

AGREEMENT

Between the

Superintendent of Schools
Elmira City School District

and the

Instructional Support Educational Association

JULY 1, 2018 – JUNE 30, 2023

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ARTICLE 1 – RECOGNITION

Section

§ 1.1 Recognition; unit defined

§ 1.1 Recognition; unit defined. The Elmira City School District recognizes the Instructional Support Educational Association as the exclusive negotiating agent for a unit composed of all employees in job titles in the classified civil service, but excluding all per diem substitute employees, social worker assistant, the District Clerk, the District Treasurer, the Purchasing Manager, the Payroll Coordinator, the Computer Services Coordinator, the PAL Coordinator, the Health and Safety Officer, the Deputy Treasurer, the School Attorney, the secretary to the School Attorney, the Supervisor of Buildings and Grounds, the Assistant Supervisor of Buildings and Grounds, the Supervisor of Transportation, the Transportation Foreman, the Assistant Supervisor for Learning Technology, the Assistant Supervisor for Data Analysis, the administrative assistant to the Director of Human Resources, the NOC Coordinator, the secretary to the Assistant Superintendent for Management Services, the secretary to the Superintendent of Schools, the secretary to the Associate Superintendent, Early Childhood Coordinator, Community Schools Project Leader, Secretary 1 to Deputy Superintendent, Network Technology Specialist, Energy Coordinator, Insurance Specialist, Computer Operations Specialist, Principal Account Clerk, and all employees in job titles in the classified civil service represented by other collection bargaining representatives. Temporary employees shall be represented by the Instructional Support Educational Association after six (6) months or immediately if appointed as a long-term substitute for a unit member on absence for two (2) months or more.

ARTICLE 2 – DEFINITIONS

Section

§ 2.1 Definitions

Section

§ 2.2 Gender and number

§ 2.1 Definitions. As used in this agreement:

- (a) The term *Association* means the Instructional Support Educational Association.
- (b) The term *Board* means the Board of Education of the Elmira City School District.
- (c) The term *District* means the Elmira City School District.
- (d) The term *Superintendent* means the Superintendent of Schools of the Elmira City School District.
- (e) The term *employee* means any person represented by the Instructional Support Educational Association as his/her negotiating representative.
- (f) The term *fiscal year* means the year beginning July first and ending June thirtieth.

§ 2.2 Gender and number. Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 – DUES AND AGENCY FEE DEDUCTIONS

Section		Section	
§ 3.1	Association dues deduction	§ 3.4	Changes in dues or agency fee amounts
§ 3.2	Agency fee deduction	§ 3.5	Exclusive rights
§ 3.3	Deduction schedule	§ 3.6	NYSUT Member Benefits Trust

§ 3.1 Association dues deduction.

- (a) The District agrees to deduct Association dues from the salaries of employees who individually and voluntarily authorize the District to make such deductions. Authorization for dues deduction will be made in writing.
- (b) By October first of each year, the Association will provide the District with a list of employees who have authorized dues deduction, together with an itemization of deductions and the total amount to be deducted for each employee.
- (c) An employee who wishes to discontinue dues deductions shall notify the District and the Association in writing.
- (d) The District will notify the Association monthly of changes in dues deductions by reason of discontinuance or changes in employment status.

§ 3.2 Agency fee deduction.

- (a) The District shall deduct an agency fee from the salaries of employees who do not become members of the Association.
- (b) By October first of each year, the Association will provide the District with a list of employees who have not become members of the Association, together with the amount of money to be deducted for each employee.

§ 3.3 Deduction schedule.

- (a) The District shall deduct Association dues and agency fees from the salaries of employees each pay period beginning on or before the first pay period in October and continuing until the full amount of dues or agency fee has been deducted.
- (b) The District shall transmit to the Association treasurer dues and agency fee monies within five (5) workdays after the deductions have been made.

§ 3.4 Changes in dues or agency fee amounts. If the Association changes the amount of dues or agency fee to be deducted, the Association president and treasurer will notify the District in writing at least one (1) month before the effective date of a change.

§ 3.5 Exclusive rights. The District agrees not to accord dues deduction or similar check-off rights to any other organization with respect to employees represented by the Association.

§ 3.6 NYSUT Member Benefit Trust. The District shall provide payroll deduction for the New York State United Teachers Member Benefit Trust Plan.

ARTICLE 4 – COMPENSATION

<p>Section</p> <p>§ 4.1 Allocation of job titles</p> <p>§ 4.2 2018-2019 salaries – Grades I-X</p> <p>§ 4.3 2019-2020 salaries – Grades I-X</p> <p>§ 4.4 2020-2021 salaries – Grades I-X</p> <p>§ 4.5 2021-2022 salaries – Grades I-X</p> <p>§ 4.6 2022-2023 salaries – Grades I-X</p> <p>§ 4.7 Longevity payments</p> <p>§ 4.8 Step placement</p> <p>§ 4.9 Out-of-title work</p>	<p>Section</p> <p>§ 4.10 Substitute for teachers</p> <p>§ 4.11 Overtime</p> <p>§ 4.12 Mileage reimbursement</p> <p>§ 4.13 Payment for in-service</p> <p>§ 4.14 Pay plan</p> <p>§ 4.15 Vouchering</p> <p>§ 4.16 RN and LPN stipends</p> <p>§ 4.17 Chief payroll stipend</p> <p>§ 4.18 Pool aide</p>
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§ 4.1 Allocation of job titles.

- (a) Job titles are allocated as follows:

Grade I	Classroom aide, special education classroom aide, pool aide, bus attendant, personal aide, and school monitor
Grade IA	Ten (10) month clerk; eleven (11) and twelve (12) month clerks shall be based on per diem rate of ten (10) month work year and 1-on-1 Classroom Aides
Grade II	Twelve (12) month typist, ten (10) month typist (at seventy-eight and one-half percent [78.5%] of the scheduled salary), telephone operator
Grade III	Stenographer, account clerk, account clerk typist, internal auditor, Secretary I
Grade IV	Senior account clerk typist, control clerk, senior account clerk, tax collector
Grade V	LPNs
Grade VI	RNs
Grade VII	Technology administrative assistant
Grade VIII	Attendance coordinator and secretary to Director of Pupil Services
Grade IX	Twelve (12) month school personnel clerk
Grade X	Twelve (12) month personnel office clerk

- (b) Effective July 1, 2018, 1-on-1 classroom aides who are on-step, shall be placed into Grade 1A on the salary schedule based on their 2018-2019 step in Grade 1. Any 1-on-1 classroom aide who is off-step shall receive a fifty cent (\$.50) differential added to base pay prior to their 2018-2019 off-step raise being applied.

§ 4.2 2018 – 2019 salaries – Grades I – X.

- (a) All employees “on-step” shall advance one (1) step for the 2018-2019 school year. All employees “on-step” shall receive compensation in accordance with their appropriate step on the salary schedule as set forth in Appendix A of this Agreement.
- (b) All employees “off-step” shall receive a three and seventy-five hundredths percent (3.75%) over their 2017-2018 salary effective July 1, 2018

* Salary schedules are incorporated into this Agreement in Appendix A.

§ 4.3 2019 – 2020 salaries – Grades I – X.

- (a) All employees “on-step” shall advance one (1) step for the 2019-2020 school year. All employees “on-step” shall receive compensation in accordance with their appropriate step on the salary schedule as set forth in Appendix A of this Agreement.

- (b) All employees "off-step" shall receive a three and one-half percent (3.50%) increase over their 2018-2019 salary effective July 1, 2019.

* Salary schedules are incorporated into this Agreement in Appendix A.

§ 4.4 2020 – 2021 salaries – Grades I – X.

- (a) All employees "on-step" shall advance one (1) step for the 2020-2021 school year. All employees "on-step" shall receive compensation in accordance with their appropriate step on the salary schedule as set forth in Appendix A of this Agreement.
- (b) All employees "off-step" shall receive a three and one-half percent (3.50%) increase over their 2019-2020 salary effective July 1, 2020.

* Salary schedules are incorporated into this Agreement in Appendix A.

§ 4.5 2021 – 2022 salaries – Grades I – X.

- (a) All employees "on-step" shall advance one (1) step for the 2021-2022 school year. All employees "on-step" shall receive compensation in accordance with their appropriate step on the salary schedule as set forth in Appendix A of this Agreement.
- (b) All employees "off-step" shall receive a three and thirty hundredths percent (3.30%) increase over their 2020-2021 salary effective July 1, 2021.

* Salary schedules are incorporated into this Agreement in Appendix A.

§ 4.6 2022 – 2023 salaries – Grades I – X.

- (a) All employees "on-step" shall advance one (1) step for the 2022-2023 school year. All employees "on-step" shall receive compensation in accordance with their appropriate step on the salary schedule as set forth in Appendix A of this Agreement.
- (b) All employees "off-step" shall receive a three and thirty hundredths percent (3.30%) increase over their 2021-2022 salary effective July 1, 2022.

* Salary schedules are incorporated into this Agreement in Appendix A.

§ 4.7 Longevity payments. Longevity payments shall be as follows:

- (a) Longevity payments will be one thousand dollars (\$1,000.00) at the beginning of the sixteenth year (16th) and one thousand two hundred fifty dollars (\$1,250.00) at the beginning of the twenty first (21st) year of employment.
- (b) Unit members who complete twenty-five (25) years of service with the District will receive a one (1) time bonus of one thousand dollars (\$1,000.00). Such payment will be made in the first paycheck of the applicable year based on employment status.
- (c) Unit members who complete thirty-one (31) years of service with the District will receive a one (1) time bonus of one thousand dollars (\$1000.00). Such payment will be made in the first paycheck of the applicable year based on employment status.

§ 4.8 Step placement.

- (a) New hires. Newly hired teacher aides and clerical employees may be placed at the discretion of the District on the applicable salary schedule at any step up to and including step five (5)

- (b) Step advancement. Employees in Grades V and VI will advance one (1) step above their step of the previous year if the employee has been employed for ninety (90) days immediately prior to July first. Employees in other grades will advance one (1) step above their step of the previous year regardless of the date they were employed.

§ 4.9 Out-of-title work.

- (a) When an employee is assigned to a position in a higher grade, he will be paid at a higher rate of pay commencing with the first day of the assignment provided he is required to serve in the assignment for a minimum of five (5) consecutive working days. The higher rate of pay will be based upon placement on the step within the grade for the assignment performed which provides compensation which is equal to or greater than one and seven hundredths percent (1.07%) of the employee's salary in their regular assignment. Out-of-title assignments will be made by the Director of Human Resources and Employee Relations.
- (b) When an out-of-title work assignment is foreseeable, the Superintendent or designee shall, prior to the out-of-title work beginning:
- i. notify the Association president of the out-of-title work assignment; and
 - ii. hold a meeting of the Association president, the Superintendent or designee, the employee who will be temporarily assigned to perform out-of-title duties, and the supervisor of such employee to discuss;
 - iii. the job duties of the higher pay grade to be performed temporarily;
 - iv. the length of time the out-of-title assignment will last;
 - v. the pay differential; and
 - vi. any other pertinent information concerning the out-of-title work.
- (c) In emergency situations, the supervisor may assign the out-of-title work to an employee immediately. The Superintendent or designee will notify the Association president of the out-of-title work assignment within twenty-four (24) hours of the assignment being made. The meeting in sub-paragraph (b) will occur within seven (7) calendar days of the initiation of the assignment.

§ 4.10 Substitute for teachers. Classroom aides ("aides") may, if requested, substitute for an absent teacher. Aides who substitute shall be compensated as follows.

- (a) Up to one-half (0.5) school day of substitution – daily rate plus twenty-five dollars (\$25.00).
- (b) One-half (0.5) school day or more of substitution – daily rate plus fifty dollars (\$50.00).

§ 4.11 Overtime.

- (a) Overtime shall accrue in the following situations:
1. After an employee works beyond their regularly scheduled weekly hours;
 2. On a day to day basis, after an employee works such employee's regularly scheduled day (e.g. -a seven (7) hour employee works nine (9) hours on a Tuesday, the employee shall be entitled to two (2) hours of overtime.

3. Every hour or part thereof thereafter worked will be treated as overtime. Overtime shall be compensated at one and one-half (1-1/2) times an employee's regular hourly rate with prior approval from their supervisor.
- (b) Any work that is done that is considered "supplemental wages" under Internal Revenue Service rules, laws, and/or regulations shall be paid at twenty dollars (\$20) per hour.
- (c) Grades VIII-X. Any employee who works in excess of the standard work week (thirty-seven and one-half [37.5] hours) must first obtain written authorization to work said hours from their immediate supervisor. Payment for this work shall be at the rate of one and one-half (1-1/2) times the employee's regular hourly rate and in accordance with §4.11 (a), or such employee may elect to take compensatory time at the rate of one (1) hour of compensatory time for each one (1) hour of overtime actually worked; provided, however, that no such employee shall be entitled or permitted to accrue more than forty-five (45) hours of compensatory time.

§ 4.12 Mileage reimbursement. Any employee who is required to use their personal vehicle in the performance of their duties shall be compensated at the mileage rate established by the Board. Such rate applies only to authorized travel. The employee shall file a mileage reimbursement form no later than thirty (30) days after the last day of the month in which the authorized travel takes place. (i.e., if travel takes place on March thirty-first, reimbursement must be applied for no later than May first.)

§ 4.13 Payment for in-service. Employees who successfully complete District required workshops during their regular work year shall be paid in accordance with the Fair Labor Standards Act. Upon receiving prior approval from the Director of Human Resources, employees who attend workshops, not required by the District, but job-related, will be paid thirteen dollars and fifty cents (\$13.50) per hour regardless of time of year attended.

§ 4.14 Pay plan.

- (a) Employees shall be paid on the fifteenth of the month and the last day of the month. If said days fall on a weekend or holiday, payday shall be on the public banking day immediately preceding the fifteenth or last day of the month.
- (b) Ten (10) month employees may have the option of either receiving twenty (20) biweekly paychecks for the period between September first and June thirtieth of each school year or electing to be paid utilizing a twenty-four (24) paycheck plan for the same period. An election to utilize the twenty-four (24) paycheck plan must be submitted in writing to payroll no later than August fifteenth immediately prior to the school year and shall remain in effect for subsequent years unless a written election is submitted by August fifteenth prior to the school year for which the change is requested.

§ 4.15 Vouchering. The District will not use the concept of vouchering to circumvent the payment of benefits.

§ 4.16 RN and LPN Stipends.

