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Pittsford  
Schools

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July 1, 2023-June 30, 2027

AGREEMENT

between the

PITTSFORD BOARD OF  
EDUCATION

and the

PITTSFORD DISTRICT  
TEACHERS' ASSOCIATION

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## PREAMBLE

In order to encourage and promote effective and harmonious working relationships, the following agreements between the Pittsford Board of Education (the District) and the Pittsford District Teachers' Association (the Association) shall be in effect.

The District recognizes the Association as the exclusive sole negotiating representative for all regularly assigned certified non-supervisory personnel and shall not recognize or bargain with any other representative of the employees in the bargaining unit. The District also recognizes the Association as the exclusive sole negotiating representative for the following regularly assigned non-supervisory personnel; to include paraprofessionals, registered nurses, tutors, audio-visual assistants, Instructional Materials Specialist, Career Internship Coordinator, Instructional Technology Specialist, Performing Arts Coordinator, and College Career Center Coordinators.

For the purposes of this contract:

- **Elementary** is defined as Kindergarten - 5th grade
- **Middle** is defined as 6th grade - 8th grade
- **High** is defined as 9th grade - 12th grade
- **Secondary** is defined as 6th grade - 12th grade



# CERTIFICATED STAFF SECTION

## 1 COMPENSATION

### 1-1 Compensation – Starting Salaries

**1-1-1** The original salary placement for newly hired staff shall be determined based upon years of service granted at the time of hiring plus graduate level credits. Credit for years of service at the Bachelor's Degree level shall be as follows:

#### New Certificated:

Step	2023-2024	2024-2025	2025-2026	2026-2027
1	\$48,111	\$49,073	\$50,055	\$51,556
2	\$49,073	\$50,055	\$51,056	\$52,577
3	\$50,055	\$51,056	\$52,077	\$53,618
4	\$51,056	\$52,077	\$53,118	\$54,681
5	\$52,077	\$53,118	\$54,181	\$55,765
6	\$53,118	\$54,181	\$55,265	\$56,870
7	\$54,181	\$55,265	\$56,370	\$57,997
8	\$55,265	\$56,370	\$57,497	\$59,147
9	\$56,370	\$57,497	\$58,647	\$60,320
10	\$57,497	\$58,647	\$59,820	\$61,517
11	\$58,647	\$59,820	\$61,017	\$62,737
12	\$59,820	\$61,017	\$62,237	\$63,982
13	\$61,017	\$62,237	\$63,482	\$65,251
14	\$62,237	\$63,482	\$64,751	\$66,546
15	\$63,482	\$64,751	\$66,046	\$67,877

**1-1-2** Additional years of service may be granted when appropriate. The District will consult with the Association when additional years are granted.

**1-1-3** Staff members returning from unpaid leaves of absence shall be paid the salary paid immediately prior to the leave plus the increment granted others in the same category during the period of the leave.

**1-1-4** Employees returning for the following school years shall have their salaries increased as follows:

	2023-2024	2024-2025	2025-2026	2026-2027
%	4.2%	4.0%	3.75%	4.0%
Then Added to Base Salary (Prorated for part-time)				\$750
Then Added to Base Salary (Prorated for part-time)				plus a 0.25% increase for every 0.5% that the CPI-U (School District's tax cap calculation) is above the 4% Capped at CPI-U 7%

**1-1-5** Periods - Staff will have the option of annual salary payments as follows:

- a. 1/20 of the annual salary in 20 equal payments  
or
- b. 1/24 of the annual salary in 19 equal payments and 5/24 of the annual salary in the last pay in June

**1-1-6** Member Over-Payment - The District will inform the PDTA President and the member(s) impacted in writing including names of employee(s) impacted, amount(s), reason for over-payment, and a suggested corrective action. No member shall have wages deducted without their prior knowledge and that of the Association. The Association will respond to the District in writing within ten (10) business days. Failure to respond within the stated timeline will be deemed agreement with the suggested corrective action. When feasible and reasonable, the member shall have 14 days or one pay period, whichever is longer, prior to commencement of deduction(s). A mutually agreed upon timeline shall be negotiated in the rare scenario where the funds are not able to be recouped prior to the end of the current fiscal year. If the member's employment status is terminated for any reason prior to the recouping of all funds, the total shall be due to the District within 14 days.

## **1-2 Compensation for Graduate Courses**

**1-2-1** All courses taken for salary credit must be approved by the Superintendent or his/her designee prior to the start of the course.

**1-2-2** Employees shall be compensated for graduate work and university sponsored clinical training in blocks of six credit hours to a maximum of 90 credit hours. Compensation shall not be granted for in-service training occurring during the normal workday or when expenses for the training are reimbursed to the employee.

**1-2-3** The rate of compensation shall be \$45 per graduate hour.

**1-2-4** Employees receiving a graduate degree shall receive additional compensation for each degree as follows:  
\$1,935

**1-2-5** Employees seeking National Board Certification must provide notification to the Human Resources Office prior to the start of the certification process. Teachers who receive National Board Certification through the National Board for Professional Teaching Standards shall receive an annual stipend of \$1,000.

**1-2-6** Salary adjustments shall be made only at the beginning of each semester following the submission of proof of successful completion of the course. Upon submission of the Graduate Degree Completion Form and supporting documentation indicating successful completion of a graduate degree (unofficial transcript or copy of diploma), a signed copy will be provided to the teacher and within ten business days a salary adjustment will be sent acknowledging receipt of Master's Degree. Graduate credit completed in the spring and summer semester shall generate salary adjustments as of the following September 1st. Graduate courses successfully completed in the fall semester shall generate salary credit effective the following February 1st.

## **1-3 Compensation for Coaching**

**1-3-1** Members interested in coaching are encouraged to express interest to the Director of Athletics. When there are coaching vacancies, preferences in hiring shall be given to qualified current unit members over outside applicants.

**1-3-2** Coaches are placed on step according to their experience.

**1-3-3** When an individual is coaching a varsity and junior varsity sport in the same sport, same season and at the same time, experience shall be granted on the varsity level but the coach shall be placed on step 1 of the JV level sport. The coach shall be paid 75% of the lower-level salary. Experience shall accumulate at both levels.

**1-3-4** When an individual is coaching a varsity and junior varsity sport in the same season at completely different times, experience shall be granted at the appropriate level for the junior varsity position. The coach shall be paid 75% of that salary. Experience shall accumulate at both levels.

### Compensation for Coaching 2023-2027

2023-2024 / 2024-2025 \* Retain 2022-2023 Step and Incentive if continuous from last agreement  
2025-2026 / 2026-2027

Sport										
A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Baseball Head	4026 / 4217 4409 / 4600	4457 / 4696 4936 / 5175	4888 / 5176 5463 / 5751	5320 / 5655 5991 / 6326	5751 / 6134 6518 / 6901	6182 / 6614 7045 / 7476	6613 / 7093 7572 / 8051	7044 / 7572 8099 / 8626	7476 / 8051 8626 / 9201	7907 / 8530 9153 / 9776
Varsity Basketball Head	4600 / 4600	5175 / 5175	5751 / 5751	6326 / 6326	6901 / 6901	7476 / 7476	8051 / 8051	8626 / 8626	9201 / 9201	9776 / 9776
Varsity Cheer Head	4026 / 4217 4409 / 4600	4457 / 4696 4936 / 5175	4888 / 5176 5463 / 5751	5320 / 5655 5991 / 6326	5751 / 6134 6518 / 6901	6182 / 6614 7045 / 7476	6613 / 7093 7572 / 8051	7044 / 7572 8099 / 8626	7476 / 8051 8626 / 9201	7907 / 8530 9153 / 9776
Varsity Cross Country Head	4026 / 4217 4409 / 4600	4457 / 4696 4936 / 5175	4888 / 5176 5463 / 5751	5320 / 5655 5991 / 6326	5751 / 6134 6518 / 6901	6182 / 6614 7045 / 7476	6613 / 7093 7572 / 8051	7044 / 7572 8099 / 8626	7476 / 8051 8626 / 9201	7907 / 8530 9153 / 9776
Varsity Field Hockey Head	4026 / 4217 4409 / 4600	4457 / 4696 4936 / 5175	4888 / 5176 5463 / 5751	5320 / 5655 5991 / 6326	5751 / 6134 6518 / 6901	6182 / 6614 7045 / 7476	6613 / 7093 7572 / 8051	7044 / 7572 8099 / 8626	7476 / 8051 8626 / 9201	7907 / 8530 9153 / 9776
Varsity Football Head	4600 / 4600	5175 / 5175	5751 / 5751	6326 / 6326	6901 / 6901	7476 / 7476	8051 / 8051	8626 / 8626	9201 / 9201	9776 / 9776
Varsity Ice Hockey Head	4313 / 4409 4504 / 4600	4816 / 4936 5055 / 5175	5319 / 5463 5607 / 5751	5823 / 5991 6158 / 6326	6326 / 6518 6709 / 6901	6829 / 7045 7260 / 7476	7332 / 7572 7811 / 8051	7836 / 8099 8363 / 8626	8339 / 8626 8914 / 9201	8842 / 9153 9465 / 9776
Varsity Lacrosse Head	4026 / 4217 4409 / 4600	4457 / 4696 4936 / 5175	4888 / 5176 5463 / 5751	5320 / 5655 5991 / 6326	5751 / 6134 6518 / 6901	6182 / 6614 7045 / 7476	6613 / 7093 7572 / 8051	7044 / 7572 8099 / 8626	7476 / 8051 8626 / 9201	7907 / 8530 9153 / 9776
Varsity Soccer Head	4313 / 4409 4504 / 4600	4816 / 4936 5055 / 5175	5319 / 5463 5607 / 5751	5823 / 5991 6158 / 6326	6326 / 6518 6709 / 6901	6829 / 7045 7260 / 7476	7332 / 7572 7811 / 8051	7836 / 8099 8363 / 8626	8339 / 8626 8914 / 9201	8842 / 9153 9465 / 9776
Varsity Softball Head	4026 / 4217 4409 / 4600	4457 / 4696 4936 / 5175	4888 / 5176 5463 / 5751	5320 / 5655 5991 / 6326	5751 / 6134 6518 / 6901	6182 / 6614 7045 / 7476	6613 / 7093 7572 / 8051	7044 / 7572 8099 / 8626	7476 / 8051 8626 / 9201	7907 / 8530 9153 / 9776
Varsity Swimming Head	4313 / 4409 4504 / 4600	4816 / 4936 5055 / 5175	5319 / 5463 5607 / 5751	5823 / 5991 6158 / 6326	6326 / 6518 6709 / 6901	6829 / 7045 7260 / 7476	7332 / 7572 7811 / 8051	7836 / 8099 8363 / 8626	8339 / 8626 8914 / 9201	8842 / 9153 9465 / 9776
Varsity Track Head (Outdoor)	4313 / 4409 4504 / 4600	4816 / 4936 5055 / 5175	5319 / 5463 5607 / 5751	5823 / 5991 6158 / 6326	6326 / 6518 6709 / 6901	6829 / 7045 7260 / 7476	7332 / 7572 7811 / 8051	7836 / 8099 8363 / 8626	8339 / 8626 8914 / 9201	8842 / 9153 9465 / 9776
Varsity Wrestling Head	4313 / 4409 4504 / 4600	4816 / 4936 5055 / 5175	5319 / 5463 5607 / 5751	5823 / 5991 6158 / 6326	6326 / 6518 6709 / 6901	6829 / 7045 7260 / 7476	7332 / 7572 7811 / 8051	7836 / 8099 8363 / 8626	8339 / 8626 8914 / 9201	8842 / 9153 9465 / 9776
B	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Alpine Skiing Head	3930 / 4026 4121 / 4217	4337 / 4457 4576 / 4696	4744 / 4888 5031 / 5175	5152 / 5320 5487 / 5655	5559 / 5751 5942 / 6134	5967 / 6182 6398 / 6613	6374 / 6613 6853 / 7092	6781 / 7045 7308 / 7572	7189 / 7476 7764 / 8051	7596 / 7907 8219 / 8530
Varsity Diving	3642 / 3834 4025 / 4217	4050 / 4265 4481 / 4696	4457 / 4696 4936 / 5175	4864 / 5128 5391 / 5655	5128 / 5463 5799 / 6134	5391 / 5799 6206 / 6613	5654 / 6134 6613 / 7092	5918 / 6470 7021 / 7572	6182 / 6805 7428 / 8051	6446 / 7141 7835 / 8530
Varsity Golf Head	3067 / 3450 3834 / 4217	3474 / 3882 4289 / 4696	3881 / 4313 4744 / 5175	4145 / 4649 5152 / 5655	4409 / 4984 5559 / 6134	4672 / 5319 5966 / 6613	4936 / 5655 6373 / 7092	5200 / 5991 6781 / 7572	5463 / 6326 7188 / 8051	5727 / 6661 7596 / 8530
Varsity Gymnastics Head	3930 / 4026 4121 / 4217	4337 / 4457 4576 / 4696	4744 / 4888 5031 / 5175	5152 / 5320 5487 / 5655	5559 / 5751 5942 / 6134	5967 / 6182 6398 / 6613	6374 / 6613 6853 / 7092	6781 / 7045 7308 / 7572	7189 / 7476 7764 / 8051	7596 / 7907 8219 / 8530
Varsity Nordic Skiing Head	3930 / 4026 4121 / 4217	4337 / 4457 4576 / 4696	4744 / 4888 5031 / 5175	5152 / 5320 5487 / 5655	5559 / 5751 5942 / 6134	5967 / 6182 6398 / 6613	6374 / 6613 6853 / 7092	6781 / 7045 7308 / 7572	7189 / 7476 7764 / 8051	7596 / 7907 8219 / 8530
Varsity Tennis Head	3355 / 3642 3930 / 4217	3762 / 4073 4385 / 4696	4169 / 4505 4840 / 5175	4433 / 4840 5248 / 5655	4696 / 5176 5655 / 6134	4960 / 5511 6062 / 6613	5223 / 5846 6469 / 7092	5487 / 6182 6877 / 7572	5751 / 6518 7284 / 8051	6014 / 6853 7691 / 8530
Varsity Track Head (Indoor)	3930 / 4026 4121 / 4217	4337 / 4457 4576 / 4696	4744 / 4888 5031 / 5175	5152 / 5320 5487 / 5655	5559 / 5751 5942 / 6134	5967 / 6182 6398 / 6613	6374 / 6613 6853 / 7092	6781 / 7045 7308 / 7572	7189 / 7476 7764 / 8051	7596 / 7907 8219 / 8530
Varsity Volleyball Head	3930 / 4026 4121 / 4217	4337 / 4457 4576 / 4696	4744 / 4888 5031 / 5175	5152 / 5320 5487 / 5655	5559 / 5751 5942 / 6134	5967 / 6182 6398 / 6613	6374 / 6613 6853 / 7092	6781 / 7045 7308 / 7572	7189 / 7476 7764 / 8051	7596 / 7907 8219 / 8530





