stated weakness(es) including strategies to help the teacher achieve the goals. Strategies may include, but are not limited to, observations by the administrator,

participation in specified staff development activities or workshops, visitations to other classrooms, or the use of outside consultants. Finally, a timeline will be developed that designates how often the teacher and administrator will get together to review progress. In addition, the administrator and the teacher are expected to meet at least once a quarter to discuss the teacher's progress.

The plan outlined in this meeting will be formalized, signed by all parties, and a copy sent to the Superintendent for placement in the teacher's personnel file. This plan should be completed by October 1st of the school year.

3. No later than June 1, the building administrator, teacher, and Association-designated representative (if present) will have a final conference. At that conference, the administrator will either:
 - a. Notify the teacher that he/she has responded positively to the strategies set forth in the Intensive Supervision Plan. The teacher will then be placed back in the Standard Evaluation Plan for the next school year.

OR

- b. Notify the teacher that the Intensive Support Plan has had little positive impact on the teacher and a new plan will need to be written for the following year.

A written copy of this discussion will be placed in the teacher's personnel file.

EVALUATION PROCESS CLARIFICATIONS AND REQUIREMENTS

1. Announced observation

An announced observation has a specific time and date mutually decided upon by the evaluator and the teacher. This observation must have a pre and post-conference.

2. Unannounced observation.

An unannounced observation has no prior time or date requirement. This observation must have a post-conference.

3. Post-conference

A post-conference must be held within ten (10) working days of the observation.

262.02 TEACHING ASSISTANT AND NURSE EVALUATION PROCEDURE (1988)

The administration shall evaluate teaching assistants and nurses each year. All such evaluations shall be written and discussed with the employee prior to being included in the personnel file. An employee whose work is not satisfactory will be advised of same and be given assistance and instruction on how to improve same. If, after assistance and instruction,

the employee's work is still not satisfactory, the district retains its right to release the employee in accordance with the terms and conditions of the existing contract.

Prior to finalizing the teaching assistant's annual evaluation, the administration shall meet and confer with the teacher(s) with whom the assistant works.

At or prior to the commencement of each school year and prior to the first (1st) evaluation, the district shall provide to all nurses and teaching assistants a written notice of the criteria upon which they will be evaluated.

263. PERSONNEL FILE (Negotiated June 1978)
(Teachers & Teaching Assistants) (Nurses 1988)

There shall be only one (1) official file which shall be maintained by the Superintendent. A teacher shall have the right, upon request, to review the entire contents of his/her file. A teacher shall be entitled to have a personally selected representative accompany him/her during such review. A teacher shall be notified in writing within five (5) working days of any material added to his/her file regarding job performance. All such material in the file must be signed and dated by the teacher. The teacher shall have five (5) working days from receipt of such material to examine, sign, date, and return it for filing. The teacher shall have the right to respond in writing, for inclusion in the file, to any such item placed in the file.

266. GUIDELINES FOR DENIAL OF STEP MOVEMENT (Negotiated) (Teachers)
(Nurses 1988)

- A. All teachers must be notified by March 1 if they might be held on step for the following school year.
- B. The Association Executive Council will consider only those decisions by the Superintendent and principal(s) with which the teacher has disagreed.
- C. Those cases of individuals held on step brought before the executive council by the Superintendent or principal must have written justification and documentation. The teacher must reply in writing. The teacher and principal or Superintendent have the right to be present when any documentation is presented.
- D. It is the function of the Executive Council to examine all documentation and subsequently approve or disapprove the administrator's decision. Reasons for approval or disapproval must be provided in writing to the Superintendent, principal, and teacher.
- E. It is agreed that:
 - 1. The above procedure will be followed in any year the teacher is to be held on step.
 - 2. "Held on step" means the teacher will receive the salary of the new salary schedule for his/her present step or if the teacher is above schedule, the teacher will be held at present salary or the salary of the new printed schedule, whichever is greater. Any increases due to additional credit hours or "add-ons" will be granted.

3. This process will not affect total years of service.

267. PROCEDURAL JUST CAUSE (Negotiated)
(Teachers & Teaching Assistants) (Nurses 1994)

Criteria are stated in the handbook (Section 262.01) by which a teacher will be evaluated. "Just Cause" means that a teacher will be evaluated according to these criteria and informed of the results. If judged not to be meeting the criteria, a teacher will be informed and given the opportunity to improve his/her performance.

If the teacher, teaching assistant, or nurse is dismissed, reduced in rank or compensation, deprived of professional advantage or suspended, (s)he will have the right to present a grievance in accordance with the procedures as stated in this handbook, Section 268.

If a grievance is pursued, the following questions should be considered:

1. Did the district give the employee forewarning or foreknowledge of the possible or probable consequences of the employee's conduct?
2. Was the district's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the school?
3. Did the district, before taking action, make an effort to discover whether the employee did, in fact, violate or disobey a district rule or order?
4. Was the district's investigation conducted fairly and objectively, and was substantial evidence obtained before making its determination?
5. Has the district applied its rules, orders, and penalties consistently?
6. Was the action of the district appropriate to the particular situation?

268. GRIEVANCE PROCEDURES FOR EMPLOYEES (Negotiated 1983)
(Teachers & Teaching Assistants) (Nurses 1988)

The Board of Education of the Jamesville-DeWitt Central School District and the Jamesville-DeWitt Faculty Association has established the following procedures for the orderly settlement of grievances.