- (a) Master's degree. RNs who have a masters' degree shall receive a stipend of eight hundred dollars (\$800.00) per year. To receive salary credit for a master's degree, employees must report this change prior to October first in order to receive the full stipend and February first in order to receive one-half (1/2) of the stipend.
- (b) Maintaining certification. RNs and LPNs shall receive fifty dollars (\$50) per year to maintain their certification.

§ 4.17 Chief payroll stipend.

- (a) Step 1 – One thousand dollars (\$1,000.00)
- (b) Step 2 – One thousand two hundred fifty dollars (\$1,250.00)
- (c) Step 3 – One thousand five hundred dollars (\$1,500.00)

§ 4.18 Pool aide. Pool aides shall receive an additional four hundred seventy-five dollars (\$475.00).

ARTICLE 5 – QUALIFICATION FOR BENEFITS

Section		Section	
§ 5.1	Employees hired before July 1, 1973	§ 5.3	Wellness program
§ 5.2	Employees hired on or after July 1, 1973 and before July 1, 1986		

§ 5.1 Employees hired before July 1, 1973. In order to be eligible for personal leave, employees hired before July 1, 1973, must be employed for twenty (20) or more hours per week or earn two thousand dollars (\$2,000.00) per year, exclusive of overtime pay.

§ 5.2 Employees hired on or after July 1, 1973 and before July 1, 1986. In order to be eligible for personal leave, employees hired on or after July 1, 1973, must be employed for thirty (30) or more hours per week or earn three thousand dollars (\$3,000.00) per year, exclusive of overtime pay.

§ 5.3 Wellness program. Employees who work less than thirty (30) hours per week shall be eligible to participate in any District wellness program.

ARTICLE 6 – RETIREMENT PLAN

Section		Section	
§ 6.1	Retirement plan coverage	§ 6.2	Service credit for retirement

§ 6.1 Retirement plan coverage. An eligible employee shall be covered by the New York State Employees' Retirement System under Options 75-i and 41-j. Except as otherwise provided by statute, there shall be no cost to the employee for participation in the retirement plan.

§ 6.2 Service credit for retirement. Effective November 1, 1999, employees whose regular work assignment is thirty (30) hours or more per week will be deemed to be full time employees for the purpose of determining service credit with the New York State Employees' Retirement System.

ARTICLE 7 – SICK LEAVE

Section		Section	
§ 7.1	Ten (10) and eleven (11) month employees	§ 7.4	Physician's statement
§ 7.2	Twelve (12) month employees	§ 7.5	Maternity disability
§ 7.3	Other employees	§ 7.6	Family illness
		§ 7.7	Employee attendance incentive

§ 7.1 Ten (10) and eleven (11) month employees. Sick leave will accrue as follows:

- (a) Effective January 1, 2019, newly hired ten (10) month employees shall be entitled to five (5) days' sick leave upon hiring. Beginning with their second month of employment, they will begin to accrue one (1) additional sick day for every two months at the beginning of each month to a maximum of ten (10) sick leave days (see chart below).

- (b) Effective January 1, 2019, newly hired eleven (11) month employees shall be entitled to six (6) days' sick leave upon hiring. Beginning with their second month of employment, they will begin to accrue one (1) additional sick day for every two months at the beginning of each month to a maximum of eleven (11) sick leave days (see chart below).
- (c) A ten (10) month employee shall be entitled to ten (10) days' sick leave for the first ten (10) years of employment. Eleven (11) month employees shall be entitled to eleven (11) days' sick leave for the first ten (10) years of employment.
- (d) A ten (10) month or eleven (11) month employee shall be entitled to twelve (12) day' sick leave beginning with the eleventh year of employment. Sick leave may accumulate to a maximum of two hundred twenty (220) days.
- (e) Effective July 1, 2019, an employee in their final year of employment with the District (retirement or voluntary severance) shall have their sick leave pro-rated for that year of employment only.

§ 7.2 Twelve (12) month employees.

- (a) Effective January 1, 2019, newly hired twelve (12) month employees shall be entitled to seven (7) days' sick leave upon hiring. Beginning with their second month of employment, they will begin to accrue one (1) additional sick day for every two months at the beginning of each month to a maximum of twelve (12) sick leave days (see chart below).

Months	10 month employee	11 month employee	12 month employee
Upon Hiring	5	6	7
1 st month	6	7	8
2 nd month			
3 rd month	7	8	9
4 th month			
5 th month	8	9	10
6 th month			
7 th month	9	10	11
8 th month			
9 th month	10	11	12

- (b) A twelve (12) month employee shall be entitled to twelve (12) days' sick leave for the first ten (10) years of employment. Sick leave may accumulate to a maximum of one hundred twenty (120) days by the end of an employee's tenth year of service.
- (c) A twelve (12) month employee shall be entitled to fifteen (15) days' sick leave beginning with the eleventh year of employment. Sick leave may accumulate to a maximum of two hundred twenty (220) days.

- (d) Effective July 1, 2019, an employee in their final year of employment with the District (retirement or voluntary severance) shall have their sick leave pro-rated for that year of employment only.

§ 7.3 Other employees. An employee who does not qualify for sick leave under Sections 7.1 or 7.2 of this article shall be entitled to five (5) sick leave days for each year of employment. Sick leave may accumulate to a maximum of one hundred fifty (150) days.

§ 7.4 Physician's statement. If an employee is absent from work for more than seven (7) consecutive workdays, the Superintendent may require the employee to provide a physician's statement indicating the employee is unable to report to work.

§ 7.5 Maternity disability.

- (a) Pregnancy-related or post-delivery disability shall, for sick-leave purposes, be treated as a medical disability.
- (b) When a physician certifies that a pregnant employee can no longer work, the employee may charge her absence against available sick leave.

§ 7.6 Family illness. Employees can designate up to ten (10) days of their sick leave per year as family illness days. Family shall be defined as parent, son, daughter, spouse, and/or relative living in the household.

§ 7.7 Employee attendance incentive.

- (a) Effective January 1, 2019, if an employee achieves perfect attendance during at least one-half (1/2) of his/her work year, he/she will receive an incentive payment in the second paycheck following the end of the attendance period as follows:
 1. Twelve (12) and eleven (11) month employees: July 1st to December 31st- four hundred dollars (\$400).
 2. Twelve (12) and eleven (11) month employees: January 1st to June 30th - four hundred dollars (\$400).
 3. Ten (10) month employees: September 1st to January 31st- three hundred dollars (\$300).
 4. Ten (10) month employees: February 1st to June 30th- three hundred dollars (\$300).
- (b) "Perfect attendance" shall not be lost by absence as a result of the following leaves: bereavement, jury duty, personal, vacation or Worker's Compensation.
- (c) Nothing contained in this Section shall limit the employer from questioning an employee about his/her absenteeism at any time.

ARTICLE 8 - PERSONAL LEAVE

Section		Section	
§ 8.1	Allocation	§ 8.3	Limitations
§ 8.2	Purpose	§ 8.4	Additional leave

§ 8.1 Allocation. An employee shall be entitled to three (3) days' paid personal leave per year. If no personal leave days are used, the three (3) days, or any unused personal leave days, shall be added to the

employee's accumulated sick leave.

§ 8.2 Purpose. In general, personal leave will be granted for matters which cannot be taken care of outside regular school hours and for reasons serious enough as to cause undue inconvenience or hardship.

§ 8.3 Limitations. Personal leave may not be used to extend a school holiday, but may be used in conjunction with vacation leave so long as the combination does not extend a school holiday while students are in regular attendance. If a member has an extenuating circumstance, permission may be granted by the District upon receipt of such request and review of the reasons.

§ 8.4 Additional leave.

- (a) The Director of Human Resources and Employee Relations may grant one (1) day additional personal leave under extenuating circumstances. Additional personal leave shall be deducted from an employee's sick leave.
- (b) An employee wishing to use additional personal leave shall submit a written request with the reason therefore to the Director of Human Resources and Employee Relations.

ARTICLE 9 – BEREAVEMENT LEAVE

Section		Section	
§ 9.1	Death in immediate family; immediate family defined	§ 9.2	Death outside immediate family

§ 9.1 Death in immediate family; immediate family defined. An employee shall be entitled to five (5) days paid leave for a death in the immediate family. The term immediate family means an employee's parents, child, grandchild, sibling, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

§ 9.2 Death outside immediate family. An employee shall be entitled to one (1) day paid leave for the death of an aunt, aunt-in-law, foster brother, foster sister, grandparent, half-brother, half-sister, nephew, niece, uncle, or uncle-in-law, provided, however, that the Director of Human Resources and Employee Relations may allow up to five (5) days' paid leave when one (1) of aforementioned persons was in effect a member of the immediate family, e.g., a grandparent who had assumed the role of parent. Any days granted in excess of the one (1) day shall be taken as consecutive days.

ARTICLE 10 – RELIGIOUS HOLIDAYS

Section	
§10.1	Procedure

§10.1 Procedure. A request for time off for religious observance shall be submitted to an employee's immediate supervisor.

ARTICLE 11 – EMERGENCY LEAVE

Section	
§11.1	Conditions for leave

§11.1 Conditions for leave. The Director of Human Resources and Employee Relations may allow emergency leave to be charged to sick leave.

ARTICLE 12 – HOLIDAYS

Section		Section	
§12.1	Twelve (12) month employees	§12.3	Eleven (11) month employees
§12.2	Ten (10) month employees		

§12.1 Twelve (12) month employees. Twelve (12) month employees shall have fifteen (15) paid holidays per year.

§12.2 Ten (10) month employees.

- (a) Ten (10) month employees who work twenty (20) or more hours per week shall have five (5) paid holidays per year.
- (b) Ten (10) month employees who work less than twenty (20) hours per week shall have two (2) paid holiday per year.

§12.3 Eleven (11) month employees. Eleven (11) month employees shall have six (6) paid holidays per year with July fourth (Independence Day) being one of those said six (6) holidays.

ARTICLE 13 – VACATION

Section		Section	
§13.1	Newly hired employees	§13.5	Change in status
§13.2	Twelve (12) month employees	§13.6	Vacation usage and schedules
§13.3	Ten(10) month employees hired before July 1, 1973	§13.7	Ineligibility
§13.4	Ten (10) month employees hired on or after July 1, 1973		

§13.1 Newly hired employees.

- (a) Newly hired ten (10) month and twelve (12) month employees who work part of a fiscal year shall be entitled to one (1) vacation day plus one (1) additional vacation day for every two (2) months worked to a maximum of five (5) days.
- (b) Newly hired ten (10) month and twelve (12) month employees who have worked part of a fiscal year shall at the start of the next fiscal year be entering their second year of employment with the District for vacation entitlement purposes.

§13.2 Twelve (12) month employees. Full-time, twelve (12) month employees are entitled to ten (10) days' vacation in their second through sixth years of employment, fifteen (15) days' vacation in their seventh through twelfth years of employment, and twenty (20) days' vacation in their thirteenth through sixteenth years of employment, and twenty-five (25) vacation days beginning with their seventeenth year.

§13.3 Ten (10) month employees hired before July 1, 1973. Ten (10) month clerical employees hired before July 1, 1973, are entitled to ten (10) days' vacation annually.

§13.4 Ten (10) month employees hired on or after July 1, 1973. Except as otherwise provided in Section 13.1 of this article, ten (10) month clerical employees hired on or after July 1, 1973, are entitled to ten (10) days' vacation annually.

§13.5 Change in status. If a ten (10) month employee becomes a twelve (12) month employee, his years of service as a ten (10) month employee shall be considered as full years of service in determining his entitlement to vacation days.

§13.6 Vacation usage and schedules.

- (a) Vacation days typically must be taken during the fiscal year in which they are credited. However, if an employee is eligible for fifteen (15) days of vacation per year, said employee may carry over up to six (6) vacation days to the next fiscal year. In addition, the employee has the option of selling back, at all levels, up to six (6) vacation days at their per diem rate. Said carried over vacation days must be utilized in said fiscal year or they shall be forfeited. An employee with twenty (20) or more vacation days may carry over six (6) vacation days.
- (b) Vacations shall be scheduled based on building needs. An employee shall arrange his vacation schedule with the approval of his immediate supervisor.

§13.7 Ineligibility. Teacher aides, bus attendants, school monitors, personal aides, ten (10) and eleven (11) month clerks, RNs and LPNs are ineligible for vacation.

ARTICLE 14 – CHILD CARE LEAVE

Section	Section
§14.1 Purpose; length of leave	§14.3 Return from leave
§14.2 Extension of leave	

§14.1 Purpose; length of leave. Upon written request, a leave of absence without pay or benefits shall be granted to an employee for one (1) year to take care of his own newly-born child or newly-adopted child under the age of eight (8).

§14.2 Extension of leave. Upon written request, a child care leave may be extended at the discretion of the District.

§14.3 Return from leave. Upon return from a child care leave, an employee shall have restored to him all rights and benefits as same were in effect at the time the leave began.

ARTICLE 15 – SHORT-TERM LEAVE OF ABSENCE

Section	Section
§15.1 Length of leave	§15.2 Limitations

§15.1 Length of leave. A short-term leave of absence without pay or benefits for a period not to exceed two (2) months may be granted at the sole discretion of the Superintendent or his designee.

§15.2 Limitations. A short-term leave of absence will not be granted for the purpose of accepting employment with another employer. An employee may have only one short-term leave of absence each year.

ARTICLE 16 – LONG-TERM LEAVE OF ABSENCE

Section	Section
§16.1 Length of leave	§16.3 Seniority
§16.2 Staff reduction	§16.4 Salary schedule placement

§16.1 Length of leave. A long-term leave of absence will normally be granted for one (1) year. The leave period should coincide with the beginning and ending of an employee's work year. The employee on leave shall provide at least forty-five (45) calendar days' notice to the District as to their date of return from leave of absence.

§16.2 Staff reductions. An employee may elect to take and may be granted a long-term leave of absence during a period of staff reduction, irrespective of his position on a seniority list.

§16.3 Seniority. An employee on a long-term leave of absence shall not accrue seniority while on leave. Time spent on a long-term leave of absence shall not affect an employee's accrued seniority.

§16.4 Salary schedule placement. An employee on a long-term leave of absence shall not accrue service time for salary schedule advancement purposes. Time spent on a long-term leave of absence shall not affect an employee's placement on a salary schedule, as said placement existed at the time his leave began.

ARTICLE 17 – COURT ATTENDANCE AND JURY DUTY

Section	Section
§17.1 Court attendance	§17.2 Jury duty

§17.1 Court attendance. Time off without loss of pay shall be given for court attendance when on school business or when subpoenaed, except not when the attendance is in a proceeding where the employee is a party or in a proceeding that involves the employee's personal business.