D	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
JV Alpine Skiing Head	3163 / 3259 3354 / 3450	3546 / 3642 3738 / 3834	3930 / 4026 4121 / 4217	4169 / 4313 4456 / 4600	4361 / 4505 4648 / 4792	4553 / 4697 4840 / 4984	4744 / 4888 5031 / 5175	4936 / 5080 5223 / 5367	5128 / 5272 5415 / 5559	5319 / 5463 5607 / 5751
JV Cross Country Assistant	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3642 / 3834 4025 / 4217	3882 / 4121 4361 / 4600	4074 / 4313 4553 / 4792	4265 / 4505 4744 / 4984	4457 / 4696 4936 / 5175	4649 / 4888 5128 / 5367	4840 / 5080 5319 / 5559	5032 / 5272 5511 / 5751
JV Football Assistant	3450 / 3450 3450 / 3450	3834 / 3834 3834 / 3834	4217 / 4217 4217 / 4217	4600 / 4600 4600 / 4600	4792 / 4792 4792 / 4792	4984 / 4984 4984 / 4984	5175 / 5175 5175 / 5175	5367 / 5367 5367 / 5367	5559 / 5559 5559 / 5559	5751 / 5751 5751 / 5751
JV Golf Head	2300 / 2684 3067 / 3450	2540 / 2971 3403 / 3834	2779 / 3259 3738 / 4217	3019 / 3546 4073 / 4600	3210 / 3738 4265 / 4792	3402 / 3930 4457 / 4984	3594 / 4121 4648 / 5175	3785 / 4313 4840 / 5367	3977 / 4505 5032 / 5559	4169 / 4697 5224 / 5751
JV Gymnastics Head	2588 / 2875 3163 / 3450	2971 / 3259 3546 / 3834	3355 / 3642 3930 / 4217	3594 / 3929 4265 / 4600	3786 / 4121 4457 / 4792	3978 / 4313 4649 / 4984	4169 / 4505 4840 / 5175	4361 / 4696 5032 / 5367	4553 / 4888 5224 / 5559	4745 / 5080 5416 / 5751
JV Ice Hockey Assistant	3163 / 3259 3354 / 3450	3546 / 3642 3738 / 3834	3930 / 4026 4121 / 4217	4169 / 4313 4456 / 4600	4361 / 4505 4648 / 4792	4553 / 4697 4840 / 4984	4744 / 4888 5031 / 5175	4936 / 5080 5223 / 5367	5128 / 5272 5415 / 5559	5319 / 5463 5607 / 5751
JV Lacrosse Assistant	2588 / 2875 3163 / 3450	2971 / 3259 3546 / 3834	3355 / 3642 3930 / 4217	3594 / 3929 4265 / 4600	3786 / 4121 4457 / 4792	3978 / 4313 4649 / 4984	4169 / 4505 4840 / 5175	4361 / 4696 5032 / 5367	4553 / 4888 5224 / 5559	4745 / 5080 5416 / 5751
JV Swimming Assistant	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3642 / 3834 4025 / 4217	3882 / 4121 4361 / 4600	4074 / 4313 4553 / 4792	4265 / 4505 4744 / 4984	4457 / 4696 4936 / 5175	4649 / 4888 5128 / 5367	4840 / 5080 5319 / 5559	5032 / 5272 5511 / 5751
JV Track Head (Indoor)	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3642 / 3834 4025 / 4217	3882 / 4121 4361 / 4600	4074 / 4313 4553 / 4792	4265 / 4505 4744 / 4984	4457 / 4696 4936 / 5175	4649 / 4888 5128 / 5367	4840 / 5080 5319 / 5559	5032 / 5272 5511 / 5751
Modified A Basketball Head	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3642 / 3834 4025 / 4217	3882 / 4121 4361 / 4600	4074 / 4313 4553 / 4792	4265 / 4505 4744 / 4984	4457 / 4696 4936 / 5175	4649 / 4888 5128 / 5367	4840 / 5080 5319 / 5559	5032 / 5272 5511 / 5751
Modified A Cheer Head	2300 / 2684 3067 / 3450	2540 / 2971 3403 / 3834	2779 / 3259 3738 / 4217	3019 / 3546 4073 / 4600	3210 / 3738 4265 / 4792	3402 / 3930 4457 / 4984	3594 / 4121 4648 / 5175	3785 / 4313 4840 / 5367	3977 / 4505 5032 / 5559	4169 / 4697 5224 / 5751
Modified A Football Head *	3450 / 3450 3450 / 3450	3834 / 3834 3834 / 3834	4217 / 4217 4217 / 4217	4600 / 4600 4600 / 4600	4792 / 4792 4792 / 4792	4984 / 4984 4984 / 4984	5175 / 5175 5175 / 5175	5367 / 5367 5367 / 5367	5559 / 5559 5559 / 5559	5751 / 5751 5751 / 5751
Varsity Alpine Skiing Assistant	3163 / 3259 3354 / 3450	3546 / 3642 3738 / 3834	3930 / 4026 4121 / 4217	4169 / 4313 4456 / 4600	4361 / 4505 4648 / 4792	4553 / 4697 4840 / 4984	4744 / 4888 5031 / 5175	4936 / 5080 5223 / 5367	5128 / 5272 5415 / 5559	5319 / 5463 5607 / 5751
Varsity Gymnastics Assistant	3163 / 3259 3354 / 3450	3546 / 3642 3738 / 3834	3930 / 4026 4121 / 4217	4169 / 4313 4456 / 4600	4361 / 4505 4648 / 4792	4553 / 4697 4840 / 4984	4744 / 4888 5031 / 5175	4936 / 5080 5223 / 5367	5128 / 5272 5415 / 5559	5319 / 5463 5607 / 5751
Varsity Nordic Skiing Assistant *	3450 / 3450 3450 / 3450	3834 / 3834 3834 / 3834	4217 / 4217 4217 / 4217	4600 / 4600 4600 / 4600	4792 / 4792 4792 / 4792	4984 / 4984 4984 / 4984	5175 / 5175 5175 / 5175	5367 / 5367 5367 / 5367	5559 / 5559 5559 / 5559	5751 / 5751 5751 / 5751
Varsity Track Assistant (Indoor)	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3642 / 3834 4025 / 4217	3882 / 4121 4361 / 4600	4074 / 4313 4553 / 4792	4265 / 4505 4744 / 4984	4457 / 4696 4936 / 5175	4649 / 4888 5128 / 5367	4840 / 5080 5319 / 5559	5032 / 5272 5511 / 5751

E	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
JV Track Assistant (Indoor)	2779 / 2875 2971 / 3067	3163 / 3259 3354 / 3450	3546 / 3642 3738 / 3834	3738 / 3834 3929 / 4025	3930 / 4026 4121 / 4217	4121 / 4217 4313 / 4409	4313 / 4409 4504 / 4600	4505 / 4601 4696 / 4792	4696 / 4792 4888 / 4984	4888 / 4984 5079 / 5175
Modified B Baseball Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Basketball Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Cheer Head	2205 / 2492 2780 / 3067	2444 / 2779 3115 / 3450	2684 / 3067 3451 / 3834	2875 / 3259 3642 / 4025	3067 / 3450 3834 / 4217	3259 / 3642 4026 / 4409	3450 / 3834 4217 / 4600	3642 / 4025 4409 / 4792	3834 / 4217 4601 / 4984	4025 / 4409 4792 / 5175
Modified B Cross Country Head	2205 / 2492 2780 / 3067	2444 / 2779 3115 / 3450	2684 / 3067 3451 / 3834	2875 / 3259 3642 / 4025	3067 / 3450 3834 / 4217	3259 / 3642 4026 / 4409	3450 / 3834 4217 / 4600	3642 / 4025 4409 / 4792	3834 / 4217 4601 / 4984	4025 / 4409 4792 / 5175
Modified B Field Hockey Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Football Head *	3067 / 3067 3067 / 3067	3450 / 3450 3450 / 3450	3834 / 3834 3834 / 3834	4025 / 4025 4025 / 4025	4217 / 4217 4217 / 4217	4409 / 4409 4409 / 4409	4600 / 4600 4600 / 4600	4792 / 4792 4792 / 4792	4984 / 4984 4984 / 4984	5175 / 5175 5175 / 5175
Modified B Lacrosse Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Soccer Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Softball Head	2205 / 2492 2780 / 3067	2444 / 2779 3115 / 3450	2684 / 3067 3451 / 3834	2875 / 3259 3642 / 4025	3067 / 3450 3834 / 4217	3259 / 3642 4026 / 4409	3450 / 3834 4217 / 4600	3642 / 4025 4409 / 4792	3834 / 4217 4601 / 4984	4025 / 4409 4792 / 5175
Modified B Swimming Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Track Head (Outdoor)	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Volleyball Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175
Modified B Wrestling Head	2492 / 2684 2875 / 3067	2875 / 3067 3258 / 3450	3259 / 3451 3642 / 3834	3450 / 3642 3833 / 4025	3642 / 3834 4025 / 4217	3834 / 4026 4217 / 4409	4026 / 4217 4409 / 4600	4217 / 4409 4600 / 4792	4409 / 4601 4792 / 4984	4601 / 4792 4984 / 5175

F	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
JV Cheer Assistant	2683 / 2683	3067 / 3067	3450 / 3450	3642 / 3642	3834 / 3834	4025 / 4025	4217 / 4217	4409 / 4409	4600 / 4600	4792 / 4792
Modified A Football Assistant *	2683 / 2683	3067 / 3067	3450 / 3450	3642 / 3642	3834 / 3834	4025 / 4025	4217 / 4217	4409 / 4409	4600 / 4600	4792 / 4792
Modified B Football Assistant *	2683 / 2683	3067 / 3067	3450 / 3450	3642 / 3642	3834 / 3834	4025 / 4025	4217 / 4217	4409 / 4409	4600 / 4600	4792 / 4792
Modified B Cross Country Assistant	2109 / 2300	2348 / 2588	2588 / 2875	2780 / 3067	2971 / 3259	3163 / 3450	3355 / 3642	3546 / 3834	3738 / 4025	3930 / 4217
Modified B Gymnastics Head	2396 / 2492	2779 / 2875	3163 / 3259	3354 / 3450	3546 / 3642	3738 / 3834	3930 / 4026	4121 / 4217	4313 / 4409	4505 / 4601
Modified B Skiing Head (Alpine/Nordic)	2396 / 2492	2779 / 2875	3163 / 3259	3354 / 3450	3546 / 3642	3738 / 3834	3930 / 4026	4121 / 4217	4313 / 4409	4505 / 4601
Modified B Track Head (Indoor)	2683 / 2683	3067 / 3067	3450 / 3450	3642 / 3642	3834 / 3834	4025 / 4025	4217 / 4217	4409 / 4409	4600 / 4600	4792 / 4792
Unified Basketball Head	2396 / 2492	2779 / 2875	3163 / 3259	3354 / 3450	3546 / 3642	3738 / 3834	3930 / 4026	4121 / 4217	4313 / 4409	4505 / 4601
Unified Bowling Head	2396 / 2492	2779 / 2875	3163 / 3259	3354 / 3450	3546 / 3642	3738 / 3834	3930 / 4026	4121 / 4217	4313 / 4409	4505 / 4601

G	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Unified Basketball Assistant	2013 / 2109	2252 / 2396	2492 / 2684	2684 / 2875	2875 / 3067	3067 / 3259	3259 / 3451	3450 / 3642	3642 / 3834	3834 / 4026
Unified Bowling Assistant	2013 / 2109	2252 / 2396	2492 / 2684	2684 / 2875	2875 / 3067	3067 / 3259	3259 / 3451	3450 / 3642	3642 / 3834	3834 / 4026

### 1-3-5 Career Incentives

The following career incentives shall be granted for continuous coaching of the same sport in Pittsford.

Each year the appropriate incentive shall be added to the coaching salary.

#### Incentives

11-14 years	\$357
15-19 years	\$510
20 or more years	\$663

1-3-6 the event of significant changes in a sport, the District and/ or PDTA may initiate a request for review of the sport.

## 1-4 Compensation for Instructional Leadership

**1-4-1** District Standards Leader - Stipends and release time arrangements shall be provided for persons designated as District Standards Leaders as follows:

	Stipend	Release
Art K-12	12,540	10 days
Behavior Specialist	4,439	10 days
Business Education 9-12	6,039	10 days
Counseling K-12	12,540	10 days
Elementary ELA & Elementary Reading	-	1.0
Elementary Mathematics/Science	-	1.0
Elementary Social Studies/Generalist	-	1.0
Secondary English L.A.	-	0.4
ENL K-12 (Starting 2017-18)	4,439	10 days
FACS 6-7 & HE 6, 8, 10	4,439	10 days
Library/Media	11,442	10 days
Secondary Mathematics	-	0.4
Music K-12	12,814	10 days
PE K-12	12,814	10 days
Instructional Challenge K-8	6,902	10 days
Psychologist K-12	6,902	10 days
Secondary Reading	4,528	10 days
Secondary Science	-	0.5
S.N.T./Nurse K-12	12,540	10 days
Secondary Social Studies	-	0.4
Special Education K-12	-	1.0
Speech	6,863	10 days
Technology Education	6,450	10 days
World Languages	-	0.4

**1-4-2** Each District Standards Leader will be given two (2) summer days paid at 1/200<sup>th</sup> of annual salary. In addition, District Standards Leaders who receive ten (10) days or more may convert 2.5 release days for one additional summer day. Summer work in excess of time allotted can be submitted for pre-approval to the *Assistant Superintendent for Instruction* and may include time for relevant research, etc.

### 1-4-3 Department Leader - Secondary Level

Stipend will be based upon the number of department members (full-time equivalents), within the building, as of August 1 of the current school year. Paraprofessionals and auxiliary staff assigned to the department will count as .5 of a full-time professional staff. Counseling clerical staff will count as .5 of a full-time professional staff.

The principal will grant up to one day release time per year, per full-time equivalent teacher, including the Department Leader, to carry out department responsibilities. The principal may grant up to 5 summer workdays to complete tasks related to the improvement of instruction for the department and subject area.

The Department Leader may opt to convert 2.5 school year release days for 1 paid summer workday.

To the extent possible, Department Leader positions are intended to be filled by different staff from the District Standards Leader positions. In unusual circumstances, with the permission of the Association and the Superintendent, the same person may be allowed to fill both positions.

Small departments below 1.6 FTEs will be included in larger departments for the purpose of cooperative decision making (Instructional Leadership Team representation). Speech Language will be included in the Special Education Department. At the high school level, if Health and/or Reading fall below 1.5 FTEs they will be included in the Physical Education/English departments respectively.

FTE's	Stipend
<i>HS Health and/or Reading Less than 1.5 choosing to serve on ILT</i>	867
1.5 - 2.5 (including MS FACS/Health 1.0-1.5)	3,007
2.6 - 3.5	3,722
3.6 - 4.5	4,435
4.6 - 5.5	5,544
5.6 - 6.5	6,448
6.6 - 7.5	7,379
7.6 - 8.5	7,934
8.6 - 9.5	8,490
9.6 - 10.5	8,763
10.6 – 14.5	9,372
14.6 – above	*10,121

\*The Department Leader may opt to exchange the stipend specified for a .2 release from teaching duties.

### 1-4- Middle School Leaders

	Stipend
4-5 person Team Leader	4,155
6-8 person Team Leader	5,400



#### 1-4-5 Elementary Leaders

<b>Building Grade Level Chairs K-5</b>	<b>Stipend</b>
2 – 4 sections	2,874
5 or more sections	3,265
<b>Instructional Area Representatives (Elementary Level)</b>	
Special Subject Area Member	642
Support Services Staff Member (Psychologist, Counselor, Reading, Special Education, Library, SNT, ELL, Instructional Challenge, Special Education, Library, SNT, ELL)	642

#### 1-4-6 Other Leaders

	<b>Stipend</b>
Secondary Bldg. Technology Committee Chair	2,092
Elementary Bldg. Technology Committee Chair	1,345
Mentor (per mentee)	1,814
Teacher Center Director	3,217
Performing Arts Coordinator	3,217 + 20 summer days at 1/200 <sup>th</sup>
Driver Education Coordinator	13,006
Director of Summer Enrichment	11,768
Instructional Coaches	1,345
High School Online Coordinator <ul style="list-style-type: none"> <li>• maximum of 10 students</li> <li>• prorated for less than full year courses</li> </ul>	1,000 + 550/student
High School Scheduler	.2 Release or 15% Salary Overage
District Odyssey of the Mind Coordinator	1,807
Building Athletic Coordinator (.2 Release) MS	9,201
Building Athletic Coordinator (.2 Release) HS	11,502

#### 1-4-7 Compensation for Instructional Support Teams (IST)

When the IST meets during the school day, there will be no compensation for team members. The meetings/duties may not impede or supplant the member's daily lunch or planning periods. When applicable during the work day, the meetings shall be considered part of the Member's Administrative Duty, not to exceed 3 periods per 6-day cycle. When IST meets outside the school day, team members shall receive a stipend of \$900 or an hourly rate of \$25/hour, not to exceed \$900.

	<b>Stipend</b>
Elementary chair	\$1,150
Secondary co-chair	\$900

## 1-5 Compensation for Extracurricular

**1-5-1** The District Extracurricular Committee will consist of a representative from each school, appointed by the Association and three (3) administrators, one (1) elementary, one (1) middle and one (1) high school, appointed by the District. The Committee will be co-chaired by one (1) of the PDTA representatives and one (1) of the administrators.

Evaluations of all existing Traditional (T), Performance (P), Student Social, Cultural and Academic (S) clubs and activities will be submitted to the District. The District Extracurricular Committee will conduct reviews according to the schedule below for each of these categories based upon these evaluations and will recommend continuance or removal of an activity or club. The Committee will also review requests for compensation of District approved activities or clubs. The Committee will place activities and clubs at the appropriate level using the following criteria: the number of advisor hours required, the number of students registered and attending, and the level of responsibility of the advisor. The Committee will ensure that the placement of these clubs fits within the compensation schedule negotiated.

Evaluations of all District Initiative (D) clubs and activities will be submitted to the appropriate administrators. The administrator will conduct reviews according to the schedule below based upon these evaluations and an assessment of the District's needs and will recommend continuance or removal of an activity or club. The administrator will work with a PDTA representative to place activities and at the appropriate level using like T, P, S clubs and activities from above.

The review process for Extra-Curricular clubs will be completed by May 25. The list of extra-curricular activities and stipends will be posted on the district website no later than June 1. The total amount for extracurricular cannot exceed the agreed upon amount.

Review Schedule (Traditional and Performance to alternate years following the first year)

Traditional Clubs/Activities (T)	2023-2024, 2025-2026
Performance Clubs/Activities (P)	2024-2025, 2026-2027
Student Social, Cultural and Academic Clubs/Activities (S)	Annually
District Initiative Clubs/Activities (D)	Annually

**1-5-1a** Compensation for extracurricular clubs/activities, not yet compensated according to table 1-5-2, will be granted an annual stipend based on continuous service.

\$200 in year two

\$300 in year three

\$400 in year four

\$500 in each following consecutive year until designated in table 1-5-2

All uncompensated clubs established prior to 2023, having submitted the previous year's extracurricular survey, will receive \$200 in the 2023-2024 school year.

**1-5-2** The compensation schedule for Extracurricular shall be as follows:

High School Musical Director/Producer	\$4,954
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Level	1	2	3	4	5	6	7	8	9
A	2,195	2,260	2,324	2,389	2,453	2,518	2,582	2,647	2,711
B	1,420	1,485	1,550	1,614	1,679	1,743	1,809	1,873	1,937
C	1,097	1,163	1,227	1,292	1,355	1,433	1,485	1,550	1,614
D	968	1,033	1,097	1,163	1,227	1,292	1,355	1,420	1,485
E	839	904	968	1,033	1,097	1,163	1,227	1,292	1,355
F	646	710	775	839	904	968	1,033	1,097	1,163

**1-5-3** Career Incentives

The following career incentives shall be granted for advisors who continuously advise the same club or activity in Pittsford. Each year the appropriate incentive shall be added to the extracurricular salary.

Incentives:

10-12 years	\$208
13-14 years	\$309
15 or more years	\$412

**1-6 Compensation for Chaperones**

Hourly Rate	
Chaperone	\$31.09
Head Chaperone	\$34.90

## **1-7 Compensation for Career Award**

**1-7-1** Eligibility - Teachers who retire from their employment with the Pittsford Central School District under the following conditions shall be eligible for the benefits specified:

- The date of retirement must be between the end of the second semester and August 31, during the summer recess.
- The teacher must submit a written letter of retirement to the Human Resources Office not later than January 15, or the next school day if the 15<sup>th</sup> falls on a weekend/holiday, preceding the date of retirement.
- The teacher must be eligible to retire through the New York State Teachers' Retirement System on the date of retirement.
- Full-time and part-time teachers who meet the above requirements and who have been employed an equivalent of 10 full-time years or more immediately preceding retirement shall be eligible for this benefit.
- A teacher satisfying the conditions set forth above shall receive a payment of \$60 per day of accumulated personal and family sick leave to a maximum of 200 days plus \$600 per year of service. Payment will be made in one lump sum payment during the month of July to a qualified 403(b) plan as allowed by law and outlined in the District's Plan document to a maximum of \$30,000.
- The District will pay the reasonable cost of the dinner for the retiree, those individuals entering the 20-year club, and their guest at the annual PDTA sponsored retirement party.