Declaration of policy:

In order to maintain a harmonious and cooperative relationship among teachers, administrators, and members of the Board of Education and to thereby enhance the education program of the district schools, it is hereby jointly declared--by the District and the Faculty Association--to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations, and policies of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

Definitions:

"Bargaining unit" shall mean all instructional personnel, teaching assistants, nurses, and occupational therapists.

"Employee" shall refer to any person or persons in the bargaining unit.

"Employer" shall mean the Board of Education or its administrators.

"Chief Administrator" shall mean the Superintendent of Schools.

"Immediate Supervisor" shall mean the person to whom the employee is directly responsible in the normal channels of supervision by the administration. For the teaching staff, the immediate supervisor shall be the building principal.

"Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of this agreement or any existing laws, rules, regulations, or policies which relate to or involve the employee.

"Grievant" shall be used interchangeably with "employee" and refer to an individual, a group of employees, or the Association.

"Days" shall mean working days.

Basic principles:

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. Emphasis is placed on the desirability of and need for successful resolution of the problem at the earliest possible stage.

An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

Any employee shall have the right to be represented at any stage of the procedures by the Association or a person of his/her own choice.

Each party to a grievance shall have access for a reasonable time to all written statements and records pertaining to such case.

All hearings shall be confidential. The grievant shall have the right to have the Association present at any or all hearings.

The function of these procedures is to assure equitable and proper treatment under existing laws, rules, regulations which relate to or affect the employee.

Time limits may be extended by mutual consent of the grievant and employer.

Procedures:

Informal stage - In the event that an employee feels (s)he has a grievance, (s)he shall orally present his/her grievance to his/her immediate superior, who shall orally and informally discuss the grievance with the employee.

Stage One - In the event that an employee feels (s)he has a grievance, (s)he shall present his/her grievance to his/her immediate superior who shall arrange for a meeting to take place within five (5) days after receipt of the grievance, in order to discuss the grievance with the employee.

The immediate supervisor shall render his/her written determination to the grievant and to the Association within five (5) school days of that meeting.

Stage Two - If the grievant is not satisfied with the disposition of his/her grievance at Stage One, or if no decision has been rendered within five (5) days of the meeting at Stage One, then the grievance may be referred to the chief administrator. The chief administrator shall arrange for a hearing with the grievant to take place within five (5) school days to provide his/her written decision together with the reasons for the decision to the grievant and to the Association.

Stage Three - If the grievance is not resolved by the chief administrator, the employee may, within five (5) days of the final determination by the chief administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the chief administrator. The Board of Education shall notify all parties concerned, of the time and place when a hearing will be held to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) school days after receiving the request for review.

Stage Four - After the Board hearing, if the Association is not satisfied with the decision at Stage Three, the grievance may be submitted to final and binding arbitration within ten (10) school days after receipt of the decision.

All parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator and the conduct of the hearing. The cost for the arbitrator and the proceedings shall be borne equally by the Association and the District.

270. FACULTY CHILDREN TO DISTRICT SCHOOLS (Negotiated) (Teachers & Teaching Assistants) (Nurses 1988) (Amended 1994)

Children of full-time paid employees (except daily substitute teachers), regardless of classification, may attend the Jamesville-DeWitt Schools at no cost provided that the employee assumes all transportation responsibility. "Full time" shall be defined as not less than eighty (80) percent of that which is a regular full-time responsibility in each employee classification. Children of employees may attend district schools only during the period of employment. If employment is terminated at any time prior to sixty (60) school days from the end of the school year, the child must be transferred to the district in which (s)he has residence.

Children of non-resident unit members hired on or after July 1, 1994, shall not be eligible for tuition-free enrollment.

275. AGENCY FEE (Negotiated 1985)
(Teachers & Teaching Assistants) (Nurses 1988)

An agency fee shall be collected from non-union members of the bargaining unit, effective September, 1985.

280. SCHOOL CALENDAR (Negotiated) (Amended 1995)
(Teachers & Teaching Assistants) (Nurses 1988)

A proposed school calendar, which includes emergency closing days and 182 workdays, September through June, shall be mutually agreed upon by the Association President and the Superintendent before it is submitted to the Board of Education for approval.

Should any emergency closing days not be utilized as such, the Association and the District shall jointly determine a revised school calendar.

281. ASSOCIATION RELEASE TIME (Amended 1985)
(Teachers & Teaching Assistants) (Nurses 1988)

Recognizing the increased workload of the Faculty Association President, the Superintendent shall grant release time to the President for Faculty Association business, not to exceed thirty (30) days annually.

In addition, the Association President and Superintendent may mutually determine release time for any other member to conduct Faculty Association business.

The Association President shall not be assigned any duties other than the instruction of his/her class(es). Thus, the President shall not be required to perform such duties as homeroom, hall duty, etc.

282. REPRESENTATION (Negotiated 2001)

In any meeting involving the administrator and/or law enforcement personnel who are present at the school wherein a unit employee will be questioned concerning a complaint or accusation, which may lead to disciplinary action, the unit employee shall be entitled, upon his/her request, to have Union representation at such meeting. The administrator who contacts the employee regarding the scheduling of such meeting shall advise the employee of the employee's right to Union representation and to the extent legally permissible, of the purpose(s) of the meeting.

Date: _____

For the District:

For the Association:

Alice Kendrick
Superintendent of Schools

Larry Stroh
Association President

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