§17.2 Jury duty. Within reason, employees are encouraged to fulfill their civic obligations in cases of jury duty. The difference between any compensation received and the regular pay of the employee with the District shall be made up by the District. Upon receipt of jury duty notice, an employee shall provide a copy of said notice to the Director of Human Services and Employee Relations.

ARTICLE 18 – INSURANCE

Section	Section
§18.1 Eligibility	§18.5 Participation while on unpaid leave
§18.2 Health, vision and dental coverage for employees	§18.6 Cash-in-lieu of health benefits
§18.3 Health and dental coverage for retirees	§18.7 Health flexible spending account
§18.4 Contributions to the cost of providing health benefits	§18.8 Disability insurance
	§18.9 Insurance/sick leave cash-in
	§18.10 Term life insurance – Grades VIII-X

§18.1 Eligibility. The District shall provide individual, two-person (enrollee and spouse; or enrollee and dependent child[ren]), or family health, dental, and vision benefits to all employees who are employed by the District in positions that regularly require thirty (30) or more hours of service per week (each such person, an "Eligible Employee") and retired members who retire while this Agreement is in effect and who, on the date of their retirements:

- (a) are employed in such positions;
- (b) are enrolled as a participant in plans sponsored by the District offering such benefits (or as the spouse of a participant if both spouses are employees of the District);
- (c) have completed at least ten (10) years of employment with the District; and,
- (d) have written confirmation from the applicable New York State Retirement System evidencing their approval for retirement benefits (each such person, an "Eligible Retiree").

§18.2 Health vision and dental coverage for employees.

- (a) Effective July 1, 2014, the District shall provide all Eligible Employees the opportunity to participate in the following health benefits.
 - (1) Medical, surgical and prescription drug coverage for participants and their spouses and dependents as set forth in the MVP custom EPO/PPO (NY2EPC101ZLAN) and MVP custom RX (RXNY2EPO615ZL).

- (2) Dental coverage (including coverage for preventive care and orthodontic care) for participants and their spouses and dependents as set forth in the Delta Dental "PPO PLUS Premier Plan II"; and,
 - (3) Vision coverage (including coverage for eye examinations, eyeglasses and contact lenses) for participants as set forth in the Davis Vision Platinum Premier Annual Vision Plan provided by NYSUT Member Benefits.
- (b) An Eligible Employee shall be eligible to participate in vision and dental benefits offered by the District even if he does not participate in the medical, surgical, and prescription drug coverage described in Section 18.2(a)(1).
 - (c) For the period from the beginning of the term of this Agreement through the day before the effective dates noted above and in Section 18.3, health, vision, and dental coverage, as applicable, shall be provided to Eligible Employees and Eligible Retirees by the District pursuant to and to the extent of the terms of the agreement, including amendments thereto, covering the period immediately preceding this Agreement.

§18.3 Health and dental coverage for retirees.

- (a) Each Eligible Retiree shall be provided by the District an opportunity to participate in the benefits described above in Section 18.2, as such benefits might be altered from time to time by negotiations between the District and the Association for active employees, until such date as he becomes eligible to enroll in Medicare Part A or Part B ("Medicare Eligibility Date"), upon which date, the Eligible Retiree's participation in the plans affording such benefits shall terminate; provided, however, that the spouse/dependent of such Eligible Retiree may continue to participate until his own Medicare Eligibility Date, after which the following shall also be offered to such spouse/dependent; and provided, however, that such Eligible Retiree may elect the option set forth in the Section 18.3(b). From and after an Eligible Retiree's Medicare Eligibility Date, the District shall provide him the opportunity to participate in a Medicare Advantage plan. In the event that the District does not offer an Eligible Retiree who has reached his Medicare Eligibility Date the opportunity to participate in a Medicare Advantage plan that provides dental coverage, the District shall permit such Eligible Retiree to continue his participation in a plan described in Section 18.2(a)(2) until such time as the District offers him the opportunity to participate in a Medicare Advantage plan that provides dental coverage.
- (b) An Eligible Retiree may elect, for the two (2) year period commencing on the Eligible Retiree's Medicare Eligibility Date ("Option Period"), to either: (1) enroll in the Medicare Advantage plan or (2) enroll in Medicare and continue his participation on the terms that were in effect on the day before his Medicare Eligibility Date. Each Eligible Retiree may again elect between the aforementioned options, to be effective immediately after the Option Period, so long as the Eligible Retiree provides the District with a written election at least sixty (60) days before the end of the Option Period.

§18.4 Contributions to the cost of providing health benefits.

- (a) The District shall pay an amount equal to ninety percent (90%) of all premiums and premium equivalents due for the benefits described in Sections 18.2(a)(1) and 18.3. In addition, the District shall pay an amount equal to one hundred percent (100%) of all premium equivalents and premium contributions due for the benefits described in Sections 18.2(a)(2) and 18.2(a)(3). An Eligible Retiree shall pay the same applicable contribution as active employees, which may increase from year to year. The District shall reimburse an Eligible Retiree who enrolls in Medicare Part B the amount paid by such Eligible Retiree for Medicare Part B premiums, up to the annual amount of the Medicare Part B premium, for any such premiums paid after the Eligible Retiree provides enrollment verification to the District, and

shall do so pro rata in January and July of each year.

- (b) If an Eligible Retiree elects to enroll in the Medicare Advantage plan and waive his right to Medicare reimbursement under Section 18.3, the District shall pay an amount equal to one hundred percent (100%) of all premiums and premium equivalents due for the benefits described in Sections 18.2(a)(1) and 18.3.
- (c) Each Eligible Employee or Eligible Retiree who is eligible to participate in the plans described in Sections 18.2 and 18.3 shall, as a condition of his participation in such plans, remit to the District an amount equal to that portion of the premiums or premium equivalents (as applicable) not paid for by the District pursuant to the preceding paragraph due for his coverage (and that of any spouse and dependents enrolled through him) under such plans. The District shall afford all employees eligible to participate in one (1) or more of the plans described in Section 18.2 an opportunity to participate in a premium conversion plan through which they may pay their share of premiums and premium equivalents due for their coverage under such plans via pre-tax withholding from their wages, which premium conversion plan may require an affirmative written election by employees who do not wish to pay their share of premiums or premium equivalents via pre-tax withholding. Eligible Retirees shall pay installments, in advance, on the first day of July, October, January, and April.
- (d) Furthermore, under no circumstances shall an employee's annual contribution be increased by more than fifty percent (50%) of his annual salary increase for that school year.

§18.5 Participation while on unpaid leave. An employee who is on an unpaid leave of absence from his employment with the District that qualifies as leave to which the employee is entitled under the Family and Medical Leave Act of 1993, as amended ("FMLA leave"), may continue his participation in plans described in Section 18.2 in which he is participating on the date of the commencement of such leave by making all contributions therefor required under Section 18.4. An employee who is on an unpaid leave of absence from his employment with the District that is not FMLA leave shall be required to pay the District an amount equal to: (a) for the first month of such leave, the contributions determined under Section 18.4 for such month, and (b) for the remainder of such leave, one hundred and two percent (102.00%) of the premiums or premium equivalents therefor, as a condition of the continuation of his participation in such plans for the duration of such leave.

§18.6 Cash-in-lieu of health benefits.

- (a) The District shall permit each Eligible Employee the opportunity to elect to receive a cash benefit equal to one thousand two hundred dollars (\$1,200.00) in exchange for the Eligible Employee's waiver of his right to participate as an employee without regard to participation as a spouse/dependent in the benefits described in Section 18.2(a)(1) for any fiscal year of the District. Such a waiver shall be made in writing prior to the first day of the fiscal year for which it shall be effective or, for newly Eligible Employees, during an initial enrollment period specified by the District, and otherwise be made on such forms and at such times as the District shall determine from time to time. If the Eligible Employee who executes such a waiver has a spouse who: (a) is an employee of the District at the time of the waiver and (b) does not otherwise elect to participate in the benefits described in Section 18.2(a)(1), such spouse shall receive a cash benefit equal to six hundred dollars (\$600.00), but only if such spouse does not receive a greater amount under another agreement or benefit plan.
- (b) Once made, such a waiver shall be irrevocable for the fiscal year for which it has been made; provided, that an Eligible Employee who waives his right to participate in the benefits described in Section 18.2(a) on account of his enrollment in other similar benefits or coverage shall be permitted to revoke his waiver and elect to commence participation in the plan providing the benefits described in Section 18.2(a) upon the loss of such other coverage, subject to the terms and conditions of such plan. In the event that a waiver of benefits is revoked by an Eligible Employee mid-fiscal year, as permitted by the preceding sentence, the

cash benefit to which he shall be entitled for the fiscal year shall be reduced by one hundred dollars (\$100.00) for every full or partial month in which he participates in benefits described in Section 18.2(a) during such fiscal year. If already paid to the Eligible Employee, the amount by which his cash benefits are reduced shall be added to the employee's share of premiums or premium equivalents due for the fiscal year under Section 18.4. If an Eligible Employee becomes newly eligible for and makes an appropriate election to receive cash benefits described in this section mid-year, the cash benefit for which he shall be eligible shall be prorated as described in the second sentence of this paragraph.

§18.7 Health flexible spending account. The District shall afford each Eligible Employee the opportunity to participate in a health flexible spending account plan ("Health FSA") into which he may elect to have contributions made via pre-tax withholding from his or her wages. All costs of administration of the Health FSA will be borne by the District.

§18.8 Disability insurance. The District shall provide disability insurance benefits to all employees. The District shall deduct from an employee's salary the amount provided under Section 209 of the Workers' Compensation Law as the employee's contribution for the cost of providing said insurance.

§18.9 Insurance/sick leave cash-in. Upon submitting an irrevocable written notice of their retirement, an employee can avail themselves of a sick leave cash-in benefit according to the following procedures:

- (a) All employees who have accumulated sick leave at the time of retirement shall be paid as follows:

Less than six (6) months' notice:	Forty dollars (\$40.00) per day
Six (6) months to one (1) year notice:	
Ten (10) month employees	Sixty dollars (\$60.00) per day
Eleven (11) month employees	Sixty-five dollars (\$65.00) per day
Twelve (12) month employees	Seventy dollars (\$70.00) per day
One (1) year or greater notice:	
Ten (10) month employees	Seventy dollars (\$70.00) per day
Eleven (11) month employees	Seventy-three dollars (\$73.00) per day
Twelve (12) month employees	Seventy-five dollars (\$75.00) per day

- (b) All monies shall be deposited into an employee's eligible 403(b) account within thirty (30) days of retirement.

§18.10 Term life insurance – Grades VIII – X. The District shall provide term life insurance in the amount of fifty thousand dollars (\$50,000.00) for each employee designated "supervisor" or "coordinator" prior to June 30, 2009, and ten thousand dollars (\$10,000.00) for each employee not designated "supervisor" or "coordinator" as of June 30, 2009. The employee may elect to purchase, at his expense, additional coverage up to the limits of the District's plan and subject to all requirements of the insurance carrier. The employee may elect to continue his coverage, at his expense, after retirement subject to the limitations of the carrier.

ARTICLE 19 – PERSONNEL FILES

Section	Section
§19.1 Access	§19.3 Additions to files
§19.2 Copies of documents	

§19.1 Access. An employee shall have access to his official personnel file upon forty-eight (48) hours' notice to the Director of Human Resources and Employee Relations. Only pre-hire or confidential reference material may be excluded from an employee's review of his file.

§19.2 Copies of documents. Upon written request to the Director of Human Resources and Employee Relations, an employee shall be furnished with a copy of any accessible document in his personnel file.

§19.3 Additions to files. Documents to be placed in a personnel file shall bear the notation C: Personnel File at the bottom of the employee's copy. An employee may write a response to a document placed in his personnel file; the response shall be attached to the document.

ARTICLE 20 – WORKING CONDITIONS

Section		Section	
§20.1	Work week/work year	§20.8	Legal counsel
§20.2	Work week/work year: Grade V Licensed practical nurse	§20.9	Confidential information
§20.3	Work week/work year: Grade VI Registered Nurse	§20.10	Probationary period
§20.4	Summer nurse positions	§20.11	Severance of services
§20.5	Break time	§20.12	Discipline and discharge
§20.6	Organizational activities	§20.13	Administration of internal medicine
		§20.14	Lunch hour
		§20.15	District professional development committee
§20.7	Snow days		

§20.1 Work week/work year.

(a) Grades I – IV.

- (1) Office employees shall work thirty-five (35) hours per week from September first through June thirtieth. They shall work thirty-two and one-half (32.5) hours per week from July first through August thirty-first.
- (2) Teacher aides, school monitors, personal aides, bus attendants and ten (10) month clerks shall work only when school is in session.
- (3) Before the end of each school year, the appropriate District official will notify each returning employee of the hours of work for the next school year, including the time the employee is to report to work and the time his workday will end. Adjustments to the aforesaid times may be made because of unforeseen circumstances.
- (4) By the end of the school year, the daily lunch time shall be set within twenty-four (24) hours of the immediate supervisor's consultation with the employee.
- (5) Bus monitors. In lieu of bus monitors attending the four (4) scheduled Superintendent conference days during the school year, bus monitors shall attend bus monitor training and Superintendent conference days as follows: August – bus monitor training; October or November – one (1) Superintendent conference day; January – bus monitor training; March or April – one (1) Superintendent conference day. In the event that the Superintendent's conference days do not conform to the above schedule, the parties shall meet in July to develop an alternative schedule for bus monitors.

(b) Grades VII – X.

- (1) Employees shall work thirty-seven and one-half (37.5) hours per week from September first through June thirtieth. They shall work thirty-five (35) hours per week from July first through August thirty-first. The work year shall be defined as July first to June thirtieth.

- (2) Before the end of each school year, the appropriate District official will notify each returning employee of the hours of work for the next school year, including the time the employee is to report to work and the time his workday will end. Adjustments to the aforesaid times may be made because of unforeseen circumstances.
- (3) By the end of the school year, the daily lunch time (sixty [60] minutes duty-free) shall be set within twenty-four (24) hours of the immediate supervisor's consultation with the employee.

§20.2 Work week/work year – Grade V Licensed Practical Nurse. The work year for LPNs shall be the teacher work year. Said employees shall be paid in accordance with the Grade V 10-Month LPN Salary Schedule.

§20.3 Work week/work year – Grade VI Registered Nurse.