## **1-8 Compensation in the Event of Reassignment**

**1-8-1** One day of paid summer work will be provided to professional employees who work one day and who:

- move from one school to another
- move grade levels within the same elementary school
- change subject matter areas, i.e. Math to Science, English to Social Studies
- are notified of a change in room assignment after June 15, for the following school year

**1-8-2** Such payment shall be made on a prorated basis to all teachers who transfer and work six-tenths or more of a full-time position.

## **1-9 Compensation for Summer Employment and Enrichment**

**1-9-1** Staff employed by the District during the summer months to perform the same or comparable duties as during the regular school year shall be paid 1/200 of their salary. Staff employed to teach the self-supporting enrichment program shall be paid as follows: \$43.07/hr

**1-9-2** The workday shall be 7 hours. Those working less than 7 hours shall be paid on a prorated basis.

**1-9-3** Staff that provide AIS summer services for students under the Title 1 grant, and all tutoring services excluding those provided by district based Tutoring Center will be paid \$55.00 per hour. Staff that provide AIS services in Title 1 programs during the months of September through June will be paid a fixed rate of \$40.00 per hour.

**1-9-4** Each Instructional Technology Teacher (ITT) will be given two (2) summer days paid at 1/200<sup>th</sup> of annual salary. Summer work in excess of time allotted can be submitted for pre-approval by Director of Technology.

## **1-10 Compensation for Curriculum Writing Committees**

**1-10-1** Professional staff members who participate on approved Curriculum Writing Committees shall be paid per hour of work as follows: \$43.90/hr

**1-10-2** Payment shall be made for participation during the summer months and outside the normal school day. Payment shall not be made when release time is granted or when the employee is otherwise paid.

**1-10-3** Yearly asynchronous PD is required for all curriculum writers.

## **1-11 Jury Duty**

**1-11-1** Employees who serve on jury duty shall be paid their full, regular salary and shall be entitled to any fees paid for their jury service.

## **1-12 Salary Deductions**

**1-12-1** When it is necessary to calculate salary deductions for absences, the daily deduction shall be one two-hundred and fiftieth (1/250th) of the yearly pay for persons working on a 12-month basis, and one two-hundredth (1/200th) of the yearly pay for persons who work on a 10-month basis.

## **1-13 Interview Committee Compensation**

**1-13-1** Staff members that voluntarily participate on an interview committee outside the normal

workday, who are not otherwise compensated for the role, may submit timesheets at the hourly rate of \$24.50.

# **2 PROFESSIONAL LEARNING**

The Board of Education and the Pittsford District Teachers' Association are committed to supporting ongoing professional learning for all faculty and staff that:

- is aligned with district, building and individual goals
- is standards-based, job embedded, supported by multiple forms of data, driven by student learning and focused on Next Generation skills
- creates a collaborative culture where all staff work together to improve student achievement

## **2-1 Tuition Reimbursement**

**2-1-1** All courses taken for credit must be approved, and the finances encumbered, prior to the start of the course by the Superintendent or his/her designee.

**2-1-2** Employees shall be eligible for 1/2 tuition reimbursement for an unlimited number of hours of graduate study or university sponsored professional clinical training programs during each fiscal year until attaining a Masters Degree. After that, employees shall be eligible for 1/2 tuition reimbursement for 6 hours of graduate study or university sponsored professional clinical training programs during each fiscal year in which the credits were approved and the finances encumbered.

**2-1-3** Part-time employees shall be given tuition reimbursement proportional to the percentage of full-time worked.

**2-1-4** Tuition reimbursement for undergraduate courses will be considered upon application when they are appropriate to new programs and not available on the graduate level.

**2-1-5** To claim tuition reimbursement, the employee must submit proof of payment to the Human Resources Office along with evidence of successful completion of the course. Since the funds were encumbered, tuition reimbursement may occur in the subsequent fiscal year.

**2-1-6** Student Teacher Vouchers must be used whenever possible.

**2-1-7** Waivers shall be distributed in the following manner:

- The sponsoring teacher earning the voucher may give it to any employee within the District.
- The sponsoring teacher may submit the voucher to the building principal who will distribute the vouchers within the teacher's school.
- Any unused vouchers shall be submitted to the Human Resources Office and shall be distributed to interested staff members.

## **2-2 Professional Learning Compensation and Requirements**

**2-2-1** Staff members will be required to participate in twelve (12) hours of professional learning annually. The hours must be completed by May 31. The twelve (12) hours must occur outside of the regular school day and be designated as building or District opportunities OR related to individual targets and approved by the building principal. The requirement for part-time staff shall be prorated based on their FTE.

Certificated staff members will be reimbursed for hours beyond the required twelve (12) as follows:

### **Professional Learning Initiatives:**

- 0-12 no pay
- 12.5-24 \$28 per hour
- 24.5+ \$25 per hour

### **Electives: \$25 per hour**

**2-2-2** For approved collegial circles to count toward the twelve-hour professional learning requirement they may not start before 3:00 p.m. at the secondary level or 3:30 p.m. at the elementary level. Collegial circles that meet in the morning outside the school day will continue to count towards the twelve-hour professional learning requirement.

## **2-3 Conference and Workshop Attendance**

**2-3-1** Employees, with the approval of the Superintendent, may have the opportunity to attend workshops, programs or conferences at the partial or total expense of the District.

**2-3-2** At the discretion of the principal, alternative means of in-service training may be provided. Such alternative means may include the hiring of consultants or specialists to work within the District.

**2-3-3** Employees attending workshops or conferences may be asked to provide a written or oral report of the activities of the conference.

**2-3-4** To be eligible for reimbursement of full or partial expenses, the employee must receive prior approval by filing the conference and travel form.

## **2-4 Classroom Visitations**

**2-4-1** Each full-time employee may be granted up to 2 days each year to observe other in-district or out-of-district programs when prior approval is granted by the appropriate building principal up to the limitations of Section 2-4-2.

**2-4-2** The total number of visitation days available for the district shall not exceed the equivalent of one-half day per full-time employee available to each building on a prorated basis.

**2-4-3** The District shall not incur additional costs beyond the costs of a substitute teacher.

## **2-5 Wanda Ward Study Grants**

**2-5-1** The District shall appropriate a fund of no less than \$5000 to be used by staff members for professional learning activities during recess periods. The Study Grant Committee, comprised of one Association member from each building and the Association's President or his/her designee, shall recommend a recipient of this award to the Superintendent or his/her designee.

**2-5-2** The criteria for determining who shall receive the grants and the application procedures for grants shall be established by the Committee and presented to the Superintendent or his/her designee for review and/or approval.

## **2-6 Mentoring Program**

**2-6-1** Teachers new to the District will participate in the District's mentoring program.

## **2-7 Specific Behavioral Management Training for Staff Working with Special Populations of Students**

**2-7-1** The District will offer ongoing training opportunities for staff multiple times throughout the school year and in the summer to provide professional development for staff who are expected to provide support to students with specific behavioral management plans/needs along with yearly refresher training. In order to remain eligible for these positions, those staff members working with students with specific behavior management plans/needs must complete the initial or annual refresher training as needed. For Association staff hired after such training has been offered, there will be a minimum of one release day to meet and work with the child's team prior to beginning the job. Additionally, such Association members may also need to be released to receive this training. The Teacher Center will keep a "wait list" for teachers needing training.

# **3 LEAVES OF ABSENCE**

## **3-1 Personal and Family Illness**

**3-1-1** Each employee shall be granted 15 sick days of absence annually for personal illness or serious illness in the immediate family.

**3-1-2** The immediate family shall be defined as the spouse, parent, son, daughter, brother, sister, or a relative residing in the household.

**3-1-3** Unused sick leave may accumulate to a maximum of 200 days.

**3-1-4** No sick leave deduction shall be made for absences resulting from injuries caused by an assault or an accident occurring while performing assigned duties for a period up to one year provided that the employee has not been negligent.

### **3-2 Prolonged Illness Days**

**3-2-1** At the end of the third, eighth, thirteenth and eighteenth years of Pittsford teaching service, the Board shall grant each full-time employee 25 days of absence with pay for personal illness.

**3-2-2** At the end of the eighth, thirteenth and eighteenth years of Pittsford teaching service, the Board shall grant each part-time employee who works half-time or more for those years, 25 days of absence with pay for personal illnesses.

**3-2-3** Prolonged illness days shall be used in the event that an employee's illness extends for more than 15 consecutive school days.

**3-2-4** Upon reaching the sixteenth consecutive day of any continuous illness, the regular cumulative leave days previously used for that illness shall be restored to personal sick leave and charged against prolonged illness days.

**3-2-5** Separate records of personal illness and prolonged illness shall be maintained.

### **3-3 Sick Leave Bank**

**3-3-1** A sick leave bank is available. It is administered by the Association and the District.

**3-3-2** All employees who are members of Sick Leave Bank may elect to donate up to four (4) additional sick days to the Sick Leave Bank each year during open enrollment.

**3-3-3** All employees who retire with sick days in excess of 200 may contribute up to four (4) additional sick days to the Sick Leave Bank upon retirement.

### **3-4 Childcare Leave**

**3-4-1** Each employee shall be granted childcare leave in conjunction with the birth or adoption of a child. Such leave shall be granted for no longer than two (2) full years. The return from any such leave shall be at the start of the second semester of the first year or at the beginning of a school year. No two childcare leaves shall be granted consecutively.

**3-4-2** Employees must provide written notice to the Human Resources Office of the expected date of the leave as soon as possible but not less than 90 days prior to the commencement of the leave. It is understood that in the event of an adoption, 90 days prior notice may not always be possible.

**3-4-3** Notification of intention to return to teaching must be received by the Human Resources Office by August 15 if returning at the start of the second semester or by March 1 if returning at the beginning of the following school year. Failure to notify the District of intention to return shall be deemed a resignation.

**3-4-4** An employee returning from childcare leave shall retain seniority rights, all salary credits, and tenure status granted prior to the leave.

**3-4-5** A teacher returning from a childcare leave of one full school year or less, shall be assigned to the same position, if in existence, which the teacher held at the time the leave commenced.



**3-4-6** Members taking childcare leave for birth or adoption may use accrued unused sick leave for the remaining FMLA time following their absence.

### **3-5 Military Leaves**

**3-5-1** Employees who are ordered to duty or volunteer for qualifying military service as defined under Federal or State law will be granted leave, and are entitled to reemployment rights, in accordance with such laws and applicable District policy.

**3-5-2** Employees taking leave under this provision shall notify Human Resources of the leave as soon as practicable and shall submit a copy of his/her orders to Human Resources.

**3-5-3** An employee returning from military leave shall retain seniority rights, all salary credits, and tenure status granted prior to the leave.

**3-5-4** If the compensation provided by the military is less than the employee's base salary with the District, the District will provide compensation for the difference. Health and dental insurance coverage will be continued at the current cost sharing rate.

### **3-6 Leaves of Absence Without Pay**

**3-6-1** The Superintendent may grant permanently and professionally certified, tenured employees' unpaid leaves of absence. Employees returning from such leave shall retain their tenure status, seniority rights and salary credits granted prior to the leave.

**3-6-2** Requests for such leave shall be made in writing to the Superintendent 90 days prior to the intended start of the leave.

**3-6-3** A teacher returning at the start of the school year, from a leave of absence without pay of one full school year or less, shall be assigned to the same position, if in existence, which the teacher held at the time the leave commenced.

### **3-7 Leaves of Absence for Professional Growth**

**3-7-1** The Superintendent may grant paid or unpaid leaves of absence for purposes of professional growth for the length of time deemed appropriate. Employees returning from such leave shall retain their tenure status, seniority rights and salary credits granted prior to the leave.

**3-7-2** Requests for such leave shall be made in writing to the Superintendent 90 days prior to the intended start of the leave.

**3-7-3** A teacher returning at the start of the school year, from a leave of absence without pay of one full school year or less, shall be assigned to the same position, if in existence, which the teacher held at the time the leave commenced.

### **3-8 Personal Leave – Without Deduction from Sick Leave**

Each employee shall be granted paid leave for the following absences when prior approval is granted by the appropriate building principal. Request for such days shall be made in writing to the supervisor, on the appropriate form, at least 5 days in advance of the absence if possible.

#### **3-8-1 Bereavement Days:**

Immediate family which includes spouse, parent, son, daughter, brother, sister or a relative residing in the household	<b>5 Days</b>
Mother-in-law, father-in-law, brother-in-law, sister-in-law	<b>3 Days</b>
Grandparent or grandchild	<b>2 Days</b>

#### **3-8-2 Subpoena: As required**

#### **3-8-3 Jury Duty: As required**

#### **3-8-4 Quarantine by Health Bureau: As required**

#### **3-8-5 Religious observance requiring absence from work: 2 days**

### **3-9 Personal Leave – With Deduction from Sick Leave**

**3-9-1** Each employee shall be granted paid personal leave when prior approval is granted by the appropriate supervisor except that such leave days shall be deducted from personal sick days. Request for such days shall be made in writing to the supervisor, on the appropriate form, at least 5 days in advance of the absence if possible.

**3-9-2** Personal days are for the purpose of conducting emergency or personal business which cannot be scheduled outside the normal workday. Such days shall not be granted for personal recreation or vacation. Personal days shall not be granted for days immediately preceding or following school vacations except in extreme emergencies. When personal days are requested for days immediately preceding or following school vacations, the reasons for such leave shall be provided upon the request of the supervisor.

#### **3-9-3 Examples of appropriate use of personal leave include, but are not limited to:**

- bereavement days for relative or close friend
- wedding in the immediate family
- college graduation or initial registration for immediate family member
- birth or adoption of a child including international travel as required
- house closing of personal residence

### **3-10 Unauthorized Leaves of Absence**

Any teacher subject to discipline may at any time elect to invoke the 3020a process.

**3-10-1** Employees who take unauthorized leaves of absence and do not invoke the 3020a process may receive a formal reprimand to be placed in their personnel file and may be subject to disciplinary measures as follows:

First Occurrence	Deduction of one day pay plus cost of the substitute for each day of absence
Second Occurrence	Deduction of two days' pay plus cost of the substitute for each day of absence
Third Occurrence	A one-month suspension without pay
Fourth Occurrence	Dismissal

**3-11 Job Sharing** - Tenured full-time staff members may be eligible for job sharing.

**3-11-1** Two full-time, tenured teachers may share the responsibilities for one teaching position. It is not necessary that each teacher be responsible for 50% of the position. Other combinations that are mutually agreeable may be used such as 60/40. Each teacher will be responsible for certain hours of the school day, days of the week, months, a semester, or other mutually agreeable segments of time.

**3-11-2** Teachers wishing to share a position shall fill out an application provided by the Human Resources Office. The application will be submitted by February 15 to the building principal(s) for approval. Upon approval, the building principal will forward the application to the Director of Human Resources for approval. A decision regarding approval/denial will be made by March 15. Applications should be made on a one-year basis and must be renewed every year. If a request is denied, the reason will be shared, in writing, with the teachers.

**3-11-3** Unit members will be paid on a prorated basis of the appropriate base salary.

**3-11-4** Unit members shall retain full seniority earned prior to becoming a job sharer. Additional seniority shall continue to accrue on a prorated basis during the time served as a shared teacher.

**3-11-5** Unit members shall retain sick leave benefits accrued immediately prior to job sharing. Unit members shall be granted sick days and personal days on a prorated basis and for the conditions set forth in Article 3 – Leaves of Absence.

**3-11-6** Job sharers who elect to participate in the insurance coverage set forth in Article 4-1-2 will pay the portion of the premium which is equal to a part-time unit member unless the job sharing is less than half time, in which case the job sharer has no rights to insurance coverage.

**3-11-7** Job sharers shall attend full workshop days, open house, parent conferences and such other professional meetings that may be required without the payment of additional salary. Job sharers will attend other professional obligations as agreed upon with the building principal.

**3-11-8** Job sharers will be encouraged to substitute for each other with the approval of the building principal and will receive the appropriate substitute rate.

**3-11-9** At the conclusion of the first or second year of job sharing, the job sharer will be eligible for full-time positions in their tenure area with all rights and benefits. One of the two job sharers may remain in the position they have been sharing. Preference will be given to the more senior staff member. The other job sharer will respond to available openings that are posted. After the third year of job sharing, the job sharers will be eligible for the next unencumbered full-time position available in their tenure area with all rights and benefits.

**3-11-10** Notification of intention to return to full-time teaching must be received by the Human Resources Office by March 1 if returning at the beginning of the following school year.

## **4 INSURANCE**

Beginning January 01, 2019 all references to Blue Point II, Blue shall be replaced with RASHP II

### **4-1 Health Insurance**

**4-1-1** The District shall provide hospital, surgical and major medical insurance for all regularly assigned employees who work half time or more. Employees shall not be eligible for duplicate District provided insurance.

**4-1-2** Starting in the 2019-20 school year, all RASHP II health insurance plans will be offered. RASHP II Value will remain base plan. If the employee elects coverage through a less expensive plan than the base, the District shall pay the difference in cost between the cost of the plan and the District contribution for the RASHP II Value policy, up to 100%. Employees who elect to enroll a “domestic partner” for health insurance and/or dental coverage may do so by submitting the “Domestic Partnership Affidavit” to the Human Resources Department. See Appendix A. Employees who work less than full-time shall pay an additional amount on a pro-rated basis, according to their full-time equivalent status.

**4-1-3** Starting in the 2014-15 school year, all employees will pay **10%** of the premium for RASHP II Value.  
Starting in the 2026-27 school year, all employees will pay **12%** of the premium for RASHP II Value.

**4-1-4** For employees retiring on or after July 1, 1995 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, provided the employee has a minimum of 10 years of service preceding the normal retirement date, the Board will continue to pay the premium cost for the retiree as paid for current employees. For all part-time staff of .5 or more, years of service shall be awarded on a prorated basis.

**4-1-5** Other retired employees may continue participation in the group at no cost to the District.

**4-1-6** Provision of Health Insurance for Dependents of Deceased Employees and Retirees:  
The District shall continue coverage for 3 years to the spouse/domestic partner as referred to in Section 4-1-2 and/or dependent children of the deceased full-time or part-time eligible employee unless remarriage or becoming otherwise insured. Employees who retire July 1, 2019 or later are eligible for this provision as referred to in 4-1-4.

**4-1-7** The District shall continue to provide health insurance benefits at a level no less than those provided through the current community-rated Blue Cross/Blue Shield plan.

**4-1-8** The confidential medical records maintained by the health plan shall not be available for review by District staff. However, the District retains any rights provided under law to review such records as those rights existed when the District participated in the Blue Cross/Blue Shield community-rated plan.

**4-1-9** The District shall continue the contribution to health insurance benefits as set forth by the relevant contract provisions after expiration of paid sick leave (including sick leave, sick bank leave and prolonged illness leave as applicable to the situation) for the periods set forth below as follows:

- Members with less than 3 months of continuous service shall receive 0 months of continued coverage.
- Members with 3 months to 5 years of continuous service shall receive 3 months of continued coverage.
- Members with more than 5 years of continuous service but less than 15 years of continuous service shall receive 6 months of continued coverage.
- Members with 15 or more years of continuous service shall receive 10 months of continued coverage.

The Association acknowledges that this does not affect the District's ability to discontinue contribution to health insurance benefits with respect to other types of unpaid leaves, except as specifically provided by law.

#### **4-1-10 Temporary Suspension of Insurance in Retirement:**

When deemed permissible by the plan and in accordance with all governing laws/regulations, a temporary suspension of payments and coverage for health insurance shall be granted to a retiree, retiring on or after July 1, 2023 if such request is made in writing to the District prior to the termination of District coverage.

#### **4-1-11 Spouse Retirement Insurance:**

Spouses or domestic partners, having both been employed by the District, each independently qualifying for the District provided health care provision at retirement, shall be individually entitled to a single payer plan or a single payer plan paired with a sponsor/family plan at their retiree rate sharing costs. If the cost of these individual plans exceeds the cost of the equivalent shared plan, the member's combined contribution shall not exceed the amount of the comparative shared plan. In the event the members retire with different rate sharing costs, the average of the two rates shall be used to calculate the corresponding cost of the shared plan.

#### **4-2 Life Insurance**

**4-2-1** The Board shall make available term life insurance, at no cost to the District, for each full-time employee.

#### **4-3 Long Term Disability Insurance**

**4-3-1** The Board shall make available long term disability insurance coverage at no cost to the District for each full-time employee.

**4-3-2** The benefit shall be 60% of gross salary to a maximum benefit of \$5,000 per month less other income benefits. Determination of eligibility for benefits, disability and amount of benefits payable shall be made in accordance with and shall be governed by the insurance policy. Such determination shall not be subject to the arbitration provision of this agreement.

#### **4-4 Dental Insurance**

**4-4-1** The Board shall provide dental insurance for all regularly assigned employees who work half-time or more.

**4-4-2** The dental coverage provided shall be the Blue Shield Smile Saver Program Option IV or a plan with like coverage.

**4-4-3** When both husband and wife or two domestic partners are employed by the District they may not individually elect family contracts. When both husband and wife or two domestic partners are employed in the District and have children under 19 years of age, one may elect a single contract and the other may elect a family contract. When both husband and wife or two domestic partners are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 19 may elect family coverage.

#### **4-5 NYSUT Benefit Trust & VOTE COPE**

**4-5-1** The District shall check off and remit payments to the NYSUT Benefit Trust and VOTE COPE upon the submission of a signed authorization to the Payroll Office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust and VOTE COPE the payments deducted and shall furnish the plan and the bargaining unit with a list of all employees from whose salaries such deductions have been made.

#### **4-6 Health Fund**

**4-6-1** Administrative costs for pre-existing health funds shall be maintained by the District. Staff members on the payroll prior to June 30, 2019 shall be eligible for this benefit.

## **4-7 Flexible Benefits**

**4-7-1** The District shall provide each staff member the option of participating in a flexible benefits program. Administrative costs to be paid by the District.

## **5 RELEASE TIME**

### **5-1 Lunch Period**

**5-1-1** All certificated employees shall be provided a minimum 40-minute uninterrupted lunch period.

### **5-2 Elementary Teachers**

**5-2-1** Parent/Guardian Conferences - Teachers of grades K-5 shall be provided the equivalent of 4 half days of release time during the school year to conduct parent/guardian conferences.

**5-2-2** School Year End - If the school district's legal attendance requirements are met, teachers of grades K-5 will be released from student supervision on the next to the last day of the year and on the last day of the year.

**5-2-3** Grade Level Meetings - Grade levels shall be granted 2 half days release time per semester for the purpose of conducting curriculum related meetings.

### **5-3 President of Teachers' Association**

**5-3-1** The President of the Association shall be released from regularly assigned duties for a period of time equal to 3 consecutive secondary teaching periods.

**5-3-2** The Association President may request of the Superintendent up to ten (10) total release days for work that is mutually beneficial to both parties. The Association President shall designate those Association members who will receive the release time and the amount granted.

### **5-4 IEP Writing/504/College Recommendations Writing**

**5-4-1** All Special Education and Speech Language teachers shall receive one day of release time annually for each child with an IEP for whom they serve as case manager. Total release to be capped at 6 days or half of the teacher's case load, whichever is greater. Additionally, time may be granted through the building principal to Special Education or Speech Language teachers regardless of case manager status.

**5-4-2** Secondary school reading teachers may be granted up to three (3) release days for 504 writing and reading progress reports and one day, per year, of clerical/paraprofessional support per reading teacher for the purpose of supporting 504 writing and reading progress report work.

**5-4-3** Teachers writing 15 or more college recommendations shall receive one day of release time annually.

## 5-5 K-3 Paraprofessional Support

5-5-1 Elementary classroom teachers of grades K-3 will be provided with consistent paraprofessional support:

Grades K-1	6 hours/day
Grade 2	3 hours/day
Grade 3	2.5 hours/day

5-5-2 When consistent paraprofessional support (grades K-3) is not provided, as defined in 5-5-1, the elementary classroom teacher shall receive an additional \$15 per hour for unsupported time.

5-5-3 Additional paraprofessional support may be provided in grades 4-5 in unusual circumstances for classrooms with special needs.

## 5-6 Preparation Time (K-5, Elem. Spec. Ed, Elem. Reading, Speech Lang. & ENL Teachers)

5-6-1 Teachers of Kindergarten shall be released a minimum of 276 minutes per six-day cycle for preparation time.

5-6-2 Teachers of grade 1 shall be released a minimum of 270 minutes per six-day cycle for preparation time.

5-6-3 Teachers of grades 2-3 shall be released a minimum of 324 minutes per six-day cycle for preparation time.

5-6-4 Teachers of grades 4-5 shall be released a minimum of 384 minutes per six-day cycle for preparation time.

5-6-5 Elementary Special Education, Elementary Reading teachers, all Speech Language and ENL teachers shall receive a minimum of 240 minutes per six-day cycle of preparation time with at least one daily uninterrupted preparation block of 30 minutes.

5-6-6 Teachers of elementary Art, Music, Physical Education and Science shall receive a minimum of 240 minutes per six-day cycle for preparation time with at least six 40-minute uninterrupted blocks per cycle.

## 6 CLASS SIZE/WORKLOAD

### 6-1 Class Size Maximums

#### Elementary Level

- K-1 24 consultant/co-taught classes 22, with no more than 8 students with an IEP {Planning number of 23 students}
- 2-3 26 consultant/co-taught classes 24, with no more than 8 students with an IEP {Planning number of 24 students}
- 4-5 28 consultant/co-taught classes 26, with no more than 8 students with an IEP {Planning number of 25 students}

#### Middle School Level

- 6 28 (except that World Language classes will be 25)
- 7-8 29 (except that World Language classes will be 26)
- 6-8 112 Team Maximum Exception: 96 student maximum for co-taught teams if mathematically possible and no more than 25% of the students on team with an IEP. Consultant/co-taught classes will have no more than 12 students with any IEP.

## High School

- 9-12 29
- 9-12 24 consultant/co-taught taught classes will have no more than 12 students with any IEP

For consultant/co-taught classes with 12 or more students with IEPs and 504s combined there will be a discussion with the principal to consider additional support.

- 9-12\* 114 Yearly average English teacher load 9-12\*  
17 24 when learning specialist is assigned to the classroom daily
  - English 12 with a Concentration in Composition and Contemporary Texts
  - Decision Making in Mathematics
  - Geometry
  - Algebra II
  - Functions and Trigonometry
  - Economic Issues I
  - Living Environment: Biology 3
  - Living Environment: Biology 3R
  - Physical Setting: Earth Science 3
  - Physical Setting: Earth Science 3R

\*Changes or additions to course offerings/names will initiate a conversation between the District and the Association to establish class size using comparable criteria. This will occur following course approval and prior to the initiation of scheduling.

Blended/Online Learning: Class size will not exceed 24 and will align with similar population courses from the offerings above.

FTE of 0.2 = 3 traditional class periods and 3 virtual class periods per 6-day cycle.

FTE of 0.1=1 traditional class period and 1.5 virtual class periods.

**6-1-1** General Education classes (K-5) with a minimum of three (3) students having significant academic needs with IEPs will have two (2) fewer students than other classes at that grade level with principal's approval if that does not create a new section. Teachers in those classes will be given two (2) release days per year for meetings.

**6-1-1a** If a high school section is collapsed due to low enrollment after June 1st, a member's FTE would remain unchanged for that impacted school year and the teacher can be otherwise assigned.

**6-1-2** The Board shall make every effort not to exceed stated maximum class size limits. If a class exceeds the limit, a paraprofessional shall be employed or other assistance provided at the request of the teacher. If an English teacher's class load exceeds 100, up to two (2) release days per semester may be provided to conduct writing conferences.

**6-1-3** The Superintendent or his/her designee shall determine class size limits after consulting with District Standards Leaders and building principals in the areas of Technology, Family and Consumer Science, Art, Science labs, Business and Music. Such class size determination shall be based upon the number of teaching stations available.



**6-1-4** Teachers of middle school World Language classes and teachers of Level 1 high school world language classes with 4 or more students with an IEP or a combination of 7 or more students with IEP/504 plans that include reading and writing support (not all 504s) shall be granted up to 3 hours for the purpose of consultation with a learning specialist, literacy specialist, or SLP over the summer. For middle school or Level 1 high school world language classes having 4 or more students with IEPs or 7 or more students with IEPs and 504 plans that include reading and writing support, there will be a discussion with the principal to consider additional supports, which may include paraprofessional support as appropriate.

**6-1-5** If elementary or middle school reading or 504 groups exceed 5 students then this will trigger a conversation to discuss options and alternatives.

**6-1-6** Middle school AIS math classes which exceed 6 students, will trigger a conversation to discuss options and alternatives.

**6-1-7** For a credit bearing special class that has a maximum allowed number of students of 15, there will be a maximum of 6 students when taught by 1 teacher or there will be a maximum of 15 students when taught by 2 teachers.

**6-2 Teachers of Science, Art, Music and Physical Education of grades K-5** shall be scheduled to a maximum of 1,440 minutes per six-day cycle. The minimum number of minutes for full-time status shall be 1297 per six-day cycle.

District Based classes shall be counted as sections for these teachers only when direct instruction is provided. If it is necessary to assign students from the same class to multiple teachers in the same department, the sections will be:

Assigned greater than 50% of a class = 1 section (40 minutes)

Assigned 50% or less of a class = half section (20 minutes)

**6-2-1** Teachers who teach 100% Adapted Physical Education shall be scheduled to a maximum of 1,560 minutes per six-day cycle. The minimum number of minutes for full-time status shall be 1405 per six-day cycle.

**6-2-2** Teachers who teach ELL shall be scheduled to a maximum of 1560 minutes per six-day cycle. The minimum number of minutes for full time status shall be 1405 per six-day cycle.

**6-2-3** Any member who serves as case manager with a case load of 13 or more students will not receive supervisory assignments.

**6-3 Special Education consultant/co-taught** teachers at the high school level will teach with a maximum of two (2) academic departments. Special Education consultant/co-taught teachers at the middle school level will teach with a maximum of two (2) departments or one (1) team.

**6-4 Teachers of Instrumental Music** lessons shall be assigned an average of five (5) students per lesson in grades K-5 and 4 students per lesson in grades 6-12. Starting with the 2012-2013 school year, teachers of instrumental music lessons in grades K-12 will be assigned an average of five (5) students per lesson.

**6-5 Total Population of Elementary Building** if the total student population of an elementary school building exceeds 600 students, an additional .2 counselor, .2 library media specialist, and .2 school nurse teacher will be hired for each additional group of 75 students (or financially equivalent staffing). Alternative staffing arrangements must be mutually acceptable to building principal and counselor/library media specialist/school nurse.

### **6-6 Professional Activity**

Grade 9-12 teachers will be responsible for an average of 200 minutes per week of professional activity assignment, as defined below. Grade 6-8 English, Social Studies, Math and Science teachers will be responsible for 140 minutes of professional activity as defined below or may be assigned an enrichment period in lieu of the 140 minutes per week and supervision. All other grade 6-8 teachers may be assigned to professional activity, as defined below for up to 140 minutes per week.

**6-6-1** A professional activity assignment is defined as a student-oriented activity. Any planning, student evaluation, or other responsibilities associated with a student contact professional activity assignment is expected to take place within that period. Professional activity assignments are:

- Student Assistance
- Support groups
- Advisor-advisee groups
- Writing conferences
- Interdisciplinary projects between departments
- Teacher mentor program
- Peer coaching
- Parent conferences
- Consultation
- Professional Learning Communities (PLC)
- Other appropriate activities may be mutually agreed upon between principal and teacher

### **6-7 Overages**

When it is necessary to request full-time teachers to teach a class beyond their regular assignment which cannot be accommodated by offering the class to an existing part-time teacher, then, teachers who teach a full year, single course overage defined as one class beyond their contractual obligation will be compensated at 15% of their base salary. The District will consult formally with the Association President before assigning an overage. Association members selected to teach an overage will only be asked to do so after formal consultation with the Association President has been completed. Those selected to teach an overage will be selected by the principal and department leader.

## **7 PROFESSIONAL STANDARDS FOR TEACHERS**

**7-1** The teaching staff will support the Professional Standards for Teachers.

**7-2** The document, Professional Standards for Excellence in Teaching, defines expectations for teachers in the Pittsford Central School District. These standards reflect our commitment to the educational success of each student and to the district tradition of academic excellence. These standards outline components of professional practice in the areas of Planning and Preparation, Delivery of Instruction, Classroom Environment, and Additional Professional Responsibilities. It is our intent that these standards enhance the teaching profession by clearly defining and communicating professional expectations and by promoting accountability for all teachers in the district.

**7-3** Staff members will be evaluated according to the Professional Standards. Staff members identified for a Professional Standards Improvement Plan may be subject to the withholding of salary increases until such time as their performance meets district standards. At such time, all withheld monies will be paid to the staff member.

## **8 EVALUATION**

To the degree mandated by New York State, teachers will be evaluated under the Annual Professional Performance Review (APPR) as required. For those who are not subject to the mandated APPR (ex. Psychologist, Secondary Librarians, Counselors, SSTs) they shall be evaluated as set forth in this section. If New York State repeals the APPR, all teachers will be evaluated as required by law, or this will trigger a meeting between the Association and District.

### **8-1 Evaluation Procedures**

The District and Association agree to work on the new Annual Professional Performance Review (APPR) guidelines as they become available from the state. The parties agree that they will conduct negotiations concerning APPR as soon as practicable after the adoption of regulations of the Commissioner of Education required by Chapter 103 of the Laws of 2010, or as thereafter modified to the extent necessary to comply with said regulations. The District and Association shall each appoint three members to the Professional Standards Small Group Committee who will review and negotiate terms and conditions of the APPR.

**8-1-1** Evaluation procedures have been designed to:

- provide assessment of teaching performance
- improve the quality of instruction
- be supportive of professional growth for certificated staff
- provide an opportunity for the teacher and supervisor to discuss mutual interests and concerns
- provide a written record for feedback and follow-up

### **8-2 Targets**

In cooperation with the appropriate supervisor the teacher will develop two or more target areas each year. One of those targets will be drawn from the PCSD approved framework. Annual Target conferences will be combined with the summative assessment conferences. Certificated staff Target Appraisals forms will be submitted at the beginning of the school year by October 15.

**8-2-1** In cooperation with the appropriate supervisor the teacher will develop two or more target areas each year. One of those targets will be drawn from the Professional Standards. Annual Target conferences will be combined with the summative assessment conferences. Teacher Target Appraisals forms will be submitted at the beginning of the school year by October 15.

**8-2-2** For Non-tenured Staff: In the first year the initial conference should be conducted with a building administrator. This conference shall be conducted by October 15th of the non-tenured staff member's initial year.

**8-2-3** In the second and/or third year the Target conference should be conducted by the building administrator in conjunction with a Summative Evaluation. This conference will be conducted by May 1. One of those targets will be drawn from the PCSD approved framework.

**8-2-4** For Tenured Staff: The Target conference should be conducted by the building administrator between May 1st and October 15th in conjunction with the Teacher's Summative Evaluation. In the years in which a Summative Evaluation is not required, the administrator or his/her designee will conduct the target conference. One of those targets should be drawn from the PCSD approved framework.

### **8-3 Summative Evaluation**

**8-3-1** Each tenured teacher shall receive at least one written summative evaluation at or prior to a conference, in conjunction with the target appraisal, every 3 years with the building principal between May 1 and October 15.

**8-3-2** Each non-tenured teacher shall receive a written summative evaluation at or prior to a conference, in conjunction with the target appraisal, with the building principal each year. This conference shall occur by May 1 for non-tenured teachers.

### **8-4 Classroom Observations**

**8-4-1** Classroom observations shall be conducted by the building principal and other appropriate supervisors, as determined by the Superintendent. The Superintendent will develop the list of appropriate supervisors. The building principal will assign supervisors as he/she determines.