- (a) The workday shall be seven and one-half (7.5) hours.*
- (b) The work year for Registered Nurses (other than newly-hired nurses who may be required to attend additional orientation sessions) shall begin no earlier than one (1) day prior to the first day that students are required to report for the opening of the school year and shall end no later than the last day of school for students. Registered Nurses shall otherwise work the same days that teachers are scheduled to work, with the exception of holidays, which shall be observed in accordance with Article 12. Work beyond the scheduled work year shall be paid at the RN's per diem rate or portion thereof.
- (c) A lunch period equivalent to forty (40) minutes.
- (d) Conference and professional visitation leave. RNs may request approval from the Supervisor for Health Services and Physical Education to attend professional meetings and visitations within or outside the District.
- (e) Education Leave. RNs may be granted a leave without pay for educational purposes for a period of not more than two (2) years by the Board.

* Preparation time shall be the individual RN's responsibility with the approval of their supervisor. A log shall be maintained by the RN documenting their work activity.

§20.4 Summer nurse position(s).

- (a) For the period of July 1st to September 1st, the district shall determine nursing needs and staffing and hire Licensed Practical Nurse(s) (LPNs) and Registered Nurse(s) (RN) to provide coverage for any ECSD affiliated, grant funded or supported extended school year program.
- (b) The work day shall be a maximum of seven and one-half (7.5) hours.
- (c) Each LPN and RN is entitled to a daily duty free lunch of at least thirty (30) minutes in length.
- (d) By May 1st of each school year, the Director of Student Services will make a recommendation to the Superintendent of Schools or his/her designee on the staffing needs for any ECSD affiliated, grant funded or supported extended school year program.
- (e) All positions will be posted by May 15th of each year. Positions will be filled in accordance with §27.4 of the Agreement.
- (f) Summer LPNs and RNs will be compensated their per diem rate for each day worked.

- (g) The typical duties shall include but are not limited to:
1. Provide coverage to ARCADE, APEX, ESAP, ESY, FINN programming and any other ECSD affiliated or supported extended school year program;
 2. Processing and providing of working permits;
 3. Assist with summer physicals;
 4. Attend field trips associated with summer programming;
 5. Assist with the ordering and inventorying of supplies;
 6. Athletic clearance session for fall sports (main session in August plus reach out to parents at orientation sessions during the summer);
 7. Assist with the processing of new entrant's health records/planning for care. This will include reviewing medical histories, immunizations, etc.;
 8. Assist with "thinning" of student health records as needed;
 9. The RN summer position will provide oversight to the LPN summer positions in addition to the responsibilities listed above.

§20.5 Break time. There shall be a maximum of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon for employees who work twenty (20) or more hours per week. By the end of the first week of the school year, the daily break time shall be set with the employee's immediate supervisor after consultation with the employee.

§20.6 Organizational activities. No employee shall engage in organizational activities during the workday unless elsewhere authorized by this Agreement or prior approval has been obtained from the Director of Human Resources and Employee Relations.

§20.7 Snow days.

- (a) District-wide closures. If the Superintendent cancels school on a District-wide basis or closes the District due to weather (e.g., "snow day"), state of emergency, or similar event, employees will not report to work unless expressly called in as set forth in §20.7(d).
- (b) Building-specific closures. If the Superintendent cancels school for or closes one or more specific buildings, but less than the entire District due to weather, state of emergency, or similar event, employees will not report to work unless expressly called in as set forth §20.7(d).
- (c) Delayed openings. If the Superintendent implements a delayed opening rather than a cancellation or a closure, employees shall be expected to report as soon as they can safely do so. Where conditions prevent an employee from arriving at or before the delayed opening time, the employee should contact his supervisor and provide his estimated arrival time.
- (d) Call-ins. If the District calls in an employee in spite of a cancellation or closure as noted above, the employee shall be compensated at the rate of time and one-half (1-1/2). Employees who are called in should report as soon as they can safely do so.
- (e) Unused days. If the Superintendent cancels school on a District-wide basis in order to use of an otherwise unused "snow" or emergency day, employees will be given such days off without loss of pay.
- (f) Bus attendants. If the District implements a delayed opening rather than a cancellation or closure, bus attendants shall report in accordance with the delayed opening schedule applicable to drivers or when safe to do so. Bus attendants shall be compensated for two (2) hours at their per diem hourly rate for each delayed opening in addition to their compensation for hours actually worked. Payment shall be made within one (1) calendar month. An attendant who is unable to report for the delayed opening due to other employment shall be

allowed to use personal time should such time be available.

§20.8 Legal counsel. The District will provide free legal counsel to an employee who is the subject of a lawsuit arising out of the use of his personal vehicle in the performance of his duties.

§20.9 Confidential information. An employee who handles confidential information shall not disclose such information. A breach of this section shall be cause for disciplinary action.

§20.10 Probationary period. Effective July 1, 2010, all newly hired twelve (12) month employees shall serve a fifty-two (52) week probation period. All newly hired ten (10) month employees shall serve a forty (40) week probation period. Upon successful completion of the probationary period, the employee shall receive a three hundred fifty dollar (\$350.00), one (1) time payment. Employees hired prior to July 1, 2009, and are still under probation, shall continue to serve their six (6) month probationary period.

§20.11 Severance of services.

- (a) An employee shall give two (2) weeks' written notice of resignation to the Director of Human Resources and Employee Relations. The employee shall send a copy of the notice to his immediate supervisor.
- (b) If the District terminates the services of a full-time employee, it shall give the employee at least two (2) weeks' written notice.

§20.12 Discipline and discharge.

- (a) Grades I – IV and VII – X. No employee who has completed his probationary period shall be disciplined or discharged except for just cause. The discipline or discharge of a probationary employee shall not be subject to just cause standards.
- (b) Grades V, VI and SWAs. LPNs, RNs, and SWAs shall be probationary for their first twelve (12) months of actual service with the District. After this time, the sole standard by which the District can discipline or discharge these employees shall be just cause. The District shall pay the full cost of arbitration for discipline and discharge procedures.
- (c) Grades VII – X. Any employee who was accreted, and successfully completed six (6) months of employment prior to July 1, 2009, will be entitled to just cause for discipline and/or discharge.

§20.13 Administration of internal medicine. If under exceptional circumstances a child is required to take internal medication during school hours and the parent cannot be at school to administer the medication, only the school nurse, the building principal, or the principal's designee will administer the medication in compliance with the following District-established guidelines.

- (a) Written instructions, signed by the parent and physician, accompanied by a signed note from the parent will be required. The signed, written instructions will include the child's name, the name of medication, the purpose of medication, the time the medication is to be administered, the dosage, possible side effects, and the termination date for administering the medication. At no time shall District personnel, including the school nurse, be required to make a diagnosis regarding whether medicine is required.
- (b) The instructions along with the medicine will be delivered in person by the parent, guardian or responsible adult to the school nurse.
- (c) The school nurse will act as liaison with the child's physician as required. The school nurse shall, as necessary, inform appropriate school personnel of the child who is taking medication and shall maintain a record of said medication. When medication is no longer prescribed, the

school nurse shall return the unused medication to the parent, guardian or responsible adult.

- (d) Parents must assume full responsibility for informing the school nurse of any change in a child's health or change in medication.
- (e) The District retains sole discretion to reject requests for the administration of medication.
- (f) A copy of this policy will be provided to parents when they request the administration of medication in school.
- (g) If medication must be administered when school is in session and at times when the school nurse is unavailable in the building, the building principal or his designee may administer the medication. If the principal or his designee does not wish to administer the medication, the principal shall develop an alternative procedure for administering the medication.
- (h) Aspirin or other nonprescription drugs shall not be administered in school unless the above-described procedure is followed.

§20.14 Lunch Hour. No employee will be required to attend lunch hour meetings. Employees will have a work-free and duty-free lunch hour.

§20.15 District Professional Development Committee.

- (a) Work with administration to develop a comprehensive education plan which includes clearly stated District initiatives;
- (b) Use the District Initiatives to plan Professional Development offerings which support and enhance professional growth of all members regardless of grade level, department or title;
- (c) The Committee will assist in developing, conducting and analyzing a Professional Development Survey. This survey will be one of the tools utilized to evaluate the program and establish future District Comprehensive Educational Professional Development Plans.
- (d) The Professional Development Planning Committee will hold a minimum of four (4) meetings during the school year for which time may be provided and additional days in July/August as are deemed necessary by the Committee.
- (e) The Committee shall be made up of up to four (4) ISEA representatives chosen by the ISEA President, to represent all ISEA membership groups. The Committee will also include two (2) administrative appointees and be open to the Superintendent and the ISEA union President.
- (f) At the first meeting of each year, the Committee chairperson (administrative) will establish meeting dates and times as well as set the agenda for each meeting.
- (g) The Committee shall make decisions based on the consensus model. The committee's decisions cannot affect the terms and conditions of employment of the powers of the Superintendent and the Board in accordance with the Education Law.

ARTICLE 21 – SUBSTITUTE WORKERS

Section		Section	
§21.1	Employment of substitutes	§21.5	Rate of pay
§21.2	Creation of positions	§21.6	Seniority

§21.3 Time limitation
§21.4 Job duties

§21.7 Reassignment
§21.8 Discontinuance of services

§21.1 Employment of substitutes.

- (a) The District reserves the right to employ substitute workers according to the procedures hereinafter described for an absence of two (2) months or less.
- (b) If the District fills a position of an employee who will be absent for more than two (2) months, it may fill the position with a long-term substitute.

§21.2 Creation of positions. The District will not, under the provisions of this article, create a position which exceeds the provisions of an understandings associated with Article 21 of this Agreement.

§21.3 Time limitation. The District has five (5) workdays from notice of an employee's absence to determine whether to provide a long-term substitute to fill an encumbered position. If the District determines that a position is not to be filled at the end of the five (5) workdays, the work will not be detailed to employees.

§21.4 Job duties. Job duties and expectations will be explained by an immediate supervisor to a substitute worker or long-term substitute. If job requirements change, the substitute worker or long-term substitute will be notified and the new requirements explained.

§21.5 Rate of pay.

- (a) Employee. If a substitute worker is an employee, he shall be paid his same salary for substituting in a position in the same grade. If an employee substitutes in a position in a higher grade than their regular position, then he will be paid in accordance with Section 4.9.
- (b) Non-unit employee. Non-unit employees employed as substitutes shall be paid at rates set by the District.

§21.6 Seniority. Substitute workers and long-term substitutes, where applicable, will continue to accrue seniority in their former classifications.

§21.7 Reassignment. If the job performance of a substitute worker, who is an employee, is not satisfactory, he will be reassigned to his former position. An administrator's decision to remove an employee will be based on observable and measurable criteria. The decision and basis for a decision to remove an employee will have no official standing, nor will it be used by the District against the employee.

§21.8 Discontinuance of services. If a substitute worker is unwilling to continue filling an encumbered position, he shall provide at least forty-eight (48) hours' notice of a desire to discontinue his services.

ARTICLE 22 – HEALTH AND SAFETY COMMITTEE

Section		Section	
§22.1	Committee established	§22.4	Meetings
§22.2	Composition	§22.5	Decisions
§22.3	Jurisdiction		

§22.1 Committee established. The establishment and activities of the Health and Safety Committee described in this section shall not occur unless Commissioner's Regulation, Part 155 is repealed.

§22.2 Composition. The committee shall be composed of two (2) representatives appointed by the District and two (2) employees appointed by the Association president.

§22.3 Jurisdiction. The jurisdiction of the committee shall include all matters of safety concerning

employees. The foregoing is intended to be illustrative and not inclusive.

§22.4 Meetings. The committee shall meet at least quarterly. Special meetings may be convened upon call of any two (2) committee members.

§22.5 Decisions. Decisions of the committee shall be by majority vote, provided, however, that an equal number of representatives appear at a committee meeting. The decisions of the committee shall be advisory to the District

ARTICLE 23 – EVALUATION

Section		Section	
§23.1	General principles	§23.3	Procedure
§23.2	Evaluators		

§23.1 General principles.

- (a) For the 2018-2019 school year, the parties will gather information and continuing piloting-the current evaluation system. The parties will negotiate any changes based upon their findings. The forms are incorporated into this Agreement as Appendix B. The parties agree that prior to full implementation of the new evaluation system, the parties will meet, discuss and negotiate any changes, additions or deletions to the evaluation system and incorporate said changes into the collective bargaining agreement.
- (b) No Grades I, IA or V evaluation shall take place after June first and no Grades II, III, IV, VI VII, VIII, IX, X evaluation shall take place after June thirtieth.

§23.2 Evaluators. Only an employee’s immediate supervisor may evaluate an employee. In the event, there is a dispute over an employee’s immediate supervisor, the Association president and Human Resource Director or his designee shall determine who will conduct the evaluation.

§23.3 Procedure.

- (a) The evaluation period for employees is July first through June thirtieth for twelve (12) month employees. The evaluation period for ten (10) month and eleven (11) month employees is July first to June fifteenth.
- (b) An evaluator shall notify an employee prior to the evaluation. All post-evaluation conferences will occur within fifteen (15) calendar days after the evaluation. Under no circumstance will any post-conference happen after June fifteenth for Grades I and V and July fifteenth for all other grades.

ARTICLE 24 – SUBCONTRACTING

Section		Section	
§24.1	Conditions	§24.2	Procedure

§24.1 Conditions. The District will not subcontract bargaining unit work unless the conditions for subcontracting meet the criteria established by the New York State Public Employment Relations Board as set forth in its official decisions.

§24.2 Procedure. The provisions of this article are not intended to be an explicit waiver on the part of the Association respecting its statutory rights nor are said provisions intended to be a waiver of the rights of the District to subcontract provided that the appropriate procedures have been fulfilled.

ARTICLE 25 – REDUCTION IN FORCE

Section		Section	
§25.1	Applicability	§25.5	Preferred eligible list
§25.2	Seniority defined	§25.6	Recall prior to July 1, 1997
§25.3	Seniority areas	§25.7	Recall on or before July 1, 1997
§25.4	Layoff procedure		

§25.1 Applicability. The provisions of Sections 26.3, 26.4, 26.5, 26.6 and 26.7 of this article apply only to teacher aides, bus attendants, school monitors, personal aides or the seniority areas listed in Section 26.3.

§25.2 Seniority defined. The term seniority means an employee's total number of months of continuous employment in the District. Seniority is computed beginning with the date of an employee's actual commencement of employment or the date of an employee's processing by the District, whichever comes first.

§25.3 Seniority areas. Seniority areas are defined as:

- (a) teacher aides, inclusive of personal aides hired before July 1, 1997, classroom, transportation, and pool aides;
- (b) personal aides hired on or after July 1, 1997; and,
- (c) school monitors.