**8-4-2** Pre-observation conferences are not mandatory.

**8-4-3** All tenured and non-tenured certificated staff serving in the District more than 3 years shall receive 1 announced full period observation and 1 unannounced 20 minute observation every year prior to May 15.

**8-4-4** All non-tenured teachers serving a full year shall receive at least 4 classroom observations each year. At least 2 of these observations shall be completed prior to the end of first semester. All non-tenured teachers serving less than a full year shall receive a prorated number of observations.

**8-4-5** Teachers may request additional observations by an appropriate supervisor.

**8-4-6** There shall be a post-conference after each observation.

**8-4-7** No audio, video, or photo shall be used for the purposes of observation, evaluation, or compliance with routine procedures without prior knowledge and consent of the member. By virtue of the fact that these facilities are public buildings, there should exist no expectation of protection from the use of cameras for the purpose in which they are intended when illegal activity, and/or violations of local, state and federal ordinances are suspected.

### **8-5 Evaluation File**

**8-5-1** A file of performance reviews shall be maintained in a locked file in the building of each employee. Only one file shall be maintained for each traveling employee. The file shall include Teacher Target Appraisal, Classroom Visitation Record and Summative Evaluation Form, written appraisals by supervisors and other appropriate materials such as notes, letters and personal comments. All such information shall be brought to the attention of the employee for review and possible response. Correspondence from supervisors that is to be placed in the evaluation file shall be so noted. The Classroom Visitation Record shall be made available to the observed staff member within 15 school days for non-tenured staff and 20 school days for tenured staff from the date of the observation.

**8-5-2** Within ten school days from the date of receipt, the employee shall sign, date and return all such documents to the principal for inclusion in the file. The employee may also attach a response to any such document within 30 school days from the receipt of the document. Contents of the file shall be available to the teacher, supervisor and administrator.

## **9 PROBATIONARY PERIOD**

**9-1** Probationary appointments and discontinuance of employment shall be in accordance with the provision of the New York State Education Law. A link to the current regulations will be maintained on the district website under the employee section.

## **10 SENIORITY**

### **10-1 Definition**

Effective with appointments approved by the Board after July 1, 1981, seniority shall be defined as the length of continuous years of service in the District, within a tenure area, in accordance with State Education Law. Seniority shall also accrue to persons serving at International Schools approved by the Superintendent, on sabbatical leave, or on sick leave. Seniority shall not accrue to persons taking other leaves of absence.

### **10-2 Full-time Staff**

Years of service shall be measured from the date of the start of the probationary period. In cases where the dates of the start of probation are identical or are not available, the determining factors in order of consideration shall be the date of Board action making the appointment, the date of the signing of the agreement by the employee and alphabetical order by last name. When a regular substitute is appointed to a probationary position in the same tenure area, all consecutive service performed in that tenure area immediately prior to said appointment will be included in the years of service.

### **10-3 Part-time Staff**

For all part-time staff, seniority shall be awarded to such staff regularly assigned to a .3 or more assignment on a prorated basis for service provided during the regular school year. Part-time teachers hired prior to July 1, 1984 shall retain that seniority accrued and shall accrue additional seniority and have such seniority rights as are contained in the 1981-84 contract.

### **10-4 Seniority Lists**

There shall be two separate seniority lists. One list shall contain all eligible full-time staff. The other list shall contain all part-time staff. These seniority lists shall be updated annually by February 1st. The lists shall be made available to staff in each building each year.

### **10-5 Applications**

Part-time staff members shall have their seniority applied only against other part-time members, except that part-time staff members with prior full-time service in the same tenure area shall have such additional rights as provided by Section 2510 of the Education Law. When the District is hiring for vacant full-time positions, part-time staff members of .5 FTE or greater, who have seniority under this part, shall have a preference only over outside applicants. Part-time staff who are offered but do not accept full-time employment are not eligible to accrue seniority. Part-time staff who accept probationary full-time employment shall be credited with accrued part-time seniority.

## **10-6 Layoff and Recall**

### **Full-time Staff**

- Layoff and recall of full-time staff members shall be governed by Section 2510 of the Education Law.

### **Part-time Staff**

- All part-time staff members hired on or after July 1, 1984 within the tenure area of the position abolished shall be laid off prior to any lay off of full-time staff members. Part-time staff members shall be laid off on the basis of seniority within a tenure area. Part-time staff members shall have the right to recall for a period of three years to only a part-time position similar to the position which they held and for which they are certified.

### **Refusal of Recall**

- Staff members who have been laid off shall be given the right of one refusal of recall to a similar position. A second recall to a similar position shall be accepted or staff members shall be removed from recall list. Similar shall include length of workday.

## **10-7 Accrual of Seniority in Regular Substitute Positions**

**10-7-1** Teachers on the Preferred Eligibility List will receive preference for regular substitute positions for which they are certified. Said positions will be offered in order of seniority within the tenured area. Refusal of a regular substitute position will not impact any recall rights otherwise available to the teacher.

**10-7-2** Any bargaining unit member on the preferred eligibility list who has been recalled to a regular substitute position will be credited with seniority for the time worked in that position. For purposes of this provision, a regular substitute appointment is defined as a semester or more of service.

**10-7-3** Seniority earned under this provision will be credited only when the unit member has been recalled and returned to an unencumbered vacancy in the tenure area of the long-term service within the District.

## **11 TEACHER TRANSFER**

### **11-1 Voluntary Transfer**

**11-1-1** Voluntary transfer requests shall be considered only for the start of a school year. A list of known teacher vacancies for the start of the following school year shall be posted in each school building by April 20 each year. Additional vacancies shall be posted as they occur until July 31.

**11-1-2** Teachers who desire a change in grade, subject or building assignment shall provide a written request to the Human Resources Office for the desired change within seven days from the date of the posting. Teachers who want to be considered for positions still open after July 31 shall notify Human Resources on the designated forms prior to July 31. Positions open after August 5 shall be filled from the aforementioned written transfer requests when it is judged by the Superintendent, or his/her designee, to be in the best interest of the District to do so.

**11-1-3** Although there is no guarantee of a position, every effort shall be made to accommodate requests for voluntary transfer. Preference shall be given current staff members over outside applicants. All other qualifications being equal, the staff member with the greatest District seniority shall be transferred.

**11-1-4** For non-tenured teachers, the District reserves the right to make the final determination regarding the transfer after the review of the evaluation file.

## **11-2 Involuntary Transfer**

**11-2-1** In the event it becomes necessary to make an involuntary transfer, every effort shall be made to notify the teacher to be transferred prior to the closing of the school year but no less than 30 calendar days prior to the effective date of transfer.

**11-2-2** In determining involuntary transfers, the criteria to be used will be the area of certification, District seniority, grade level or subject experience in the District and the number of previous transfers.

**11-2-3** A teacher who is being involuntarily transferred shall be given the reasons for the transfer by the building principal and shall then have the opportunity to discuss the transfer with the Superintendent. Transfers shall not be made for the purpose of discrimination or discipline of any teacher.

## **11-3 Opening and Closing of a Facility**

**11-3-1** When a new school is opened for the first time or an existing school is closed, the District and the Association will negotiate a process for transfer of the Association unit staff members.

## **12 JUST CAUSE DISMISSAL**

**12-1** In the event the Board finds that probable cause exists for charges to be brought against a tenured employee pursuant to Education Law, Section 3020A, the employee may elect to waive the statutory procedures under Section 3020A and elect the grievance procedure.

**12-2** The staff member shall notify the Superintendent in writing of his/her choice of procedure within 10 days of the receipt of the statement of charges.

**12-3** Failure of the staff member to notify the Superintendent of his/her choice of procedures within the specified time period shall be deemed a waiver of rights to pursue either procedure.

## **13 TEACHER WORKDAY**

**13-1** Every member of the teaching staff shall be at his/her teaching station according to the schedule established by his/her building principal. Prior permission should be obtained from the building principal for any absence.

## **14 WORK YEAR**

**14-1** The Superintendent of Schools, or his/her designee, will work cooperatively with the President of the Association or his/her representative in the preparation of the school calendar prior to the Superintendent's recommendation to the Board of Education.

**14-2** The work year shall include 188 workdays for returning staff members and 189 workdays for new staff members in their first year of service. Two of the workdays (12 hours) shall be for the purpose of professional learning. The 12 hours must be designated as building or district opportunities related to district or building goals. Hours related to individual targets could substitute if approved by the building principal.

## **15 APPOINTMENTS**

**15-1** The Board shall involve the Pittsford District Teachers' Association in the selection of administrators, teachers and instructional leaders as listed in Article 1-4.

## **16 CLERICAL SUPPORT**

**16-1** Clerical Assistance shall be made available to teachers. The level of assistance shall be 3 hours per week for each 200 students enrolled in the building.

**16-2** Full-time elementary counselors shall receive 20 hours of clerical support per week. Such support shall be prorated for part-time counselors.

**16-3** Clerical support shall be provided for Instructional Support Teams (IST) at all levels.

## **17 REIMBURSEMENT FOR PERSONAL LOSS**

**17-1** The District shall reimburse employees for the reasonable cost of replacing dentures, eyeglasses, hearing aids, or similar bodily appurtenances damaged, destroyed, or lost as the result of an assault or accident sustained by the employee while acting in the discharge of assigned duties, provided the employee has not been negligent.

**17-2** The District may reimburse costs resulting from vandalism to an employee's automobile or other personal property after the application of any insurance coverage, up to a maximum of \$250, provided the loss is work related and occurs on school property. The determination of eligibility for this reimbursement shall be made by the Superintendent or his/her designee.

## **18 MEDICAL, PSYCHIATRIC EXAMINATIONS AND X-RAYS**

**18-1** The Board shall pay the cost of medical, psychiatric examinations and X-rays required by the District.

**18-2** The Board reserves the right to designate the examining physician or psychiatrist. The employee may arrange to be accompanied by a person of his or her choice.

**18-3** The results of examinations shall be reported to the Board.

## **19 CHILDREN OF NON-RESIDENT STAFF**

**19-1** Children of non-resident staff shall be allowed to enroll in the Pittsford Central Schools.

**19-2** Children of non-resident staff shall be assigned to buildings by the Superintendent or his/her designee.

**19-3** The employee shall make payment for each child amounting to the actual costs less any state aid received. One half of the total payment shall be made 10 days prior to the start of each semester.

## **20 EMPLOYEE ASSISTANCE PLAN**

**20-1** The District shall provide an Employee Assistance Plan to be established jointly by the District and the Association to assist and enable employees to resolve personal, social, financial or health problems on a confidential basis.

## **21 SMOKE FREE WORK ENVIRONMENT**

**21-1** No employee shall smoke on school property or school grounds.



## **22 COOPERATIVE DECISION MAKING**

The Board of Education recognizes the Pittsford teachers as professionals who work above and beyond the times specified in this contract to carry out their duties. In order for the Pittsford teachers to become full partners in district decision making, the Board of Education and the Association expect that the teaching staff will be committed to and active participants in the cooperative decision-making process.

### **22-1 Definition**

Cooperative decision making is a joint planning and problem-solving process that seeks to improve the quality of education and overall school climate. This process entails the sharing of power, authority, and responsibility among stakeholders.

### **22-2 Rationale**

**22-2-1** Cooperative decision making evokes a strong sense of pride and empowerment to produce the best educational program possible.

**22-2-2** When participants are part of decisions, they develop a commitment to seeing their ideas work.

**22-2-3** Decisions made at the level of implementation are better tailored to individual situations and can be more responsive to changing conditions.

**22-2-4** As staff, students, parents and other community members participate in the decision-making process, partnerships develop which greatly increase school success for students.

**22-2-5** Participants in cooperative decision making develop mutual respect and come to appreciate the complexities of educating our youth.

### **22-3 Philosophy**

The Pittsford Central School District is committed to utilizing the cooperative decision-making process in order to enhance productivity and maximize educational opportunities for Pittsford students.

### **22-4 Statement of Process**

**22-4-1** The District Office and each building will assemble cooperative decision-making teams which represent all stakeholders.

**22-4-2** These teams will ensure that the appropriate degree of cooperative decision making is applied to issues which come before them.

**22-4-3** The process will encourage a sense of participation, pride, commitment, and mutual respect among the participants and positively impact the instructional program of the Pittsford Central School District.

**22-4-4** This process of cooperative decision making will be periodically reviewed to assess its effectiveness.

## **23 CONTRACT VARIANCES**

**23-1** The parties agree that buildings may operate in a manner different than that set forth by the Agreement if the following procedure is utilized and authorization is granted.

**23-2** A Committee on Variances consisting of the Association President, VP for Negotiations, grievance chairperson, and two other teachers, the Superintendent (or his/her designee), Assistant Superintendent for Instruction, and three other Administrators, shall make all final decisions regarding variances.

**23-3** A request for a variance from the contract or policy may be initiated by a unit member, the Association, the District, a building committee, or a District-wide committee. All requests must be endorsed by the building ILT.

**23-4** A request for variance form must be filed with the Committee on Variances.

**23-5** If the Committee determines that a variance is appropriate and necessary, all affected persons shall receive a copy of the proposed variance.

**23-6** At a meeting called by the Committee for the purposes of considering the variance, the variance must be supported by at least 80% of the affected persons. No amendments to the proposed variance shall be permitted.

**23-7** A variance shall be effective for no more than two years or the expiration of the current contract, whichever is less. However, renewal may be obtained by returning to step number 3 above and proceeding through the procedure accordingly.

**23-8** Variances shall not be granted for salary, fringe benefits, seniority, and evaluation provisions.

## **24 GRIEVANCE PROCEDURES**

**24-1 Purpose:** The purpose of this procedure is to provide for the prompt, orderly settlement of grievances.

### **24-2 Definitions**

**24-2-1** Employee - This term shall mean any employee whose position requires certification by the State Education Department, other than administrative staff, or any group of such employees.

**24-2-2** Chief Administrator - This term shall apply to the Superintendent of Schools of the District.

**24-2-3** Immediate Supervisor - This term shall be used for any person directly responsible for or exercising any degree of evaluation and/or regulation of, or authority over another employee.

**24-2-4** Day - This shall mean any school day on which the schools of the District are open for attendance of students for regular instruction or the employee is normally required to be on duty.

**24-2-5** Representative - This shall mean the counsel or other person designated by either party to act in its behalf.

**24-2-6** Association - This shall mean the Pittsford District Teachers' Association.

**24-2-7** Grievance - A grievance shall mean any complaint by a member of the Association bargaining unit of an alleged violation, misinterpretation, or misapplication of any provision of this agreement or established Board Policy that relates to terms and conditions of employment.

### **24-3 Basic Principles**

**24-3-1** An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

**24-3-2** An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.

**24-3-3** Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

**24-3-4** No hearings shall be open to the public.

**24-3-5** It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and make determination within the authority delegated to him within the time specified in these procedures.

**24-3-6** All grievances must be presented in written form except at the informal stage. All grievances shall include the name and position of the aggrieved party, the provision of the agreement allegedly violated, the time when and place where the alleged events or conditions contributing the grievance existed, the identity of the party responsible for causing the events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

**24-3-7** All persons who have filed a grievance under these procedures shall be entitled to be present with a representative of their own choosing, at any hearing held on the said grievance.

**24-3-8** If the aggrieved party fails to appeal the disposition of a grievance to the next step of the grievance procedure within the specified time, the grievance shall be deemed to have been resolved on the basis of the last disposition and further appeal shall be barred.

**24-3-9** Failure at any step in the grievance procedure to communicate a decision to the aggrieved party within the stated time limits shall permit the lodging of an appeal at the next stage within the time which would have been permitted had the decision been communicated on the final day.

**24-3-10** Time limits may be changed by mutual written consent between the staff member and the Superintendent.

#### **24-4 Procedures**

##### **24-4-1 Stage 1 - Supervisor - Informal**

The employee shall first discuss the grievance with the immediate supervisor (e.g. the building principal or other administrator as defined by the job description). The employee should also share the concern with other appropriate teacher leadership personnel such as the grade level chair, department leader, standards leader, and PDTA building representative. The initial discussion shall take place no later than 30 days from the date the staff member knew of the act or condition upon which the grievance is based. Within five days from the initial discussion, the immediate supervisor should notify the employee and the Association of the disposition of the grievance.

##### **24-4-2 Stage 2 - Supervisor - Formal**

If the grievance is not resolved at Stage 1, the aggrieved party and the Association may present the grievance in writing to the appropriate building principal no later than five days from the date the employee and the Association is notified of the disposition in Stage 1.

The appropriate building principal shall render a determination in writing to the aggrieved party within five days from the date the grievance was received. A copy of the response shall be filed with the chief administrator.

#### **24-4-3 Stage 3 - Chief Administrator**

- a) If the aggrieved party is not satisfied with the decision rendered at Stage 2 and the Association determines that the grievance is meritorious, it may submit the grievance to the chief administrator for a further review and determination of the grievance within fifteen (15) days of the decision rendered at Stage 2.
- b) The chief administrator may designate a person to review the grievance and render a determination. In the event a person is designated, the aggrieved party and the Association shall be notified in writing.
- c) Within not more than five days following receipt of the written request for further review and determination of the grievance, the chief administrator or his/her designee, shall notify the aggrieved party, his/her immediate supervisor, the Association and any other administrator previously rendering a determination in the case, to submit written statements setting forth the specific nature of the grievance, relevant facts, the determination previously rendered, and the basis for the appeal. All submissions shall be made within five days from the date of the request.
- d) The chief administrator, or his/her designee, after receipt of the written statements may call a hearing to be held at a time and place designated. Notification shall be made to the aggrieved party and the appropriate supervisor or administrator and the Association. The hearing shall be held not less than five days, nor more than ten days after the date of the notice. If a hearing is held, each party shall have the right to appear and to submit any additional facts relevant to the grievance.
- e) In the event no hearing is held by the chief administrator, or his/her designee, a written determination shall be made within ten days from the date of receipt of the written statements. Notice of the determination shall be mailed to the aggrieved party and the Association.
- f) In the event a hearing is held by the chief administrator, or his/her designee, a written determination shall be rendered within 10 school days after the close of the hearing and mailed to the aggrieved party.

#### **24-4-4 Stage 4 - Board Review**

For those grievances that pertain to Board policy only, the aggrieved party may, within 5 school days of the final determination by the chief administrator, submit a written appeal to the Board for a review of the previous determinations.

- a) The aggrieved party shall submit to the Board with the notice of appeal, all written statements and records of the grievance.
- b) Within not more than 10 school days from the date of receipt of the appeal, the Board shall call a hearing at a time and date specified. The hearing shall be held not less than 15 school days from the date of the receipt of the appeal.
- c) The aggrieved party and any representative is entitled to be heard at such hearing.
- d) No further information, other than included in the record, shall be submitted to the Board at the hearing.
- e) Not more than 5 school days from the date of the completion of the hearing, the Board shall render its written determination and mail a copy to the aggrieved party. The Board's decision shall be final, binding and not subject to further stages of the grievance procedure.

#### **24-4-5 Stage 5 - Binding Arbitration**

- f) If the aggrieved party and the Association are not satisfied with the decision rendered at Stage 3 for contractual issues it may submit the grievance to arbitration by written notice to the Chief Administrator within 15 days of the decision.
- g) Within five days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- h) The selected arbitrator shall hear the matter promptly and shall issue a decision not later than 14 days from the date of the close of the hearing, or if oral hearings have been waived, from the date the final statements and proofs are submitted for review. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion on the issues.
- i) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
- j) The decision of the arbitrator shall be final and binding upon all parties.
- k) The costs for the services of the arbitrator, including expenses if any, will be borne equally by the Board and by the Association.

## PARAPROFESSIONAL, SCHOOL NURSE AND TUTOR SECTION

For the purpose of defining eligibility for benefits, a full-time Educational Assistant (Computer Paraprofessional, Library Paraprofessional, Math Paraprofessional, Classroom Paraprofessional, Resource Paraprofessional, Special Education Classroom Paraprofessional), CSE Assigned Paraprofessional, Supervisory Paraprofessional, School Nurse, or Tutor shall be one who is regularly assigned to work 30 hours or more per week.

### 25 COMPENSATION

**25-1 Yearly Salary** shall be computed based upon the hours actually worked plus any paid leave, as provided for in this agreement.

**25-1-1** The work year shall be 187 days consisting of the 184 student days plus: a faculty orientation day, Superintendent's Conference Day and one summer workday determined by the principal or his/her designee.

**25-1-2** It is expected that paraprofessionals, nurses and tutors will attend faculty meetings and open house when requested without additional pay. Other required attendance at meetings outside the normal workday as approved by the appropriate supervisor shall be compensated. Educational Assistants who are requested by the building principals to work over the summer months due to a room reassignment shall be compensated for up to one day's work. Paraprofessionals, Nurses and Tutors appointed by an appropriate administrator, shall also be paid his or her hourly rate for District committee work conducted outside normal working hours.

**25-1-3** The rate of pay for hours worked in excess of 40 hours per week shall be 1 1/2 times the regular rate.

#### 25-1-4 Pay Periods

Staff will have option of annual salary payments as follows:

- a. 1/20 of the annual salary in 20 equal payments  
or
- b. 1/24 of the annual salary in 19 equal payments and 5/24 of the annual salary in the last pay in June

### 25-2 Compensation- Paraprofessionals

#### 25-2-1 2023-2027 Supervisory, CSE Assigned and Educational Assistant Hiring Schedule

2023-2024		Yrs. College/Training			
		1	2	3	4
Yrs. Experience	1	\$15.34	\$15.63	\$15.92	\$16.21
	2	\$15.68	\$15.97	\$16.26	\$16.55
	3	\$16.02	\$16.31	\$16.60	\$16.89
	4	\$16.36	\$16.65	\$16.94	\$17.23
	5	\$16.70	\$16.99	\$17.28	\$17.57

2024-2025		Yrs. College/Training			
		1	2	3	4
Yrs. Experience	1	\$15.91	\$16.20	\$16.49	\$16.78
	2	\$16.25	\$16.54	\$16.83	\$17.12
	3	\$16.59	\$16.88	\$17.17	\$17.46
	4	\$16.93	\$17.22	\$17.51	\$17.80
	5	\$17.27	\$17.56	\$17.85	\$18.14

2025-2026		Yrs. College/Training			
		1	2	3	4
Yrs. Experience	1	\$16.35	\$16.64	\$16.93	\$17.22
	2	\$16.69	\$16.98	\$17.27	\$17.56
	3	\$17.03	\$17.32	\$17.61	\$17.90
	4	\$17.37	\$17.66	\$17.95	\$18.24
	5	\$17.71	\$18.00	\$18.29	\$18.58

2026-2027		Yrs. College/Training			
		1	2	3	4
Yrs. Experience	1	\$17.14	\$17.43	\$17.72	\$18.01
	2	\$17.48	\$17.77	\$18.06	\$18.35
	3	\$17.82	\$18.11	\$18.40	\$18.69
	4	\$18.16	\$18.45	\$18.74	\$19.03
	5	\$18.50	\$18.79	\$19.08	\$19.37

**25-2-2 Paraprofessional Salary Increase Composition for Returning Staff**

Employees returning for the following school years shall have their salaries increased as follows:

	2023-2024	2024-2025	2025-2026	2026-2027
%	4.2%	4.0%	3.75%	4.0%
Then Added to Base Salary (Prorated for part-time)	\$0.61 / hour	\$0.57 / hour	\$0.44 / hour	\$0.79 / hour and \$750
Then Added to Base Salary (Prorated for part-time)				plus a 0.25% increase for every 0.5% that the CPI-U (School District's tax cap calculation) is above the 4% Capped at CPI-U 7%

**25-2-3 Paraprofessional Mentors** - Paraprofessional Mentors will be paid a stipend of \$460 per mentee.

**25-2-4 CSE – Assigned Para and Educational Assistant Planning Time**

With principal's approval, CSE-Assigned Paras and Educational Assistants may receive one (1) additional paid summer day and 2 hours with pay during the school year for planning time with the classroom teacher.

**25-2-5 CSE Assigned Paras and Educational Assistants in District Based Programs** and CSE Assigned Paras assigned to a student that has a BIP/IEP/504 identifying toileting, eloping, significant health need requiring additional training, and/or physical aggression will receive a stipend of \$250 per semester.

**25-2-6 Member Over-Payment** - The District will inform the PDTA President and the member(s) impacted in writing including names of employee(s) impacted, amount(s), reason for over-payment, and a suggested corrective action. No member shall have wages deducted without their prior knowledge and that of the Association. The Association will respond to the District in writing within ten (10) business days. Failure to respond within the stated timeline will be deemed agreement with the suggested corrective action. When feasible and reasonable, the member shall have 14 days or one pay period, whichever is longer, prior to commencement of deduction(s). A mutually agreed upon timeline shall be negotiated in the rare scenario where the funds are not able to be recouped prior to the end of the current fiscal year. If the member's employment status is terminated for any reason prior to the recouping of all funds, the total shall be due to the District within 14 days.

## 25-3 Compensation - School Nurse and Tutors

### 25-3-1 2023-2027 School Nurse and Tutor Hiring Schedule

2023-2024		Yrs. College/Training		
		<u>1</u>	<u>2</u>	<u>3</u>
Yrs. Experience	1	\$27.84	\$28.12	\$28.41
	2	\$28.18	\$28.47	\$28.75
	3	\$28.53	\$28.82	\$29.10
	4	\$28.87	\$29.16	\$29.45
	5	\$29.21	\$29.50	\$29.79

2024-2025		Yrs. College/Training		
		<u>1</u>	<u>2</u>	<u>3</u>
Yrs. Experience	1	\$28.39	\$28.68	\$28.98
	2	\$28.75	\$29.04	\$29.33
	3	\$29.10	\$29.39	\$29.68
	4	\$29.44	\$29.75	\$30.04
	5	\$29.80	\$30.09	\$30.39

2025-2026		Yrs. College/Training		
		<u>1</u>	<u>2</u>	<u>3</u>
Yrs. Experience	1	\$28.96	\$29.26	\$29.55
	2	\$29.32	\$29.62	\$29.92
	3	\$29.68	\$29.98	\$30.28
	4	\$30.03	\$30.34	\$30.64
	5	\$30.39	\$30.69	\$31.00

2026-2027		Yrs. College/Training		
		<u>1</u>	<u>2</u>	<u>3</u>
Yrs. Experience	1	\$29.93	\$30.23	\$30.54
	2	\$30.30	\$30.60	\$30.90
	3	\$30.67	\$30.97	\$31.27
	4	\$31.02	\$31.34	\$31.64
	5	\$31.39	\$31.69	\$32.01

### 25-3-2 School Nurse and Tutor Salary Increase Composition for Returning Staff

Full-time employees returning for the following school years shall have their salaries increased as follows:

	2023-2024	2024-2025	2025-2026	2026-2027
%	4.2%	4.0%	3.75%	4.0%
Then Added to Base Salary (Prorated for part-time)				\$750
Then Added to Base Salary (Prorated for part-time)				plus a 0.25% increase for every 0.5% that the CPI-U (School District's tax cap calculation) is above the 4% - Capped at CPI-U 7%

## 25-4 Compensation for College Courses

**25-4-1** All college courses taken for salary credit must receive the prior approval of the Superintendent or his/her designee.

**25-4-2** Employees shall be compensated for college level courses taken in blocks of 30 credit hours to a maximum of 60 credit hours or until a bachelor's degree is attained.



**25-4-3** The rate of compensation shall be recomputed when the employee attains the equivalent of 3 years or 4 years of college. The increase shall be computed by adding the percentage of increase at Step 1 from the 2-year to the 3-year rate or the 3-year to the 4-year rate.

### **25-5 Longevity Award**

A longevity award will be granted on an annual basis to all school related professionals based on continuous full-time years of service or continuous hours of seniority as follows:

- An employee has been employed for a minimum of 5 years and has at least 5,940 continuous hours of seniority \$150.
- An employee has been employed for a minimum of 10 years and has at least 11,880 continuous hours of seniority \$500.
- An employee has been employed for a minimum of 15 years and has at least 17,820 continuous hours of seniority \$750.
- An employee has been employed for a minimum of 20 or more years and has at least 23,760 continuous hours of seniority \$900.

Each year the award will be granted in the month of May.

Years of employment shall be calculated as of April 1 each school year and continuous hours of seniority shall be calculate as of start of the school year.

### **25-6 SRP Work for Before and After School Activities**

- The rate of pay for 1:1 supervision of students with disabilities that takes place before and/or after school is **\$31.09** per hour or the individual's hourly rate, whichever is higher.

#### **25-6-1 Compensation for Chaperones**

Chaperone	\$31.09/hour
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The rate of pay for 1:1 supervision of students with disabilities that takes place before and/or afterschool is \$20.00 per hour or the individual's hourly rate, whichever is higher.

Assignments should first be offered to the CSE paraprofessional who is assigned to the student and then within the school the student attends. The principal will oversee this part of the process.

In the event that no one is available to work with the student from the student's home school, the assignment should be offered to CSE paraprofessionals within the district. An email will be sent from Human Resources notifying CSE paraprofessionals of the opportunity. Interested persons will be given 48 hours to respond.

All other things being equal, the staff member with the most seniority within the category will be offered the position.

In addition, if, in the principal's judgment the placement of a paraprofessional in a particular assignment is not appropriate, the paraprofessional must make another choice if available.

## **25-7 SRP Lunch**

Full-time members of the paraprofessional staff shall be provided with a minimum of a 30 minute unpaid, uninterrupted lunch.

## **25-8 Interview Committee Compensation**

Staff members that voluntarily participate on an interview committee outside the normal work day, who are not otherwise compensated for the role, may submit timesheets at the hourly rate of \$24.50.

## **26 PROFESSIONAL LEARNING**

**26-1** The Board of Education and the Pittsford District Teachers' Association are committed to supporting ongoing professional learning for all faculty and staff that:

- is aligned with district, building and individual goals
- is standards-based, job embedded, supported by multiple forms of data, driven by student learning and focused on 21st century student skills
- creates a collaborative culture where all staff work together to improve student achievement

**26-2** Staff members who participate in in-service training beyond requirements outlined in Section 25-1-2 at the Teacher Center or sponsored by the Teacher Center, outside normal work hours, shall be paid as follows:

Paraprofessionals:

- 0-12 hours \$20/hour
- 12.5+ hours \$17.50/hour

## **26-3 Specific Behavioral Management Training for Staff Working with Special Populations of Students**

**26-3-1** The District will offer ongoing training opportunities for staff multiple times throughout the school year and in the summer to provide professional development for staff who are expected to provide support to students with specific behavioral management plans/needs along with yearly refresher training. In order to remain eligible for these positions, those staff members working with students with specific behavior management plans/needs must complete the initial or annual refresher training as needed. For Association staff hired after such training has been offered, there will be a minimum of one release day to meet and work with the child's team prior to beginning the job. Additionally, such Association members may also need to be released to receive this training. The Teacher Center will keep a "wait list" for teachers needing training.

## **27 CAREER AWARD**

**27-1** Employees who have 10 years of full-time, continuous service or 12,000 continuous contract hours of service, shall be eligible upon retirement through the NYS Employees' Retirement System and/or the Social Security System, to be paid an allowance of \$50/day for each unused personal and family illness day AND \$350.00 for each year of service to a maximum of \$18,000. To be eligible for the Career Award employees can retire anytime between November 1 and March 31. Otherwise notice of retirement is required by April 1, or the next school day if the 1<sup>st</sup> falls on a weekend/holiday, of the year of retirement.

**27-2** The District will pay the reasonable cost of the dinner for the retiree, those individuals entering the 20-year club, and their guest at the annual PDTA sponsored retirement party.

## **28 HOLIDAYS**

**28-1** Employees who are regularly assigned to work 6 hours per day or more shall be granted 12 paid holidays as follows: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, and one floating holiday as determined by the Superintendent.

**28-2** Employees who are regularly assigned to work less than 6 hours per day shall be granted the 11 paid holidays as per the list specified in 28-1.

## **29 LEAVES OF ABSENCE**

### **29-1 Personal and Family Illness**

**29-1-1** Each full-time employee shall be granted 15 days of absence with pay each year for personal illness or serious illness in the immediate family.

**29-1-2** Each part-time employee shall be granted 9 days of absence with pay each year for personal illness or serious illness in the immediate family.

**29-1-3** The immediate family shall be defined as the spouse, parent, son, daughter, brother, sister or a relative residing in the household.

**29-1-4** Unused sick leave may accumulate to a maximum of 200 days.

**29-1-5** No sick leave deduction shall be made for absences resulting from injuries caused by an assault or an accident occurring while performing assigned duties for a period up to one year provided that the employee has not been negligent.

### **29-2 Prolonged Illness Days**

**29-2-1** All full-time employees with 3 or more years of experience in the District shall be granted 25 days of absence with pay for personal illness at the end of the third, eighth, thirteenth, and eighteenth year of District service.

**29-2-2** Prolonged illness days shall be used in the event that an employee's illness extends for more than 15 consecutive school days.

**29-2-3** Upon reaching the sixteenth consecutive day of any continuous illness, the regular cumulative leave days previously used for that illness shall be restored to personal sick leave and charged against prolonged illness days.

**29-2-4** Separate records of personal illness and prolonged illness shall be maintained.

### **29-3 Sick Leave Bank**

**29-3-1** A sick leave bank is available. It is administered by the Association and the District.

**29-3-2** All employees who are members of Sick Leave Bank may elect to donate up to four (4) sick days to the Sick Leave Bank each year during open enrollment.

**29-3-3** All employees who retire with sick days in excess of 200 may contribute up to four (4) sick days to the Sick Leave Bank upon retirement.

## **29-4 Childcare Leave**

**29-4-1** Each employee shall be granted childcare leave in conjunction with the birth or adoption of a child. Such leave shall be granted for no longer than two (2) full years. The return from any such leave shall be at the start of the second semester of the first year or at the beginning of a school year. No two childcare leaves shall be granted consecutively.

**29-4-2** Employees must provide written notice to the Human Resources Office of the expected date of the leave as soon as possible but not less than 90 days prior to the commencement of the leave. It is understood that in the event of an adoption, 90 days prior notice may not always be possible.

**29-4-3** Notification of intention to return to work must be received by the Human Resources Office by August 15 if returning at the start of the second semester or by March 1 if returning at the beginning of the following school year. Failure to notify the District of intention to return shall be deemed a resignation.

**29-4-4** An employee returning from childcare leave shall retain seniority rights and all salary credits granted prior to the leave.

**29-4-5** An employee returning from a childcare leave of one full school year or less, shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

**29-4-6** Members taking childcare leave for birth or adoption may use accrued unused sick leave for the remaining FMLA time following their absence.

## **29-5 Military Leaves**

**29-5-1** Employees who are ordered to duty or volunteer for qualifying military service as defined under Federal or State law will be granted leave, and are entitled to reemployment rights, in accordance with such laws and applicable District policy.

**29-5-2** Employees taking leave under this provision shall notify Human Resources of the leave as soon as practicable and shall submit a copy of his/her orders to Human Resources.

**29-5-3** An employee returning from military leave shall retain seniority rights granted prior to the leave.

**29-5-4** If the compensation provided by the military is less than the employee's base salary with the District, the District will provide compensation for the difference. Health and dental insurance coverage will be continued at the current cost sharing rate.

## **29-6 Leaves of Absence Without Pay**

**29-6-1** The Superintendent may grant unpaid leaves of absence for a minimum of three (3) months and up to one (1) year, to full-time employees, with at least three (3) full-time years of service.

**29-6-2** Requests for such leave shall be made in writing to the Superintendent 90 days prior to the intended start of the leave.

**29-6-3** An employee returning at the start of the school year, from a leave of absence without pay of one full school year or less, shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

**29-7 Personal Leave: Without Deduction from Sick Leave**

Each employee shall be granted paid leave for the following absences when prior approval is granted by the appropriate building principal. Request for such days shall be made in writing to the supervisor, on the appropriate form, at least 5 days in advance of the absence if possible.