§25.4 Layoff procedure. Employees shall be laid off in the inverse order of hire.

§25.5 Preferred eligible list. An employee who has been laid off shall have his name placed on a preferred eligible list for five (5) years, together with his total District service.

§25.6 Recall prior to July 1, 1997. Employees shall be recalled from the preferred eligible list in the inverse order of layoff.

§25.7 Recall on or after July 1, 1997.

- (a) Employees, other than personal aides, shall be recalled from the preferred eligible list in the inverse order of layoff.
- (b) Personal aides. Effective July 1, 1997, if an individual is hired as a personal aide (an aide hired to meet the needs of handicapped students on a one-to-one basis) and the student to which they are assigned leaves the District or no longer requires one-to-one aide service, the personal aide shall be:
 - (1) placed on a preferred eligible list to be assigned the next student to need one-to-one services; or,
 - (2) be assigned the next aide vacancy for which they are qualified which has the same number of hours.

ARTICLE 26 – VACANCIES

Section		Section	
§26.1	Posting	§26.4	Filling positions
§26.2	Applications	§26.5	Notice to Association
§26.3	Applicant list		

§26.1 Posting.

- (a) The District shall post a notice of unit vacancies of twenty (20) or more hours per week in a conspicuous place in each school building. Notwithstanding the foregoing, the District shall not be required to post notices for temporary positions.
- (b) A position shall be posted for at least the lesser of:
 - (1) ten (10) workdays; or,
 - (2) a list can be provided by the personnel office with at least four (4) qualified unit employees who have applied.
- (c) Posting shall contain a description of the position and any qualifications in addition to the Civil Service requirements.
- (d) If a ten (10) month vacancy occurs during July or August, the District shall post the vacancy and send a notice of the vacancy to the Association president.

§26.2 Applications. Any qualified employee may submit a written application for a posted position.

§26.3 Applicant list. The personnel office shall create a list from the applicants meeting the posted qualifications for interview by the appropriate District administrator. The individual recommended for appointment must be from this list.

§26.4 Filling positions.

- (a) Vacancies shall be filled in accordance with the provisions of the Civil Service law. In filling vacancies, the District will consider training, experience, and length of service with the District.
- (b) If the District hires an applicant who is not a unit employee for a position of thirty (30) hours or more, upon written request of the Association president, the District will provide a written explanation of why the applicant was selected within five (5) business days of receipt of that request. Appointments for a position of thirty (30) hours or more to a non-unit employee are grievable. Other appointments are not grievable.
- (c) All qualified ISEA members, upon application, have a right to an interview prior to a permanent position being filled.

§26.5 Notice to Association. The Director of Human Resources and Employee Relations shall notify the Association president of all classification changes and job write-ups for newly created positions concurrent with notice to the Civil Service Commission.

ARTICLE 27 – TRANSFERS

Section	Section
§27.1 Transfer defined	§27.3 Involuntary transfer
§27.2 Voluntary transfer	§27.4 Considerations

§27.1 Transfer defined. The term transfer means moving from one position to another at the same salary step or at a lower salary step.

§27.2 Voluntary transfer. Requests for voluntary transfer shall be submitted to the Director of Human Resources and Employee Relations.

§27.3 Involuntary transfer. An involuntary transfer shall be made only after a meeting between the Superintendent or his designee and the affected employee. The employee shall be advised at the meeting of the reasons for the transfer.

§27.4 Considerations. In making voluntary and involuntary transfers, the District agrees to consider the training, experience, length of service in the District, and the job performance of affected employees.

ARTICLE 28 – PROMOTIONS

Section	Section
§28.1 Promotion defined	§28.3 Salary step placement
§28.2 Promotional progression	§28.4 Considerations

§28.1 Promotion defined. The term promotion means moving from one position to another at a higher classification.

§28.2 Promotional progression. The promotional progression is from Grade I to Grades II, III, IV; from Grade II to Grades III, IV; and from Grade III to Grade IV.

§28.3 Salary step placement. When an employee is promoted, the District may place said employee up to "Step 5" on the applicable salary schedule, but in no event shall such a promoted employee earn less than an hourly wage equal to or greater than one and seven one-hundredths (1.07) times the hourly wage that he earned in his former position.

§28.4 Considerations. The District shall consider training, experience and length of service in the District when promoting employees.

ARTICLE 29 – BUS ATTENDANT

Section	Section
§29.1 Job title	§29.8 Vacation leave
§29.2 Compensation	§29.9 Work week/Work year
§29.3 Sick leave	§29.10 Break time
§29.4 Family illness	§29.11 Snow days
§29.5 Personal leave	§29.12 Probationary period
§29.6 Bereavement leave	§29.13 Lunch hour
§29.6.1 Religious holidays	§29.14 Right to representation
§29.6.2 Emergency leave	§29.15 Discipline and discharge
§29.7 Holidays	§29.16 Miscellaneous

§29.1 Job title. Bus attendants are Grade I employees as set forth in Article 4.1(a).

§29.2 Compensation. Bus attendants will be compensated in accordance with Article 4 and Appendix A of the collective bargaining agreement.

§29.3 Sick Leave.

- (a) Effective January 1, 2019, newly hired ten (10) month bus attendants shall be entitled to five (5) days' sick leave upon hiring. Beginning with their second month of employment, they will begin to accrue one (1) additional sick day for every two months at the beginning of each month to a maximum of ten (10) sick leave days (see chart per Article 7).
- (b) A ten (10) month bus attendant shall be entitled to ten (10) days' sick leave for the first ten (10) years of employment.

- (c) A ten (10) month bus attendant shall be entitled to twelve (12) day' sick leave beginning with the eleventh year of employment. Sick leave may accumulate to a maximum of two hundred twenty (220) days.
- (d) Effective July 1, 2019, a bus attendant in their final year of employment with the District (retirement or voluntary severance) shall have their sick leave pro-rated for that year of employment only.

§29.4 Family illness. Bus attendants can designate up to ten (10) days of their sick leave per year as family illness days. Family shall be defined as parent, son, daughter, spouse, and/or relative living in the household.

§29.5 Personal Leave.

- (a) **Allocation.** An employee shall be entitled to three (3) days' paid personal leave per year. If no personal leave days are used, the three (3) days, or any unused personal leave days, shall be added to the employee's accumulated sick leave.
- (b) **Purpose.** In general, personal leave will be granted for matters which cannot be taken care of outside regular school hours and for reasons serious enough as to cause undue inconvenience or hardship.
- (c) **Limitations.** Personal leave may not be used to extend a school holiday, but may be used in conjunction with vacation leave so long as the combination does not extend a school holiday while students are in regular attendance. If a member has an extenuating circumstance, permission may be granted by the District upon receipt of such request and review of the reasons.
- (d) **Additional leave.**
 - (1) The Director of Human Resources and Employee Relations may grant one (1) day additional personal leave under extenuating circumstances. Additional personal leave shall be deducted from an employee's sick leave.
 - (2) An employee wishing to use additional personal leave shall submit a written request with the reason therefore to the Director of Human Resources and Employee Relations.

§29.6 Bereavement Leave.

- (a) **Death in immediate family; immediate family defined.** An employee shall be entitled to five (5) days paid leave for a death in the immediate family. The term immediate family means an employee's parents, child, grandchild, sibling, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.\
- (b) **Death outside immediate family.** An employee shall be entitled to one (1) day paid leave for the death of an aunt, aunt-in-law, foster brother, foster sister, grandparent, half-brother, half-sister, nephew, niece, uncle, or uncle-in-law, provided, however, that the Director of Human Resources and Employee Relations may allow up to five (5) days' paid leave when one (1) of aforementioned persons was in effect a member of the immediate family, e.g., a grandparent who had assumed the role of parent. Any days granted in excess of the one (1) day shall be taken as consecutive days.

§29.6.1 Religious Holidays. A request for time off for religious observance shall be submitted to an employee's immediate supervisor.

§29.6.2 Emergency Leave. The Director of Human Resources and Employee Relations may allow emergency leave to be charged to sick leave.

§29.7 Holidays.

- (a) Ten (10) month bus attendants who work twenty (20) or more hours per week shall have five (5) paid holidays per year.
- (b) Ten (10) month bus attendants who work less than twenty (20) hours per week shall have two (2) paid holiday per year.

§29.8 Vacation Leave. Bus attendants are ineligible for vacation leave.

§29.9 Work week/Work year.

- (a) Bus attendants shall work only when school is in session.
- (b) Before the end of each school year, the appropriate District official will notify each returning employee of the hours of work for the next school year, including the time the employee is to report to work and the time his workday will end. Adjustments to the aforesaid times may be made because of unforeseen circumstances.
- (c) By the end of the school year, the daily lunch time shall be set within twenty-four (24) hours of the immediate supervisor's consultation with the employee.
- (d) In lieu of bus monitors attending the four (4) scheduled Superintendent conference days during the school year, bus monitors shall attend bus monitor training and Superintendent conference days as follows: August – bus monitor training; October or November – one (1) Superintendent conference day; January – bus monitor training; March or April – one (1) Superintendent conference day. In the event that the Superintendent's conference days do not conform to the above schedule, the parties shall meet in July to develop an alternative schedule for bus monitors.

§29.10 Break time. There shall be a maximum of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon for employees who work twenty (20) or more hours per week. By the end of the first week of the school year, the daily break time shall be set with the employee's immediate supervisor after consultation with the employee.

§29.11 Snow days. If the District implements a delayed opening rather than a cancellation or closure, bus attendants shall report in accordance with the delayed opening schedule applicable to drivers or when safe to do so. Bus attendants shall be compensated for two (2) hours at their per diem hourly rate for each delayed opening in addition to their compensation for hours actually worked. Payment shall be made within one (1) calendar month. An attendant who is unable to report for the delayed opening due to other employment shall be allowed to use personal time should such time be available.

§29.12 Probationary period. All newly hired bus attendants shall serve a forty (40) week probation period. Upon successful completion of the probationary period, the employee shall receive a three hundred fifty dollar (\$350.00), one (1) time payment.

§29.13 Lunch Hour. No employee will be required to attend lunch hour meetings. Employees will have a work-free and duty-free lunch hour.

§29.14 Right to Representation. When an employee is summoned to a meeting on matters relating to discipline or discharge, he shall be notified before the meeting that he has the right to Association representation.

§29.15 Discipline and discharge. No bus attendant who has completed his/her probationary period shall be disciplined or discharged except for just cause. The discipline or discharge of a probationary employee shall not be subject to just cause standards.

§29.16 Miscellaneous. All other terms and conditions of employment as specified in the collective bargaining agreement not enumerated above in Article 29, will apply to bus attendants as well.

ARTICLE 30 – RIGHT TO REPRESENTATION

Section

§30.1 Representation

§30.1 Representation. When an employee is summoned to a meeting on matters relating to discipline or discharge, he shall be notified before the meeting that he has the right to Association representation.

ARTICLE 31 – GRIEVANCE PROCEDURE

Section

§31.1 Definitions
§31.2 General provisions
§31.3 Time limit
§31.4 Level one

Section

§31.5 Level two
§31.6 Level three
§31.7 Election of remedies

§31.1 Definitions.

- (a) The term *grievance* means a complaint by an employee, a group of employees or the Association of a violation, misapplication or misinterpretation of the terms of this agreement.
- (b) The term *representative* means any person designated by the Association to represent an employee in processing a grievance at any level of this procedure.
- (c) The term *aggrieved party* means any employee, group of employees or the Association.

§31.2 General provisions.

- (a) An employee shall be entitled to be represented at any stage of this procedure by a representative.
- (b) All grievances shall be in writing on the standard grievance forms. The Director of Human Resources and Employee Relations shall provide to the Association grievance chairperson forms for filing and appealing grievances. Copies of the forms are set forth in Appendices C-1 and C-3, respectively.
- (c) The District and the Association shall disclose to each other material pertinent to a grievance at all levels of this procedure upon twenty-four (24) hours' notice. The provisions of Section 31.2(c) shall not apply to pre-hire materials, confidential recommendations, or materials that are personal in nature, which do not specifically affect a pending grievance.

- (d) No documents, communications or records dealing with a grievance shall be placed in an employee's personnel file.
- (e) If a grievance is adjusted without formal determination, the adjustment shall be final and binding upon an aggrieved party and any party in interest consenting to the adjustment. No adjustment shall be implemented without the written consent of the Association. An adjustment made pursuant to the provisions of §31.2(c) shall not create a precedent or ruling respecting future proceedings.
- (f) If a decision at one level of this procedure is not appealed to the next level within the specified time limit, the grievance will be deemed discontinued and further appeal under this procedure shall be barred.
- (g) All responses to grievances shall be on the standard grievance response form, a copy of which is set forth in Appendix C-2.
- (h) If a response is not received within the specified time limit, the Association may amend a grievance at any level to allege a violation of the grievance procedure. Said allegation shall be joined to and made a part of an arbitration on the merits of the original dispute. An arbitrator shall have the authority to fashion a remedy for a proven violation of the grievance procedure.

§31.3 Time limit. No grievance shall be entertained and such grievance shall be deemed waived unless it is filed within thirty (30) workdays after an employee knew of the act or condition upon which the grievance is based.

§31.4 Level one.

- (a) An aggrieved party shall submit a grievance to the immediate supervisor.
- (b) The immediate supervisor shall meet with the grievant and respond to the grievance within ten (10) workdays of receipt of the grievance.

§31.5 Level two.

- (a) If the decision at level one is not satisfactory, the aggrieved party may appeal the decision to the Superintendent within ten (10) workdays of receipt of the level one decision.
- (b) Within ten (10) workdays after receipt of an appeal, the Superintendent or designee shall hold a hearing with the aggrieved party.
- (c) The Superintendent shall render a written decision to an appeal within ten (10) workdays after a hearing has been held.

§31.6 Level three.

- (a) If the decision at level two is not satisfactory, the Association may submit the grievance to binding arbitration within ten (10) workdays after receipt of the level two decision.
- (b) The District and the Association shall abide by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The District and the Association shall share equally the costs of an arbitration.
- (d) The decision of the arbitrator shall be final and binding upon the District and the Association.

- (e) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. Except in discharge cases, the maximum arbitral award for any one (1) grievance shall not exceed fifty thousand dollars (\$50,000.00).

§31.7 Election of remedies. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums.

ARTICLE 32 – ASSOCIATION RIGHTS

Section	Section
§32.1 Telephone	§32.2 Business days

§32.1 Telephone. The Association may, at its own expense, install a telephone in the building where the Association president is housed.

§32.2 Business days. The Association shall have twenty (20) business days release time to conduct Association business. An Association business day equals one (1) employee for one (1) day. The release time shall include attendance at all Association conferences, but shall not include delegate attendance at the New York State Employees' Retirement convention. The Superintendent may, at his discretion, grant additional release days.

ARTICLE 33 – COPIES OF AGREEMENT

Section
§33.1 Copies provided

§33.1 Copies provided. The District shall provide a copy of this Agreement to a newly hired employee within twenty (20) days of his initial employment.

ARTICLE 34 – GENERAL PROVISIONS

Section	Section
§34.1 Management rights	§34.4 Inclusiveness of Agreement
§34.2 Plan for Participation	§34.5 Supersession
§34.3 Severability	§34.6 Execution of Agreement

§34.1 Management rights. The Association recognizes that among the vested rights of the District are the assignment and supervision of its employees, the determination of the number of employees to be hired, the right to hire, suspend, discharge, discipline, promote, demote, transfer, abolish positions, and to determine the number and schedule of hours to be worked. These rights are not inclusive; they merely point out the types of rights which are inherent to the District. Any and all rights, powers, and authority which the District possessed before the effective date of this Agreement are retained by the District. The provisions of Section 34.1 shall not operate to abridge existing federal, state or local civil service laws or the same as they may be amended from time to time.

§34.2 Plan for Participation. The Association agrees that it and the members it represents shall fully meet the requirements of the District Plan for Participation.

§34.3 Severability. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is found to be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

§34.4 Inclusiveness of Agreement.

- (a) This Agreement constitutes the complete agreement between the parties and shall not be altered, changed, added to, deleted from, modified or amended, except by a written agreement signed by the parties hereto.
- (b) The parties agree that for the life of this Agreement the other shall not be obligated to bargain collectively on any subject or matter included herein.

§34.5 Supersession. This agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

§34.6 Execution of Agreement. Upon completion and full accord of all parties of the terms of this Agreement, it shall be signed by the chief negotiators or their designees and be notarized as the final draft of the agreement. In the event of any errors or omissions upon execution of the agreement, same shall be corrected to conform to the executed and notarized true copy. In the event of any disputes arising hereafter under the terms of the agreement, the copy executed by the negotiating teams and thereafter notarized shall be considered the original agreement by the parties.

ARTICLE 35 – LEGISLATIVE APPROVAL

Section

§35.1 Section 204-a of the Public Employees’
Fair Employment Act

§35.1 Section 204-a of the Public Employees’ Fair Employment Act. 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 THE ADDITIONAL FUNDS THEREFORE. SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 36 – NO STRIKE

Section

§36.1 Affirmation

§36.1 Affirmation. The Association affirms that neither it nor the employees will authorize, sanction, condone, or acquiesce in, nor will any employee take part in, a strike or work stoppage of any kind.

ARTICLE 37 – DURATION

Section
§37.1 Term of agreement

§37.1 Term of agreement. This Agreement shall be effective July 1, 2018. to June 30, 2023.

SIGNATURES:

For the Elmira City School District

For the Instructional Support Educational
Association

Date

Date

APPENDICES

APPENDIX A – SALARY SCHEDULES

		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade 1 20 hours	1	\$ 8,214	\$ 8,732	\$ 9,250	\$ 9,768	\$ 10,286
	2	\$ 8,451	\$ 8,969	\$ 9,487	\$ 10,005	\$ 10,523
	3	\$ 8,688	\$ 9,206	\$ 9,724	\$ 10,242	\$ 10,760
	4	\$ 8,924	\$ 9,442	\$ 9,960	\$ 10,478	\$ 10,996
	5	\$ 9,161	\$ 9,679	\$ 10,197	\$ 10,715	\$ 11,233
	6	\$ 9,398	\$ 9,916	\$ 10,434	\$ 10,952	\$ 11,470
	7	\$ 9,635	\$ 10,153	\$ 10,671	\$ 11,189	\$ 11,707
	8	\$ 9,872	\$ 10,390	\$ 10,908	\$ 11,426	\$ 11,944
	9	\$ 10,108	\$ 10,626	\$ 11,144	\$ 11,662	\$ 12,180
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade 1 25 hours	1	\$ 10,268	\$ 10,915	\$ 11,563	\$ 12,210	\$ 12,858
	2	\$ 10,564	\$ 11,211	\$ 11,859	\$ 12,506	\$ 13,154
	3	\$ 10,860	\$ 11,507	\$ 12,155	\$ 12,802	\$ 13,450
	4	\$ 11,156	\$ 11,803	\$ 12,451	\$ 13,098	\$ 13,746
	5	\$ 11,452	\$ 12,099	\$ 12,747	\$ 13,394	\$ 14,042
	6	\$ 11,748	\$ 12,395	\$ 13,043	\$ 13,690	\$ 14,338
	7	\$ 12,044	\$ 12,691	\$ 13,339	\$ 13,986	\$ 14,634
	8	\$ 12,340	\$ 12,987	\$ 13,635	\$ 14,282	\$ 14,930
	9	\$ 12,636	\$ 13,283	\$ 13,931	\$ 14,578	\$ 15,226
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade 1 30 hours	1	\$ 12,321	\$ 13,098	\$ 13,875	\$ 14,652	\$ 15,429
	2	\$ 12,676	\$ 13,453	\$ 14,230	\$ 15,007	\$ 15,784
	3	\$ 13,031	\$ 13,808	\$ 14,585	\$ 15,362	\$ 16,139
	4	\$ 13,387	\$ 14,164	\$ 14,941	\$ 15,718	\$ 16,495
	5	\$ 13,742	\$ 14,519	\$ 15,296	\$ 16,073	\$ 16,850
	6	\$ 14,097	\$ 14,874	\$ 15,651	\$ 16,428	\$ 17,205
	7	\$ 14,452	\$ 15,229	\$ 16,006	\$ 16,783	\$ 17,560
	8	\$ 14,807	\$ 15,584	\$ 16,361	\$ 17,138	\$ 17,915
	9	\$ 15,163	\$ 15,940	\$ 16,717	\$ 17,494	\$ 18,271

APPENDIX A – SALARY SCHEDULES (continued)

		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade 1 35 hours	1	\$ 14,375	\$ 15,281	\$ 16,188	\$ 17,094	\$ 18,001
	2	\$ 14,789	\$ 15,695	\$ 16,602	\$ 17,508	\$ 18,415
	3	\$ 15,203	\$ 16,110	\$ 17,016	\$ 17,923	\$ 18,829
	4	\$ 15,618	\$ 16,524	\$ 17,431	\$ 18,337	\$ 19,244
	5	\$ 16,032	\$ 16,939	\$ 17,845	\$ 18,752	\$ 19,658
	6	\$ 16,447	\$ 17,353	\$ 18,260	\$ 19,166	\$ 20,073
	7	\$ 16,861	\$ 17,767	\$ 18,674	\$ 19,580	\$ 20,487
	8	\$ 17,275	\$ 18,182	\$ 19,088	\$ 19,995	\$ 20,901
	9	\$ 17,690	\$ 18,596	\$ 19,503	\$ 20,409	\$ 21,316
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade 1A 25 hours	1	\$ 10,730	\$ 11,378	\$ 12,025	\$ 12,673	\$ 13,320
	2	\$ 11,285	\$ 11,933	\$ 12,580	\$ 13,228	\$ 13,875
	3	\$ 11,840	\$ 12,488	\$ 13,135	\$ 13,783	\$ 14,430
	4	\$ 12,395	\$ 13,043	\$ 13,690	\$ 14,338	\$ 14,985
	5	\$ 12,950	\$ 13,598	\$ 14,245	\$ 14,893	\$ 15,540
	6	\$ 13,505	\$ 14,153	\$ 14,800	\$ 15,448	\$ 16,095
	7	\$ 14,060	\$ 14,708	\$ 15,355	\$ 16,003	\$ 16,650
	8	\$ 14,615	\$ 15,263	\$ 15,910	\$ 16,558	\$ 17,205
	9	\$ 15,170	\$ 15,818	\$ 16,465	\$ 17,113	\$ 17,760
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade 1A 30 hours	1	\$ 12,876	\$ 13,653	\$ 14,430	\$ 15,207	\$ 15,984
	2	\$ 13,542	\$ 14,319	\$ 15,096	\$ 15,873	\$ 16,650
	3	\$ 14,208	\$ 14,985	\$ 15,762	\$ 16,539	\$ 17,316
	4	\$ 14,874	\$ 15,651	\$ 16,428	\$ 17,205	\$ 17,982
	5	\$ 15,540	\$ 16,317	\$ 17,094	\$ 17,871	\$ 18,648
	6	\$ 16,206	\$ 16,983	\$ 17,760	\$ 18,537	\$ 19,314
	7	\$ 16,872	\$ 17,649	\$ 18,426	\$ 19,203	\$ 19,980
	8	\$ 17,538	\$ 18,315	\$ 19,092	\$ 19,869	\$ 20,646
	9	\$ 18,204	\$ 18,981	\$ 19,758	\$ 20,535	\$ 21,312

APPENDIX A – SALARY SCHEDULES (continued)

		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Salary Schedule Grade 1A 35 hours	STEP					
	1	\$ 15,022	\$ 15,929	\$ 16,835	\$ 17,742	\$ 18,648
	2	\$ 15,799	\$ 16,706	\$ 17,612	\$ 18,519	\$ 19,425
	3	\$ 16,576	\$ 17,483	\$ 18,389	\$ 19,296	\$ 20,202
	4	\$ 17,353	\$ 18,260	\$ 19,166	\$ 20,073	\$ 20,979
	5	\$ 18,130	\$ 19,037	\$ 19,943	\$ 20,850	\$ 21,756
	6	\$ 18,907	\$ 19,814	\$ 20,720	\$ 21,627	\$ 22,533
	7	\$ 19,684	\$ 20,591	\$ 21,497	\$ 22,404	\$ 23,310
	8	\$ 20,461	\$ 21,368	\$ 22,274	\$ 23,181	\$ 24,087
	9	\$ 21,238	\$ 22,145	\$ 23,051	\$ 23,958	\$ 24,864
Salary Schedule Grade II	STEP					
	1	\$ 22,022	\$ 23,114	\$ 24,206	\$ 25,298	\$ 26,390
	2	\$ 22,641	\$ 23,733	\$ 24,825	\$ 25,917	\$ 27,191
	3	\$ 23,260	\$ 24,352	\$ 25,444	\$ 26,536	\$ 27,810
	4	\$ 23,878	\$ 24,970	\$ 26,062	\$ 27,154	\$ 28,428
	5	\$ 24,497	\$ 25,589	\$ 26,681	\$ 27,773	\$ 29,047
	6	\$ 25,116	\$ 26,208	\$ 27,300	\$ 28,392	\$ 29,666
	7	\$ 25,735	\$ 26,827	\$ 27,919	\$ 29,011	\$ 30,285
	8	\$ 26,354	\$ 27,446	\$ 28,538	\$ 29,630	\$ 30,904
	9	\$ 26,972	\$ 28,064	\$ 29,156	\$ 30,248	\$ 31,522
Salary Schedule Grade III	STEP					
	1	\$ 22,295	\$ 23,387	\$ 24,479	\$ 25,571	\$ 26,663
	2	\$ 22,968	\$ 24,060	\$ 25,152	\$ 26,244	\$ 27,336
	3	\$ 23,642	\$ 24,734	\$ 25,826	\$ 26,918	\$ 28,010
	4	\$ 24,315	\$ 25,407	\$ 26,499	\$ 27,591	\$ 28,683
	5	\$ 24,989	\$ 26,081	\$ 27,173	\$ 28,265	\$ 29,357
	6	\$ 25,662	\$ 26,754	\$ 27,846	\$ 28,938	\$ 30,030
	7	\$ 26,335	\$ 27,427	\$ 28,519	\$ 29,611	\$ 30,703
	8	\$ 27,009	\$ 28,101	\$ 29,193	\$ 30,285	\$ 31,377
	9	\$ 27,682	\$ 28,774	\$ 29,866	\$ 30,958	\$ 32,050

APPENDIX A – SALARY SCHEDULES *(continued)*

		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade IV	1	\$ 23,954	\$ 25,046	\$ 26,138	\$ 27,230	\$ 28,322
	2	\$ 24,737	\$ 25,829	\$ 26,921	\$ 28,013	\$ 29,105
	3	\$ 25,519	\$ 26,611	\$ 27,703	\$ 28,795	\$ 29,887
	4	\$ 26,302	\$ 27,394	\$ 28,486	\$ 29,578	\$ 30,670
	5	\$ 27,084	\$ 28,176	\$ 29,268	\$ 30,360	\$ 31,452
	6	\$ 27,867	\$ 28,959	\$ 30,051	\$ 31,143	\$ 32,235
	7	\$ 28,650	\$ 29,742	\$ 30,834	\$ 31,926	\$ 33,018
	8	\$ 29,432	\$ 30,524	\$ 31,616	\$ 32,708	\$ 33,800
	9	\$ 30,215	\$ 31,307	\$ 32,399	\$ 33,491	\$ 34,583
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade V 10 Month- LPN	1	\$ 19,425	\$ 20,202	\$ 20,979	\$ 21,756	\$ 22,533
	2	\$ 19,943	\$ 20,720	\$ 21,497	\$ 22,274	\$ 23,051
	3	\$ 20,461	\$ 21,238	\$ 22,015	\$ 22,792	\$ 23,569
	4	\$ 20,979	\$ 21,756	\$ 22,533	\$ 23,310	\$ 24,087
	5	\$ 21,497	\$ 22,274	\$ 23,051	\$ 23,828	\$ 24,605
	6	\$ 22,015	\$ 22,792	\$ 23,569	\$ 24,346	\$ 25,123
	7	\$ 22,533	\$ 23,310	\$ 24,087	\$ 24,864	\$ 25,641
	8	\$ 23,051	\$ 23,828	\$ 24,605	\$ 25,382	\$ 26,159
	9	\$ 23,569	\$ 24,346	\$ 25,123	\$ 25,900	\$ 26,677
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade VI- RN	1	\$ 27,553	\$ 28,386	\$ 29,218	\$ 30,051	\$ 30,884
	2	\$ 28,413	\$ 29,246	\$ 30,079	\$ 30,912	\$ 31,745
	3	\$ 29,274	\$ 30,107	\$ 30,940	\$ 31,772	\$ 32,605
	4	\$ 30,134	\$ 30,967	\$ 31,800	\$ 32,633	\$ 33,466
	5	\$ 30,995	\$ 31,828	\$ 32,661	\$ 33,493	\$ 34,326
	6	\$ 31,856	\$ 32,688	\$ 33,521	\$ 34,354	\$ 35,187
	7	\$ 32,716	\$ 33,549	\$ 34,382	\$ 35,215	\$ 36,047
	8	\$ 33,577	\$ 34,410	\$ 35,242	\$ 36,075	\$ 36,908
	9	\$ 34,437	\$ 35,270	\$ 36,103	\$ 36,936	\$ 37,768