**29-7-1 Bereavement Days:**

Immediate family which includes spouse, parent, son, daughter, brother, sister or a relative residing in the household	<b>5 Days</b>
Mother-in-law, father-in-law, brother-in-law, sister-in-law	<b>3 Days</b>
Grandparent or grandchild	<b>2 Days</b>

**29-7-2** Subpoena: As Required

**29-7-3** Jury Duty: As Required

**29-7-4** Quarantine by Health Bureau: As Required

**29-7-5** Religious Observance which require absences from work: 2 days

**29-8 Personal Leave: With Deduction from Sick Leave**

**29-8-1** Each employee shall be granted paid personal leave when prior approval is granted by the appropriate supervisor except that such leave days shall be deducted from personal sick days. Request for such days shall be made in writing to the supervisor, on the appropriate form, at least 5 days in advance of the absence if possible.

**29-8-2** Personal days are for the purpose of conducting emergency or personal business which cannot be scheduled outside the normal workday. Such days shall not be granted for personal recreation or vacation. Personal days shall not be granted for days immediately preceding or following school vacations except in extreme emergencies. When personal days are requested for days immediately preceding or following school vacations, the reasons for such leave shall be provided upon the request of the supervisor.

**29-8-3** Examples of appropriate use of personal leave include, but are not limited to:

- bereavement days for relative or close friend
- wedding in the immediate family
- college graduation or initial registration for immediate family member
- birth or adoption of a child including international travel as required
- house closing of personal residence

## **30 INSURANCE**

Beginning January 01, 2019 all references to Blue Point II, Blue shall be replaced with RASHP II

### **30-1 Health Insurance**

**30-1-1** The District shall provide hospital, surgical and major medical insurance for all regularly assigned employees who work half time or more. Employees shall not be eligible for duplicate District provided insurance.

**30-1-2** Starting in the 2019-20 school year, all RASHP II health insurance plans will be offered. RASHP II Value will remain base plan. If the employee elects coverage through a less expensive plan than the base, the District shall pay the difference in cost between the cost of the plan and the District contribution for the RASHP II Value policy, up to 100%. Employees who elect to enroll a “domestic partner” for health insurance and/or dental coverage may do so by submitting the “Domestic Partnership Affidavit” to the Human Resources Department. See Appendix A. Employees who work less than full-time shall pay an additional amount on a pro-rated basis, according to their full-time equivalent status.

**30-1-3** Starting in the 2014-15 school year, all employees will pay **10%** of the premium for RASHP II Value.  
Starting in the 2026-27 school year, all employees will pay **12%** of the premium for RASHP II Value.

**30-1-4** For employees retiring on or after July 1, 1995 through the New York State Employees' Retirement System and/or Social Security Retirement, provided the employee has a minimum of 10 years of service preceding the normal retirement date, the Board will continue to pay the premium cost for the retiree as paid for current employees. For all part-time staff of .5 or more, years of service shall be awarded on a prorated basis.

**30-1-5** Other retired employees may continue participation in the group at no cost to the District.

**30-1-6** Provision of Health Insurance for Dependents of Deceased Employees and Retirees:  
The District shall continue coverage for 3 years to the spouse/domestic partner as referred to in Section 30-1-2 and/or dependent children of the deceased full-time or part-time eligible employee unless remarriage or becoming otherwise insured. Employees who retire July 1, 2019 or later are eligible for this provision as referred to in 30-1-4.

**30-1-7** The District shall continue to provide health insurance benefits at a level no less than those provided through the current community-rated Blue Cross/Blue Shield plan.

**30-1-8** The confidential medical records maintained by the health plan shall not be available for review by District staff. However, the District retains any rights provided under law to review such records as those rights existed when the District participated in the Blue Cross/Blue Shield community-rated plan.

**30-1-9** The District shall continue the contribution to health insurance benefits as set forth by the relevant contract provisions after expiration of paid sick leave (including sick leave, sick bank leave and prolonged illness leave as applicable to the situation) for the periods set forth below as follows:

- Members with less than 3 months of continuous service shall receive 0 months of continued coverage.
- Members with 3 months to 5 years of continuous service shall receive 3 months of continued coverage.
- Members with more than 5 years of continuous service but less than 15 years of continuous service shall receive 6 months of continued coverage.
- Members with 15 or more years of continuous service shall receive 10 months of continued coverage.

The Association acknowledges that this does not affect the District's ability to discontinue contribution to health insurance benefits with respect to other types of unpaid leaves, except as specifically provided by law.

**30-1-10 Temporary Suspension of Insurance in Retirement:**

When deemed permissible by the plan and in accordance with all governing laws/regulations, a temporary suspension of payments and coverage for health insurance shall be granted to a retiree, retiring on or after July 1, 2023 if such request is made in writing to the District prior to the termination of District coverage.

**30-1-11 Spouse Retirement Insurance:**

Spouses or domestic partners, having both been employed by the District, each independently qualifying for the District provided health care provision at retirement, shall be individually entitled to a single payer plan or a single payer plan paired with a sponsor/family plan at their retiree rate sharing costs. If the cost of these individual plans exceeds the cost of the equivalent shared plan, the member's combined contribution shall not exceed the amount of the comparative shared plan. In the event the members retire with different rate sharing costs, the average of the two rates shall be used to calculate the corresponding cost of the shared plan.

**30-2 Life Insurance**

**30-2-1** The Board shall make available term life insurance, at no cost to the District, for each full-time employee.

**30-3 Long Term Disability Insurance**

**30-3-1** The Board shall make available long term disability insurance coverage at no cost to the District for each full-time employee.

**30-3-2** The benefit shall be 60% of gross salary to a maximum benefit of \$5,000 per month less other income benefits. Determination of eligibility for benefits, disability and amount of benefits payable shall be made in accordance with and shall be governed by the insurance policy. Such determination shall not be subject to the arbitration provision of this agreement.

**30-4 Dental Insurance**

**30-4-1** The Board shall provide dental insurance for all regularly assigned employees who work half-time or more.

**30-4-2** The dental coverage provided shall be the Blue Shield Smile Saver Program Option IV or a plan with like coverage.

**30-4-3** When both husband and wife or two domestic partners are employed by the District they may not individually elect family contracts. When both husband and wife or two domestic partners are employed in the District and have children under 19 years of age, one may elect a single contract and the other may elect a family contract. When both husband and wife or two domestic partners are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 19 may elect family coverage.

**30-5 NYSUT Benefit Trust & VOTE COPE**

**30-5-1** The District shall check off and remit payments to the NYSUT Benefit Trust and VOTE COPE upon the submission of a signed authorization to the Payroll Office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust and VOTE COPE the payments deducted and shall furnish the plan and the bargaining unit with a list of all employees from whose salaries such deductions have been made.

### **31 HEALTH FUND**

Administrative costs for pre-existing health funds shall be maintained by the District. Staff members on the payroll prior to June 30, 2019 shall be eligible for this benefit.

### **32 JURY DUTY**

**32-1** Employees who serve on jury duty shall be paid their full, regular salary and shall be entitled to any fees paid for their services.

### **33 RETIREMENT**

**33-1** Eligible employees may join the New York State Employees' Retirement System.

### **34 TUITION REIMBURSEMENT**

**34-1** All courses taken for credit must be approved, and the finances encumbered, prior to the start of the course by the Superintendent or his/her designee.

**34-2** An employee with a minimum of 3 full years of Pittsford experience in the District shall be eligible for 1/2 tuition reimbursement for 6 hours of undergraduate study during each fiscal year in which the credits were approved and the finances encumbered, to a maximum total of 60 hours or until a Bachelor's degree is attained, whichever occurs first. Paraprofessionals may be reimbursed using this same formula for graduate study that leads toward teacher certification. In the case of a LPN working towards their RN degree tuition reimbursement, as above, would apply immediately.

**34-3** Part-time employees shall be given tuition reimbursement proportional to the percentage of full-time worked.

**34-4** To claim tuition reimbursement, the employee must submit proof of payment to the Human Resources Office along with evidence of successful completion of the course. Since the funds were encumbered, tuition reimbursement may occur in the subsequent fiscal year.

### **35 CIVIL SERVICE**

**35-1** Paraprofessionals, nurses and tutors are classified as Civil Service positions and are thereby governed by the Civil Service regulations.

### **36 SENIORITY**

**36-1** For Paraprofessionals, Tutors, School Nurses and Health Office Assistants seniority shall be defined as the number of continuous contract hours of employment within the appropriate category of appointment in the District. The categories of appointment, for purposes of seniority, shall be Educational Assistant, CSE Assigned Paraprofessional, Supervisory Paraprofessional, Tutor, Health Office Assistant and School Nurse.

**36-2** Contract hours shall be defined as the hours of employment stated on the annual salary agreement as presented and agreed to by the employee prior to the commencement of employment initially and the commencement of each school year thereafter.

**36-3** In the event of identical contract hours of employment, the determination of seniority shall be based upon the starting date of employment and then the signing date of the salary agreement.



**36-4** Seniority shall be awarded part-time staff regularly assigned to a .5 or more full-time position for services provided during the regular school year.

**36-5** Seniority shall not accrue to persons while on unpaid leaves of absence.

**36-6** The seniority list shall be updated annually by February 1st. The list shall be made available to staff in each building each year.

**36-7** Layoff and Recall

In the event of a reduction in force, layoff and recall will be based on seniority in each respective category as defined in Section 36-1. The least senior unit member in the respective category will be laid off first. All part-time employees will be laid-off prior to any full-time employees. Recall will commence with the most senior member laid off. The District will maintain a list for purposes of recall for a period of three years from the date of layoff.

## **37 TRANSFERS**

**37-1 Voluntary Transfer**

**37-1-1** Procedures for Educational Assistants, Supervisory Paraprofessionals, School Nurses and Health Office Assistants:

Voluntary transfer requests shall be considered only for the start of the school year. A list of known vacancies in each category for the start of the following school year shall be posted in each school building by May 15 each year. Additional vacancies shall be posted as they occur until August 15. Paraprofessionals who desire a change in assignment shall provide a written request to the Human Resources Office for the desired change within 5 working days from the date of the posting. Paraprofessionals who desire a change in assignment following August 15 shall notify the Human Resources Office in writing prior to August 15. Transfer requests after August 15 shall be honored when it is judged by the Superintendent or his/her designee to be in the best interest of the District to do so. If an opening occurs during the school year, the position will be filled by a new hire and their assignment classified as "Paraprofessional Undesignated." The position will then be posted at the end of the school year as part of the regular voluntary transfer postings.

**37-1-2** Openings in the CSE assigned paraprofessional group will be posted through August 15 of the school year. Paraprofessionals who respond to the postings will be placed in a building opening according to seniority. However, the building principal has sole discretion as to the placement in a specific position within the building. In addition, if, in the principal's judgment the placement of a paraprofessional in a particular assignment is not appropriate, the paraprofessional must make another building choice.

**37-1-3** When postings are made for Association staff in one or more of our special needs classrooms including but not limited to 12:1:4, 12:1:1, or 8:1:1 classroom programs the following language will accompany the posting "This position requires specific skills and specialized training. Please contact the building administrator for further details."

**37-1-4** Although there is no guarantee of a position, every effort will be made to accommodate requests for voluntary transfers. Preference will be given to current staff members over outside applicants. All other qualifications being equal, the staff member with the greatest seniority within the category will be transferred.

## **38 REIMBURSEMENT FOR PERSONAL LOSS**

**38-1** The District shall reimburse employees for the reasonable cost of replacing dentures, eyeglasses, hearing aids, or similar bodily appurtenances damaged, destroyed, or lost as the result of an assault or accident sustained by the employee while acting in the discharge of assigned duties, provided the employee has not been negligent.

**38-2** The District may reimburse costs resulting from vandalism to an employee's automobile or other personal property after the application of any insurance coverage, up to a maximum of \$250, provided the loss is work related and occurs on school property. The determination of eligibility for this reimbursement shall be made by the Superintendent or his/her designee.

## **39 SUBSTITUTE POLICY FOR K-12 PARAPROFESSIONALS**

**39-1** Paraprofessionals may substitute on a per diem basis if no certified substitute can be secured. The paraprofessional typically assigned to the classroom may be offered the opportunity to substitute for the certificated member upon mutual agreement of the certificated member and principal. The paraprofessional will receive an additional **\$18** per hour for substituting for the teacher.

When consistent contractual paraprofessional support is not provided, as defined in 5-5-1, the paraprofessional will receive an additional **\$28** per hour for substituting for the teacher.

**39-2** When a substitute cannot be secured for a paraprofessional and another paraprofessional is assigned to the role, the one serving in the role will receive an additional **\$10** per hour. This provision is not applicable to a paraprofessional whose typical job duties are not required that day (ex. CSE Assigned Paraprofessional whose designated student is absent).

## **40 MEDICAL, PSYCHIATRIC EXAMINATIONS AND X-RAYS**

**40-1** The Board shall pay the cost of medical, psychiatric examinations and X-rays required by the District.

**40-2** The Board reserves the right to designate the examining physician or psychiatrist. The employee may arrange to be accompanied by a person of his or her choice.

**40-3** The results of examinations shall be reported to the Board.

## **41 EMPLOYEE ASSISTANCE PLAN**

**41-1** The District shall provide an Employee Assistance Plan to be established jointly by the District and the Association to assist and enable employees to resolve personal, social, financial or health problems on a confidential basis.

## **42 FLEXIBLE BENEFITS**

**42-1** The District shall provide each staff member the option of participating in a flexible benefits program. Administrative costs shall be paid by the district.

## **43 SMOKE FREE ENVIRONMENT**

**43-1** No employee shall smoke on school property or school grounds

## **44 EVALUATION**

**44-1** Employees shall receive a written evaluation on the standard District evaluation form by the appropriate supervisor once each year by June 1. The evaluation conference will be conducted by the supervisor no less than once every 3 years. The Superintendent will develop the list of appropriate supervisors.

**44-2** No audio, video, or photo shall be used for the purposes of observation, evaluation, or compliance with routine procedures without prior knowledge and consent of the member. By virtue of the fact that these facilities are public buildings, there should exist no expectation of protection from the use of cameras for the purpose in which they are intended when illegal activity, and/or violations of local, state and federal ordinances are suspected.

## **45 GRIEVANCE PROCEDURES**

**45-1 Purpose:** The purpose of this procedure is to provide for the prompt, orderly settlement of grievances.

### **45-2 Definitions**

**45-2-1** Employee - This term shall mean any employee whose position is represented by the Association, other than administrative staff, or any group of such employees.

**45-2-2** Chief Administrator - This term shall apply to the Superintendent of Schools of the District.

**45-2-3** Immediate Supervisor - This term shall be used for any person directly responsible for, or exercising any degree of evaluation and/or regulation of, or authority over another employee.

**45-2-4** Day - This shall mean any school day on which the schools of the District are open for attendance of students for regular instruction or the employee is normally required to be on duty.

**45-2-5** Representative - This shall mean the counsel or other person designated by either party to act in its behalf.

**45-2-6** Association - This shall mean the Pittsford District Teachers' Association.

**45-2-7** Grievance - A grievance shall mean any complaint by a member of the Association bargaining unit of an alleged violation, misinterpretation, or misapplication of any provision of this agreement or established Board Policy that relates to terms and conditions of employment.

### **45-3 Basic Principles**

**45-3-1** An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

**45-3-2** An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.

**45-3-3** Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

**45-3-4** No hearings shall be open to the public.

**45-3-5** It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and make determination within the authority delegated to him within the time specified in these procedures.

**45-3-6** All grievances must be presented in written form except at the informal stage. All grievances shall include the name and position of the aggrieved party, the provision of the agreement allegedly violated, the time when and place where the alleged events or conditions contributing the grievance existed, the identity of the party responsible for causing the events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

**45-3-7** All persons who have filed a grievance under these procedures shall be entitled to be present with a representative of their own choosing, at any hearing held on the said grievance.

**45-3-8** If the aggrieved party fails to appeal the disposition of a grievance to the next step of the grievance procedure within the specified time, the grievance shall be deemed to have been resolved on the basis of the last disposition and further appeal shall be barred.

**45-3-9** Failure at any step in the grievance procedure to communicate a decision to the aggrieved party within the stated time limits shall permit the lodging of an appeal at the next stage within the time which would have been permitted had the decision been communicated on the final day.

**45-3-10** Time limits may be changed by mutual written consent between the staff member and the Superintendent.

#### **45-4 Procedures**

##### **45-4-1 Stage 1 - Supervisor - Informal**

The employee shall first discuss the grievance with the immediate supervisor (e.g. the building principal or other administrator as defined by the job description). The employee should also share the concern with other appropriate teacher leadership personnel such as the PDTA building representative. The initial discussion shall take place no later than 30 days from the date the staff member knew of the act or condition upon which the grievance is based. Within five days from the initial discussion, the immediate supervisor should notify the employee and the Association of the disposition of the grievance.

##### **45-4-2 Stage 2 - Supervisor - Formal**

If the grievance is not resolved at Stage 1, the aggrieved party and the Association may present the grievance in writing to the appropriate building principal no later than five days from the date the employee and the Association is notified of the disposition in Stage 1.

The appropriate building principal shall render a determination in writing to the aggrieved party within five days from the date the grievance was received. A copy of the response shall be filed with the chief administrator.

##### **45-4-3 Stage 3 - Chief Administrator**

- a) If the aggrieved party is not satisfied with the decision rendered at Stage 2 and the Association determines that the grievance is meritorious, it may submit the grievance to the chief administrator for a further review and determination of the grievance within fifteen (15) days of the decision rendered at Stage 2.
- b) The chief administrator may designate a person to review the grievance and render a determination. In the event a person is designated, the aggrieved party and the Association shall be notified in writing.
- c) Within not more than five days following receipt of the written request for further review and determination of the grievance, the chief administrator or his/her designee, shall notify the aggrieved party, his/her immediate supervisor, the Association and any other administrator previously rendering a determination in the case, to submit written statements setting forth the specific nature of the grievance, relevant facts, the determination previously rendered, and the basis for the appeal. All submissions shall be made within five days from the date of the request.