APPENDIX A – SALARY SCHEDULES (continued)

		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade VII	1	\$ 36,595	\$ 37,687	\$ 38,797	\$ 39,889	\$ 40,981
	2	\$ 37,687	\$ 38,779	\$ 39,889	\$ 40,981	\$ 42,073
	3	\$ 38,779	\$ 39,871	\$ 40,981	\$ 42,073	\$ 43,165
	4	\$ 39,871	\$ 40,963	\$ 42,073	\$ 43,165	\$ 44,257
	5	\$ 40,963	\$ 42,055	\$ 43,165	\$ 44,257	\$ 45,349
	6	\$ 42,055	\$ 43,147	\$ 44,257	\$ 45,349	\$ 46,441
	7	\$ 43,147	\$ 44,239	\$ 45,349	\$ 46,441	\$ 47,533
	8	\$ 44,239	\$ 45,331	\$ 46,441	\$ 47,533	\$ 48,625
	9	\$ 45,331	\$ 46,423	\$ 47,533	\$ 48,625	\$ 49,717
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade VIII	1	\$ 34,305	\$ 35,397	\$ 36,489	\$ 37,581	\$ 38,673
	2	\$ 35,397	\$ 36,489	\$ 37,581	\$ 38,673	\$ 39,765
	3	\$ 36,489	\$ 37,581	\$ 38,673	\$ 39,765	\$ 40,857
	4	\$ 37,581	\$ 38,673	\$ 39,765	\$ 40,857	\$ 41,949
	5	\$ 38,673	\$ 39,765	\$ 40,857	\$ 41,949	\$ 43,041
	6	\$ 39,765	\$ 40,857	\$ 41,949	\$ 43,041	\$ 44,133
	7	\$ 40,857	\$ 41,949	\$ 43,041	\$ 44,133	\$ 45,225
	8	\$ 41,949	\$ 43,041	\$ 44,133	\$ 45,225	\$ 46,317
	9	\$ 43,041	\$ 44,133	\$ 45,225	\$ 46,317	\$ 47,409
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade IX	1	\$ 29,048	\$ 30,140	\$ 31,232	\$ 32,324	\$ 33,416
	2	\$ 29,958	\$ 31,050	\$ 32,142	\$ 33,234	\$ 34,326
	3	\$ 30,868	\$ 31,960	\$ 33,052	\$ 34,144	\$ 35,236
	4	\$ 31,778	\$ 32,870	\$ 33,962	\$ 35,054	\$ 36,146
	5	\$ 32,688	\$ 33,780	\$ 34,872	\$ 35,964	\$ 37,056
	6	\$ 33,598	\$ 34,690	\$ 35,782	\$ 36,874	\$ 37,966
	7	\$ 34,508	\$ 35,600	\$ 36,692	\$ 37,784	\$ 38,876
	8	\$ 35,418	\$ 36,510	\$ 37,602	\$ 38,694	\$ 39,786
	9	\$ 36,328	\$ 37,420	\$ 38,512	\$ 39,604	\$ 40,696

APPENDIX A – SALARY SCHEDULE *(continued)*

		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	STEP					
Salary Schedule Grade X	1	\$ 24,082	\$ 25,252	\$ 26,422	\$ 27,592	\$ 28,762
	2	\$ 24,765	\$ 25,935	\$ 27,105	\$ 28,275	\$ 29,445
	3	\$ 25,447	\$ 26,617	\$ 27,787	\$ 28,957	\$ 30,127
	4	\$ 26,130	\$ 27,300	\$ 28,470	\$ 29,640	\$ 30,810
	5	\$ 26,812	\$ 27,982	\$ 29,152	\$ 30,322	\$ 31,492
	6	\$ 27,495	\$ 28,665	\$ 29,835	\$ 31,005	\$ 32,175
	7	\$ 28,177	\$ 29,347	\$ 30,517	\$ 31,687	\$ 32,857
	8	\$ 28,860	\$ 30,030	\$ 31,200	\$ 32,370	\$ 33,540
	9	\$ 29,542	\$ 30,712	\$ 31,882	\$ 33,052	\$ 34,222

APPENDIX B-1 – ASSESSMENT INSTRUMENT: PURPOSE STATEMENT

Instructional Support Staff Association

Name of Employee: _____

Position: _____

Status (*please check one*): Probationary Permanent

Step 1

The supervisor and employee will meet collaboratively to discuss the rating form. The supervisor is responsible for completing the document.

Date: _____

Step 2

The supervisor and unit employee will review the final assessment instrument, sign the instrument, obtain the employee's signature, provide a copy to the employee, and forward the original to the district office to be placed in the employee's official personnel file.

Date: _____

APPENDIX B-2 – PERFORMANCE RUBRIC

Instructional Support Staff Association

Teacher Aide: _____

Classroom Teacher: _____

Location: _____

Date: _____

RATING KEY:		Items marked as “Developing” or “Ineffective” need to have comments and an improvement plan (see Agreement).
4	Highly Effective	
3	Effective	
2	Developing	
1	Ineffective	
N/A	Not Applicable	
N/O	Not Observed	

Category	Rating	Evidence: If a rating of “1” or “2” is given, the supervisor must provide evidence to support that rating
Displays a constructive attitude towards assignment and a positive image of the District during the workday		
Ability to work with others		
Accuracy, quality of work and technical abilities		
Initiative and adaptability		
Judgment and common sense		
Accepts supervision		
Communication: <i>Ability to communicate with other staff, supervisors, parents, and students</i>		
Student behavior management: <i>Ability to assist with effective management of students in and out of the classroom</i>		
Maintains confidentiality: <i>Student information (IEP, BIP, health, etc.)</i>		

APPENDIX B-2 - PERFORMANCE RUBRIC *(continued)*

Instructional Support Staff Association

Additional Supervisor's Comments

Employees Comments <i>(please attach an additional sheet, if necessary)</i>

Signatures:
Each employee is required to sign the assessment instrument. The signing of the assessment does not indicate that the employee agrees with the assessment, only that the employee has seen and discussed the assessment with their supervisor and has been provided a copy. The employee shall have the opportunity to submit a written response to the supervisor. The written response will be attached to the assessment form (see above).

Signature of Supervisor

Signature of Employee

Date

Date

APPENDIX B-2 – PERFORMANCE RUBRIC (continued)

Instructional Support Education Association

CATEGORY	HIGHLY EFFECTIVE	EFFECTIVE	DEVELOPING	INEFFECTIVE
Displays a constructive attitude towards assignment and a positive image of the ECSD	<p>Consistently and enthusiastically demonstrates a genuine commitment to the job, support of colleagues, and dignity of students and organization as a whole</p> <ul style="list-style-type: none"> Enhances the overall performance of a team Consistently listens Participates freely and fairly Anticipates needs of self and others Consistently respects the skills and positions of others Encourages and shares willingly Tactful and courteous to others 	<p>Exhibits positive attitude for assignment and assigned tasks</p> <ul style="list-style-type: none"> Contributes to overall team/building and organizational success Shows respect for colleagues Listens effectively Participates equally in team/building processes (as appropriate) Communicates with poise and courtesy 	<p>Inconsistent with a positive attitude in work or actions toward assignments and organization</p> <ul style="list-style-type: none"> Has little or no input for the team/building Does not participate in team/building process 	<p>Presents a negative attitude in work or actions toward assignments and organization</p> <ul style="list-style-type: none"> May do things in his/her own way regardless of input from the group May dominate or not participate in the team/building process Comments may discourage others from participating
Ability to work with others	<ul style="list-style-type: none"> Consistent evidence of organization, detail, and follow-through Thoughtful reflection on ways to improve quality and work performance evident 	<ul style="list-style-type: none"> Tasks completed following program standards Work and lessons completed with care and attention to program tenants 	<ul style="list-style-type: none"> Needs to consult and listen to others to clarify task or student expectations Frequent errors 	<ul style="list-style-type: none"> Works without consulting and listening to others to clarify task or student performance expectations Actions to improve quality of work do not occur
Accuracy and quality of work	<ul style="list-style-type: none"> Consistently and confidently accepts and adjusts to changes and varying circumstances. Reflects upon performance and identifies opportunities for personal growth Demonstrates constructive problem solving Self-monitors time, completes tasks efficiently and as requested 	<ul style="list-style-type: none"> Demonstrates interest in work and desire to learn Performs routine tasks without requiring reminders Offers insight and suggestions when appropriate Performs assigned tasks as directed with accuracy and care Seeks relevant information to gain understanding and clarification. 	<ul style="list-style-type: none"> Requires frequent reminders to complete assignments Needs frequent direction from teacher / supervisor Poor use of time results in lack of productivity 	<ul style="list-style-type: none"> Requires constant reminders to complete assignments Needs constant direction from teacher / supervisor Poor use of time results in incomplete tasks
Initiative and adaptability				

APPENDIX B-2 – PERFORMANCE RUBRIC (continued)
Instructional Support Education Association

CATEGORY	EXCEEDS EXPECTATION	MEETS EXPECTATION	NEEDS IMPROVEMENT	UNSATISFACTORY
Judgment and common sense	<ul style="list-style-type: none"> Demonstrates ability to think analytically, maintaining or understanding of the “big picture” Consistently able to anticipate student/program needs and identify appropriate response/action Makes effective and appropriate decisions independently 	<ul style="list-style-type: none"> Remains calm during stressful situations Makes thoughtful decisions based upon program philosophy Makes decisions consistent with immediate need 	<ul style="list-style-type: none"> Inconsistent in response to issues Needs to request assistance when in a questionable situation Needs guidance 	<ul style="list-style-type: none"> Makes impulsive and/or irrational decisions without considering consequences Actions require correction
Accepts supervision	<ul style="list-style-type: none"> Seeks and internalizes supervisory suggestions consistently implementing their recommendations Respects and contributes to improving the skills of team/building members 	<ul style="list-style-type: none"> Follows request and recommendations of supervisors Accepts direction and acts promptly to implement suggestions 	<ul style="list-style-type: none"> Responds defensively or personalizes suggestions Occasionally does not implement supervisor’s directions / request Accepts constructive criticism 	<ul style="list-style-type: none"> Does not implement supervisor directions/requests Insubordinate
Communication	<ul style="list-style-type: none"> Consistently shares suggestions that demonstrate insight, enhance team/building communication, and collaboration Consistently offers input that improves student performance and success 	<ul style="list-style-type: none"> Communicates with team/building by openly and consistently sharing ideas, opinions, and suggestions 	<ul style="list-style-type: none"> Reluctant to share ideas opinions & suggestions 	<ul style="list-style-type: none"> Does not participate in team/building discussions Offers comments that are inappropriate and inconsistent with team/building goals
Student behavior management	<ul style="list-style-type: none"> Consistently interacts with students in a positive, enthusiastic, and age appropriate manner Consistently uses positive approaches (e.g., redirection, like space interviewing) to prevent and/or deescalate crisis situations 	<ul style="list-style-type: none"> Displays a positive affect, manner of speech and behavior when working with students Follows group and individual behavior plan(s) developed by the team 	<ul style="list-style-type: none"> Inconsistent when following group and individual behavior plan(s) developed by team 	<ul style="list-style-type: none"> Displays a negative affect when working with students <ul style="list-style-type: none"> manner of speech demeanor
Maintains confidentiality: Student information (IEP, BIP, health), colleague information	<ul style="list-style-type: none"> Consistently maintains integrity and respect when discussing students and colleagues 	<ul style="list-style-type: none"> Refers questions concerning students to teacher Is consistent across all school and community settings maintaining student privacy 	<ul style="list-style-type: none"> Needs to be aware of surroundings when discussing students & colleagues 	<ul style="list-style-type: none"> Discloses or mishandles confidential information

APPENDIX B-3 – PERFORMANCE REVIEW FOR RNs AND LPNs

Name of Employee: _____
 Building: _____
 Name of Evaluator: _____
 Date: _____

RATINGS	
Highly Effective	Performance in this area is consistently outstanding. Practices are demonstrated at the highest level of performance. RN/LPN continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.
Effective	Performance within this area consistently meets standards. Practices meet performance expectations at an acceptable level. RN/LPN maintains an adequate scope of competencies and performs additional responsibilities assigned.
Developing	Performance within this area usually meets minimum expectations. RN/LPN may require additional guidance to maintain an adequate scope of competencies.
Ineffective	Performance within this area requires considerable improvement to fully meet minimum performance expectations. RN/LPN requires ongoing supervision to perform in this area.

<i>Focus Area: Management</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Creates an environment of respect and rapport					
Maintains a safe and healthy environment					
Maintains appropriate and accurate records					
Ensures confidentiality of records					
Follows district safety policies and procedures					
Maintains organization of the physical space					
Evidence:					
<i>Focus Area: Communication and Collaboration</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Contributes to school and district					
Communicates clearly and accurately					
Shows professionalism					
Evidence:					
<i>Focus Area: Content Knowledge</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Grows and develops professionally					
Continues to develop content knowledge					
Evidence:					

APPENDIX B-3 – PERFORMANCE REVIEW FOR RNs AND LPNs (continued)

<i>Focus Area: Service Delivery</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Ensures appropriate health appraisals for students					
Delivers appropriate medications to students					
Provides appropriate and effective feedback to students, parents, teachers, and administrators					
Demonstrates flexibility and responsiveness					
Understands and responds appropriately to students' needs					
Evidence:					
<i>Focus Area: Preparation</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Utilizes community resources for families					
Demonstrates knowledge of resources					
Evidence:					
<i>Focus Area: Student Development</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Works with teachers and parents to develop knowledge of students					
Evidence:					
<i>Focus Area: Student Assessment</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Conducts appropriate screenings of students					
Evidence:					
<i>Focus Area: Reflective and Responsive Practice</i>	Highly Effective	Effective	Developing	Ineffective	Not Applicable
Reflects on performance and works to improve					
Demonstrates appropriate interactions with others					
Demonstrates dependability and punctuality					
Maintains confidentiality in all situations					
Evidence:					

APPENDIX B-3 – PERFORMANCE REVIEW FOR RNs AND LPNs *(continued)*

School Nurse Comments

Signatures:

Each employee is required to sign the assessment instrument. The signing of the assessment does not indicate that the employee agrees with the assessment, only that the employee has seen and discussed the assessment with their supervisor and has been provided a copy. The employee shall have the opportunity to submit a written response to the supervisor. The written response will be attached to the assessment form (see above).

Signature of Evaluator

Signature of School Nurse

Date

Date

APPENDIX B-4 – PROFESSIONAL PERFORMANCE REVIEW CRITERIA FOR RNs AND LPNs

Domain 1: Planning and Preparation	Domain 2: The Environment
<p><i>1a: Demonstrating medical knowledge and skill in nursing techniques</i></p> <ul style="list-style-type: none"> • Demonstrates appropriate counseling techniques to convey that knowledge • Demonstrates understanding of prerequisite knowledge important for student growth • Uses a variety of information to gauge student's current status and to plan for future growth <p><i>1b: Demonstrating knowledge of child and adolescent development</i></p> <ul style="list-style-type: none"> • Demonstrates knowledge of students' strengths and areas needing growth, including those with special needs • Demonstrates knowledge of student development and incorporates this knowledge into helping strategies • Assists students based on the diverse skills, knowledge, interests, and the cultural heritage of each student <p><i>1c: Establishing goals for the nursing program appropriate to the setting and the students served</i></p> <p><i>1d: Demonstrating knowledge of government, community, and district regulations and resources</i></p> <ul style="list-style-type: none"> • Demonstrates awareness of resources available for students, parents and/ or teachers <p><i>1e: Planning the nursing program for both individuals and groups of students, integrated with the nursing program</i></p>	<p><i>2a: Creating an environment of respect and rapport</i></p> <ul style="list-style-type: none"> • Demonstrates caring and respect for students, staff, and parents • Promotes mutually respectful and polite interactions among students, staff, and parents <p><i>2b: Establishing a culture for health and wellness</i></p> <ul style="list-style-type: none"> • Conveys a genuine enthusiasm for individual students and their needs • Sets high expectations for student achievement, responsibility and personal growth • Encourages students to meet standards <p><i>2c: Following health protocols and procedures</i></p> <p><i>2d: Supervising health associates</i></p> <p><i>2e: Organizing Physical Space</i></p> <ul style="list-style-type: none"> • Maintains a safe and orderly office environment • Ensures materials are accessible to all students, as appropriate
Domain 4: Professional Responsibilities	Domain 3: Delivery of Service
<p><i>4a: Reflecting on practice</i></p> <ul style="list-style-type: none"> • Makes assessments of effectiveness and the extent to which additional resources may be necessary <p><i>4b: Maintaining health records in accordance with policy and submitting reports in a timely fashion</i></p> <p><i>4c: Communicating with Families</i></p> <ul style="list-style-type: none"> • Provides appropriate information to parents about school programs, community services and resources • Communicates with parents about student progress on a regular basis and responds to parent concerns in a timely manner • Collaborates with community service providers to assist students and their families • Collaborates with community service providers to assist the counselor in providing services to students and their families <p><i>4d: Participating in a professional community</i></p> <ul style="list-style-type: none"> • Participates in required school activities, district projects and specially designated groups designed to help students <p><i>4e: Engaging in professional development</i></p> <ul style="list-style-type: none"> • Participates in opportunities for professional development to enhance performance in the school and classroom • Continually expands knowledge of nursing strategies and resources <p><i>4f: Showing professionalism</i></p>	<p><i>3a: Assessing student needs</i></p> <p><i>3b: Administering medications to students</i></p> <p><i>3c: Promoting wellness through classes or classroom presentations</i></p> <ul style="list-style-type: none"> • Actively engages students' growth by presenting materials at the appropriate level and pace • Links learning with students' prior knowledge and experiences, employing a wide variety of resources and strategies • Assists students who are having difficulty meeting personal objectives • Presents content that is appropriate and links well with students' knowledge and experience <p><i>3d: Managing emergency situations</i></p> <p><i>3e: Demonstrating flexibility and responsiveness</i></p> <p><i>3f: Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs</i></p>

APPENDIX B-5 – DOMAIN 1 FOR RNs AND LPNs: PLANNING AND PREPARATION

DOMAIN 1 FOR RNs AND LPNs: PLANNING AND PREPARATION				
LEVEL OF PERFORMANCE				
COMPONENT	INEFFECTIVE	DEVELOPING	EFFECTIVE	HIGHLY EFFECTIVE
<p>1a: Demonstrating medical knowledge and skill in nursing techniques</p> <p>1b: Demonstrating knowledge of child and adolescent development</p>	<p>Nurse demonstrates little understanding of medical knowledge and nursing techniques.</p> <p>Nurse displays little or no knowledge of child and adolescent development.</p>	<p>Nurse demonstrates basic understanding of medical knowledge and nursing techniques.</p> <p>Nurse displays partial knowledge of child and adolescent development.</p>	<p>Nurse demonstrates understanding of medical knowledge and nursing techniques.</p> <p>Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.</p>	<p>Nurse demonstrates deep and thorough understanding of medical knowledge and nursing techniques.</p> <p>In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, nurse displays knowledge of the extent to which individual students follow the general patterns.</p>
<p>1c: Establishing goals for the nursing program appropriate to the setting and the students served</p>	<p>Nurse has no clear goals for the nursing program, or they are inappropriate to either the situation or the age of the students.</p>	<p>Nurse's goals for the nursing program are rudimentary and are partially suitable to the situation and the age of the students.</p>	<p>Nurse's goals for the nursing program are clear and appropriate to the situation in the school and to the age of the students.</p>	<p>Nurse's goals for the nursing program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.</p>
<p>1d: Demonstrating knowledge of government, community, and district regulations and resources</p>	<p>Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district and some familiarity with resources external to the school.</p>	<p>Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district and in the community.</p>
<p>1e: Planning the nursing program for both individuals and groups of students, integrated with the regular school program</p>	<p>Nursing program consists of a random collection of unrelated activities, lacking coherence or an overall structure.</p>	<p>Nurse's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.</p>	<p>Nurse has developed a plan that includes the important aspects of work in the setting.</p>	<p>Nurse's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.</p>
<p>1f: Developing a plan to evaluate the nursing program</p>	<p>Nurse has no plan to evaluate the program or resists suggestions that such an evaluation is important.</p>	<p>Nurse has a rudimentary plan to evaluate the nursing program.</p>	<p>Nurse's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.</p>	<p>Nurse's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.</p>

APPENDIX B-6 – DOMAIN 2 FOR RNs AND LPNs: THE ENVIRONMENT

DOMAIN 2 FOR RNs AND LPNs: THE ENVIRONMENT				
LEVEL OF PERFORMANCE				
COMPONENT	INEFFECTIVE	DEVELOPING	EFFECTIVE	HIGHLY EFFECTIVE
2a: Creating an environment of respect and rapport	Nurse's interactions with at least some students are negative or inappropriate. Nurse makes no attempt to establish a culture for health and wellness in the school as a whole, or among students or among teachers.	Nurse's interactions with students are a mix of positive and negative. Nurse's attempts to promote a culture throughout the school for health and wellness are partially successful.	Nurse's interactions with students are positive and respectful. Nurse promotes a culture throughout the school for health and wellness.	Students seek out the nurse, reflecting a high degree of comfort and trust in the relationship. The culture in the school for health and wellness, while guided by the nurse, is maintained by both teachers and students.
2b: Establishing a culture for health and wellness	Nurse's procedures for the nursing office are nonexistent or in disarray.	Nurse has rudimentary and partially successful procedures for the nursing office.	Nurse's procedures for the nursing office work effectively.	Nurse's procedures for the nursing office are seamless, anticipating unexpected situations.
2c: Following health protocols and procedures	No guidelines for delegated duties have been established, or the guidelines are unclear. Nurse does not monitor associates' activities.	Nurse's efforts to establish guidelines for delegated duties are partially successful. Nurse monitors associates' activities sporadically.	Nurse has established guidelines for delegated duties and monitors associates' activities.	Associates work independently, indicating clear guidelines for their work. Nurse's supervision is subtle and professional.
2d: Supervising health associates	Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not properly stored.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications are stored properly but are difficult to find.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly stored and well organized.	Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly stored and well organized.

APPENDIX B-7 – DOMAIN 3 FOR RNs AND LPNs: DELIVERY OF SERVICE

DOMAIN 3 FOR RNs AND LPNs: THE ENVIRONMENT				
LEVEL OF PERFORMANCE				
COMPONENT	INEFFECTIVE	DEVELOPING	EFFECTIVE	HIGHLY EFFECTIVE
3a: Assessing student needs	Nurse does not assess student needs, or the assessments result in inaccurate conclusions.	Nurse's assessments of student needs are perfunctory.	Nurse assesses student needs and knows the range of student needs in the school.	Nurse conducts detailed and individualized assessment of student needs to contribute to program planning.
3b: Administering medications to students	Medications are administered with no regard to state or district policies.	Medications are administered by designated individuals, but signed release forms are not conveniently stored.	Medications are administered by designated individuals, and signed release forms are conveniently stored and available when needed.	Medications are administered by designated individuals, and signed release forms are conveniently stored. Students take an active role in medication compliance.
3c: Promoting wellness through classes or classroom presentations	Nurse's work with students in classes fails to promote wellness.	Nurse's efforts to promote wellness through classroom presentations are partially effective.	Nurse's classroom presentations result in students acquiring the knowledge and attitudes that help them adopt a healthy lifestyle.	Nurse's classroom presentations for wellness are effective, and students assume an active role in the school in promoting a healthy lifestyle.
3d: Managing emergency situations	Nurse has no contingency plans for emergency situations.	Nurse's plans for emergency situations have been developed for the most frequently occurring situations but not others.	Nurse's plans for emergency situations have been developed for many situations.	Nurse's plans for emergency situations have been developed for many situations. Students and teachers have learned their responsibilities in case of emergencies.
3e: Demonstrating flexibility and responsiveness	Nurse adheres to the plan or program, in spite of evidence of its inadequacy.	Nurse makes modest changes in the nursing program when confronted with evidence of the need for change.	Nurse makes revisions in the nursing program when they are needed.	Nurse is continually seeking ways to improve the nursing program and makes changes as needed in response to student, parent, or teacher input.
3f: Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs	Nurse declines to collaborate with classroom teachers to develop specialized educational programs.	Nurse collaborates with classroom teachers in developing instructional lessons and units when specifically asked to do so.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units, locating additional resources from outside the school.

APPENDIX B-8 – DOMAIN 4 FOR RNs AND LPNs: DELIVERY OF SERVICE

DOMAIN 4 FOR RNs AND LPNs: THE ENVIRONMENT				
LEVEL OF PERFORMANCE				
COMPONENT	INEFFECTIVE	DEVELOPING	EFFECTIVE	HIGHLY EFFECTIVE
4a: Reflecting on practice	Nurse does not reflect on practice, or the reflections are inaccurate or self-serving.	Nurse's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Nurse's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Nurse makes some specific suggestions as to how the nursing program might be improved.	Nurse's reflection is highly accurate and perceptive, citing specific examples. Nurse draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining health records in accordance with policy and submitting reports in a timely fashion	Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Nurse's reports, records, and documentation are generally accurate, but are occasionally late.	Nurse's reports, records, and documentation are accurate and are submitted in a timely manner.	Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school.
4c: Communicating with families	Nurse provides no information to families, either about the nursing program as a whole or about individual students.	Nurse provides limited though accurate information to families about the nursing program as a whole and about individual students.	Nurse provides thorough and accurate information to families about the nursing program as a whole and about individual students.	Nurse is proactive in providing information to families about the nursing program and about individual students through a variety of means.
4d: Participating in a professional community	Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district events and projects.	Nurse's relationships with colleagues are cordial, and nurse participates in school and district events and projects when specifically requested to do so.	Nurse participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Nurse makes a substantial contribution to school and district events and projects and assumes leadership role with colleagues.
4e: Engaging in professional development	Nurse does not participate in professional development activities, even when such activities are clearly needed for the development of nursing skills.	Nurse's participation in professional development activities is limited to those that are convenient or are required.	Nurse seeks out opportunities for professional development based on an individual assessment of need.	Nurse actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4f: Showing professionalism	Nurse displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Nurse can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

APPENDIX C-1 – GRIEVANCE FORM #1: ORIGINAL GRIEVANCE

Instructional Support Educational Association

The following grievance is submitted in accordance with the current Agreement between the Elmira City School District and the Instructional Support Educational Association.

Specify in detail the particular alleged violation, with a complete statement of the facts supporting the charge including names, dates, times, places, etc. Use additional sheets if necessary.

To:

Article of Contract Violated

Statement of Dispute

Remedy Sought

Signature

Signature

Date

Attachments:

- Copies to:
- (1) Supervisor
 - (2) Superintendent of Schools
 - (3) Personnel Administrator
 - (4) ISEA Grievance Chairperson
 - (5) ISEA President
 - (6) Person or office against which grievance is directed
 - (7) Labor Relations Specialist

APPENDIX C-2 – GRIEVANCE FORM #2: RESPONSE

Instructional Support Educational Association

Level: _____

In accordance with the Agreement between the Elmira City School District and the Instructional Support Educational Association, the following decision has been reached on a grievance submitted in writing on:

Date: _____ By: _____
(Name of Grievant)

Decision *(if the grievance is rejected, the statement will include reasons for the rejection)*

Signature

Signature of Hearing Officer

Date

- Copies to:
- (1) Grievant
 - (2) Superintendent of Schools
 - (3) Director of Human Resources and Labor Relations
 - (4) ISEA Grievance Chairperson
 - (5) ISEA President
 - (6) Labor Relations Specialist

APPENDIX C-3 – GRIEVANCE FORM #3: APPEAL

Instructional Support Educational Association

In accordance with the appropriate provisions of the negotiated agreement between the Elmira City School District and the Instructional Support Educational Association, the undersigned complainant appeals the decision reached at

Level _____ on _____
(Date of Decision)

which was received by the complainant on _____
(Date of Receipt)

and requests that the grievance be submitted to Level _____

Signature

Signature of Grievant

Date

Attachment: A copy of the complainant's original grievance must be attached to this form.

- Copies to:
- (1) Supervisor
 - (2) Superintendent of Schools
 - (3) Director of Human Resources and Labor Relations
 - (4) ISEA Grievance Chairperson
 - (5) ISEA President
 - (6) Person or office against which grievance is directed
 - (7) Labor Relations Specialist



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