- d) The chief administrator, or his/her designee, after receipt of the written statements may call a hearing to be held at a time and place designated. Notification shall be made to the aggrieved party and the appropriate supervisor or administrator and the Association. The hearing shall be held not less than five days, nor more than ten days after the date of the notice. If a hearing is held, each party shall have the right to appear and to submit any additional facts relevant to the grievance.
- e) In the event no hearing is held by the chief administrator, or his/her designee, a written determination shall be made within ten days from the date of receipt of the written statements. Notice of the determination shall be mailed to the aggrieved party and the Association.
- f) In the event a hearing is held by the chief administrator, or his/her designee, a written determination shall be rendered within 10 school days after the close of the hearing and mailed to the aggrieved party.

#### **45-4-4 Stage 4 - Board Review**

For those grievances that pertain to Board policy only, the aggrieved party may, within 5 school days of the final determination by the chief administrator, submit a written appeal to the Board for a review of the previous determinations.

- a) The aggrieved party shall submit to the Board with the notice of appeal, all written statements and records of the grievance.
- b) Within not more than 10 school days from the date of receipt of the appeal, the Board shall call a hearing at a time and date specified. The hearing shall be held not less than 15 school days from the date of the receipt of the appeal.
- c) The aggrieved party and any representative is entitled to be heard at such hearing.
- d) No further information, other than included in the record, shall be submitted to the Board at the hearing.
- e) Not more than 5 school days from the date of the completion of the hearing, the Board shall render its written determination and mail a copy to the aggrieved party. The Board's decision shall be final, binding and not subject to further stages of the grievance procedure.

#### **45-4-5 Stage 5 - Binding Arbitration**

- a) If the aggrieved party and the Association are not satisfied with the decision rendered at Stage 3 for contractual issues it may submit the grievance to arbitration by written notice to the Chief Administrator within 15 days of the decision.
- b) Within five days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- c) The selected arbitrator shall hear the matter promptly and shall issue a decision not later than 14 days from the date of the close of the hearing, or if oral hearings have been waived, from the date the final statements and proofs are submitted for review. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion on the issues.
- d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
- e) The decision of the arbitrator shall be final and binding upon all parties.
- f) The costs for the services of the arbitrator, including expenses if any, will be borne equally by the Board and by the Association.

## AUXILIARY STAFF SECTION

### 46 COMPENSATION

#### 46-1 Compensation - Auxiliary Staff

The salary ranges for school years 2023-2027 shall be as follows:

##### 2023-2024

4	Career Internship Coordinator	\$55,966	\$83,245
3	Instructional Technology Specialist	\$42,310	\$55,813
2	AV Assistant	\$40,379	\$51,883
1	Career Center Coordinator	\$33,098	\$42,527
	Instructional Materials Specialist		

##### 2024-2025

4	Career Internship Coordinator	\$57,085	\$84,910
3	Instructional Technology Specialist	\$43,156	\$56,930
2	AV Assistant	\$41,187	\$52,921
1	Career Center Coordinator	\$33,760	\$43,378
	Instructional Materials Specialist		

##### 2025-2026

4	Career Internship Coordinator	\$58,227	\$86,608
3	Instructional Technology Specialist	\$44,019	\$58,068
2	AV Assistant	\$42,010	\$53,979
1	Career Center Coordinator	\$34,435	\$44,245
	Instructional Materials Specialist		

##### 2026-2027

4	Career Internship Coordinator	\$59,892	\$88,840
3	Instructional Technology Specialist	\$45,399	\$59,730
2	AV Assistant	\$43,351	\$55,559
1	Career Center Coordinator	\$35,624	\$45,630
	Instructional Materials Specialist		

**46-1-1** The Career Internship Coordinator and Instructional Technology Specialists shall be 12-month positions. The Career Center Coordinator shall be an 11-month position. The Instructional Materials Specialist shall be a 10-month position. The AV Assistant shall be a 10 month + 20 days position.

**46-1-2** Salaries for returning staff shall be increased as follows:

	2023-2024	2024-2025	2025-2026	2026-2027
%	4.2%	4.0%	3.75%	4.0%
Then Added to Base Salary (Prorated for part-time)				\$750
Then Added to Base Salary (Prorated for part-time)				plus a 0.25% increase for every 0.5% that the CPI-U (School District's tax cap calculation) is above the 4% Capped at CPI-U 7%

## **46-2 Longevity Award**

A longevity award will be granted on an annual basis to all school related professionals based on continuous full-time years of service or continuous hours of seniority as follows:

- An employee has been employed for a minimum of 5 years and has at least 5,940 continuous hours of seniority \$150.
- An employee has been employed for a minimum of 10 years and has at least 11,880 continuous hours of seniority \$500.
- An employee has been employed for a minimum of 15 years and has at least 17,820 continuous hours of seniority \$750.
- An employee has been employed for a minimum of 20 or more years and has at least 23,760 continuous hours of seniority \$900.

Each year the award will be granted in the month of May.

Years of employment shall be calculated as of April 1 each school year and continuous hours of seniority shall be calculate as of start of the school year.

## **46-3 Interview Committee Compensation**

Staff members that voluntarily participate on an interview committee outside the normal work day, who are not otherwise compensated for the role, may submit timesheets at the hourly rate of \$24.50.

## **47 TUITION REIMBURSEMENT**

**47-1** All courses taken for credit must be approved, and the finances encumbered, prior to the start of the course by the Superintendent or his/her designee.

**47-2** An employee with a minimum of three full years of Pittsford auxiliary staff experience in the District shall be eligible for 1/2 tuition reimbursement for 6 hours of undergraduate or graduate study during each fiscal year in which the credits were approved and the finances encumbered, to a maximum total of 60 hours or until a Bachelor's degree is attained, whichever occurs first. Auxiliary staff may be reimbursed using this same formula for graduate study that leads toward teacher certification or relates to the assigned area of responsibility.

**47-3** Part-time employees shall be given tuition reimbursement proportional to the percentage of full-time worked.

**47-4** To claim tuition reimbursement, the employee must submit proof of payment to the Human Resources Office along with evidence of successful completion of the course. Since the funds were encumbered, tuition reimbursement may occur in the subsequent fiscal year.

## **48 WORK SCHEDULE**

**48-1** Members of the Auxiliary staff shall work according to the schedule established by the Superintendent of Schools. The normal work week shall be 37 1/2 hours per week for 52 weeks a year, except as otherwise provided by this document. It is understood that variations from the normal work week may be necessary from time to time as workload dictates. Holidays, sick time and vacations are included as work time in computing overtime pay.

**48-2** Full-time members of the auxiliary staff shall be provided with a minimum of a 30-minute unpaid, uninterrupted lunch.

### **48-3 Pay Periods**

10-month staff will have option of annual salary payments as follows:

- a. 1/20 of the annual salary in 20 equal payments  
Or
- b. 1/24 of the annual salary in 19 equal payments and 5/24 of the annual salary in the last pay in June

**48-4** Member Over-Payment: The District will inform the PDTA President and the member(s) impacted in writing including names of employee(s) impacted, amount(s), reason for over-payment, and a suggested corrective action. No member shall have wages deducted without their prior knowledge and that of the Association. The Association will respond to the District in writing within ten (10) business days. Failure to respond within the stated timeline will be deemed agreement with the suggested corrective action. When feasible and reasonable, the member shall have 14 days or one pay period, whichever is longer, prior to commencement of deduction(s). A mutually agreed upon timeline shall be negotiated in the rare scenario where the funds are not able to be recouped prior to the end of the current fiscal year. If the member's employment status is terminated for any reason prior to the recouping of all funds, the total shall be due to the District within 14 days.

## **49 LEAVES OF ABSENCE**

### **49-1 Personal and Family Illness**

**49-1-1** The Board of Education shall grant to each Auxiliary staff member, 15 days of absence with pay for each year for personal illness or serious illness in the immediate family.

**49-1-2** The immediate family shall be defined as spouse, parent, son, daughter, brother, sister, or a relative residing in the household.

**49-1-3** Any unused portion of such leave of absence shall accumulate over the years until 200 days have been accumulated for ten-month employees; 220 days for eleven-month employees; and 240 days for twelve-month employees.

**49-1-4** No sick leave deduction shall be made for absences resulting from injuries caused by an assault or an accident occurring while performing assigned duties for a period up to one year provided that the employee has not been negligent.



## **49-2 Prolonged Illness Days**

**49-2-1** All full-time employees with 3 or more years of experience in the District shall be granted 25 days of absence with pay for personal illness at the end of the third, eighth, thirteenth, and eighteenth year of District service.

**49-2-2** Prolonged illness days shall be used in the event that an employee's illness extends for more than 15 consecutive school days.

**49-2-3** Upon reaching the sixteenth consecutive day of any continuous illness, the regular cumulative leave days previously used for that illness shall be restored to personal sick leave and charged against prolonged illness days.

**49-2-4** Separate records of personal illness and prolonged illness shall be maintained.

## **49-3 Sick Leave Bank**

**49-3-1** A sick leave bank is available. It is administered by the Association and the District.

**49-3-2** All employees who are members of Sick Leave Bank may elect to donate up to four (4) sick days to the Sick Leave Bank each year during open enrollment.

**49-3-3** All employees who retire with sick days in excess of 200 may contribute up to four (4) sick days to the Sick Leave Bank upon retirement.

## **49-4 Childcare Leave**

**49-4-1** Each employee shall be granted childcare leave in conjunction with the birth or adoption of a child. Such leave shall be granted for no longer than two (2) full years. The return from any such leave shall be at the start of the second semester of the first year or at the beginning of a school year. No two childcare leaves shall be granted consecutively.

**49-4-2** Employees must provide written notice to the Human Resources Office of the expected date of the leave as soon as possible but not less than 90 days prior to the commencement of the leave. It is understood that in the event of an adoption, 90 days prior notice may not always be possible.

**49-4-3** Notification of intention to return to work must be received by the Human Resources Office by August 15 if returning at the start of the second semester or by March 1 if returning at the beginning of the following school year. Failure to notify the District of intention to return shall be deemed a resignation.

**49-4-4** An employee returning from childcare leave shall retain seniority rights and all salary credits granted prior to the leave.

**49-4-5** An employee returning from a childcare leave of one full school year or less, shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

**49-4-6** Members taking childcare leave for birth or adoption may use accrued unused sick leave for the remaining FMLA time following their absence.

## **49-5 Military Leaves**

**49-5-1** Employees who are ordered to duty or volunteer for qualifying military service as defined under Federal or State law will be granted leave, and are entitled to reemployment rights, in accordance with such laws and applicable District policy.

**49-5-2** Employees taking leave under this provision shall notify Human Resources of the leave as soon as practicable and shall submit a copy of his/her orders to Human Resources.

**49-5-3** An employee returning from military leave shall retain seniority rights, all salary credits, and tenure status granted prior to the leave.

**49-5-4** If the compensation provided by the military is less than the employee's base salary with the District, the District will provide compensation for the difference. Health and dental insurance coverage will be continued at the current cost sharing rate.

## **49-6 Leaves of Absence Without Pay**

**49-6-1** The Superintendent may grant unpaid leaves of absence for a minimum of three (3) months and up to one (1) year, to full-time employees, with at least three (3) full-time years of service.

**49-6-2** Requests for such leave shall be made in writing to the Superintendent 90 days prior to the intended start of the leave.

**49-6-3** An employee returning at the start of the school year, from a leave of absence without pay of one full school year or less, shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

## **49-7 Personal Leaves of Absence – Without Deduction from Sick Leave**

Each employee shall be granted paid leave for the following absences when prior approval is granted by his/her immediate supervisor. Request for such days shall be made in writing to the supervisor, on the appropriate form, at least 5 days in advance of the absence if possible.

### **49-7-1 Bereavement Days:**

Immediate family which includes spouse, parent, son, daughter, brother, sister or a relative residing in the household	<b>5 Days</b>
Mother-in-law, father-in-law, brother-in-law, sister-in-law	<b>3 Days</b>
Grandparent or grandchild	<b>2 Days</b>

**49-7-2** Subpoena: As Required

**49-7-3** Jury Duty: As Required

**49-7-4** Quarantine by Health Bureau: As Required

**49-7-5** Religious Observance which require absences from work: 2 days

## **49-8 Personal Leave – With Deduction from Sick Leave**

**49-8-1** Each employee shall be granted paid personal leave when prior approval is granted by the appropriate supervisor except that such leave days shall be deducted from personal sick days. Request for such days shall be made in writing to the supervisor, on the appropriate form, at least 5 days in advance of the absence if possible.

**49-8-2** Personal days are for the purpose of conducting emergency or personal business which cannot be scheduled outside the normal workday. Such days shall not be granted for personal recreation or vacation. Personal days shall not be granted for days immediately preceding or following school vacations except in extreme emergencies. When personal days are requested for days immediately preceding or following school vacations, the reasons for such leave shall be provided upon the request of the building principal.

**49-8-3** Examples of appropriate use of personal leave include, but are not limited to:

- bereavement days for relative or close friend
- wedding in the immediate family
- college graduation or initial registration for immediate family member
- birth or adoption of a child including international travel as required
- house closing of personal residence

## **50 INSURANCE**

Beginning January 01, 2019 all references to Blue Point II, Blue shall be replaced with RASHP II

### **50-1 Health Insurance**

**50-1-1** The District shall provide hospital, surgical and major medical insurance for all regularly assigned employees who work half time or more. Employees shall not be eligible for duplicate District provided insurance.

**50-1-2** Starting in the 2019-20 school year, all RASHP II health insurance plans will be offered. RASHP II Value will remain base plan. If the employee elects coverage through a less expensive plan than the base, the District shall pay the difference in cost between the cost of the plan and the District contribution for the RASHP II Value policy, up to 100%. Employees who elect to enroll a “domestic partner” for health insurance and/or dental coverage may do so by submitting the “Domestic Partnership Affidavit” to the Human Resources Department. See Appendix A. Employees who work less than full-time shall pay an additional amount on a pro-rated basis, according to their full-time equivalent status.

**50-1-3** Starting in the 2014-15 school year, all employees will pay **10%** of the premium for RASHP II Value.

Starting in the 2026-27 school year, all employees will pay **12%** of the premium for RASHP II Value.

**50-1-4** For employees retiring on or after July 1, 1995 through the New York State Employees' Retirement System and/or Social Security Retirement, provided the employee has a minimum of 10 years of service preceding the normal retirement date, the Board will continue to pay the premium cost for the retiree as paid for current employees. For employees retiring between September 1, 2010 through July 1, 2011 with twenty five (25) or more years of continuous service, the District shall pay 100% of the premium for Blue Point II Value. For all part-time staff of .5 or more, years of service shall be awarded on a prorated basis.

**50-1-5** Other retired employees may continue participation in the group at no cost to the District.

**50-1-6 Provision of Health Insurance for Dependents of Deceased Employees and Retirees:**

The District shall continue coverage for 3 years to the spouse/domestic partner as referred to in Section 50-1-2 and/or dependent children of the deceased full-time or part-time eligible employee unless remarriage or becoming otherwise insured. Employees who retire July 1, 2019 or later are eligible for this provision as referred to in 50-1-4.

**50-1-7** The District shall continue to provide health insurance benefits at a level no less than those provided through the current community-rated Blue Cross/Blue Shield plan.

**50-1-8** The confidential medical records maintained by the health plan shall not be available for review by District staff. However, the District retains any rights provided under law to review such records as those rights existed when the District participated in the Blue Cross/Blue Shield community-rated plan.

**50-1-9** The District shall continue the contribution to health insurance benefits as set forth by the relevant contract provisions after expiration of paid sick leave (including sick leave, sick bank leave and prolonged illness leave as applicable to the situation) for the periods set forth below as follows:

- Members with less than 3 months of continuous service shall receive 0 months of continued coverage.
- Members with 3 months to 5 years of continuous service shall receive 3 months of continued coverage.
- Members with more than 5 years of continuous service but less than 15 years of continuous service shall receive 6 months of continued coverage.
- Members with 15 or more years of continuous service shall receive 10 months of continued coverage.

The Association acknowledges that this does not affect the District's ability to discontinue contribution to health insurance benefits with respect to other types of unpaid leaves, except as specifically provided by law.

**50-1-10 Temporary Suspension of Insurance in Retirement:**

When deemed permissible by the plan and in accordance with all governing laws/regulations, a temporary suspension of payments and coverage for health insurance shall be granted to a retiree, retiring on or after July 1, 2023 if such request is made in writing to the District prior to the termination of District coverage.

**50-1-11 Spouse Retirement Insurance:**

Spouses or domestic partners, having both been employed by the District, each independently qualifying for the District provided health care provision at retirement, shall be individually entitled to a single payer plan or a single payer plan paired with a sponsor/family plan at their retiree rate sharing costs. If the cost of these individual plans exceeds the cost of the equivalent shared plan, the member's combined contribution shall not exceed the amount of the comparative shared plan. In the event the members retire with different rate sharing costs, the average of the two rates shall be used to calculate the corresponding cost of the shared plan.

**50-2 Life Insurance**

**50-2-1** The Board shall make available term life insurance, at no cost to the District, for each full-time employee.

**50-3 Long Term Disability Insurance**

**50-3-1** The Board shall make available long term disability insurance coverage at no cost to the District for each full-time employee.

**50-3-2** The benefit shall be 60% of gross salary to a maximum benefit of \$5,000 per month less other income benefits. Determination of eligibility for benefits, disability and amount of benefits payable shall be made in accordance with and shall be governed by the insurance policy. Such determination shall not be subject to the arbitration provision of this agreement.

## **50-4 Dental Insurance**

**50-4-1** The Board shall provide dental insurance for all regularly assigned employees who work half-time or more.

**50-4-2** The dental coverage provided shall be the Blue Shield Smile Saver Program Option IV or a plan with like coverage.

**50-4-3** When both husband and wife or two domestic partners are employed by the District they may not individually elect family contracts. When both husband and wife or two domestic partners are employed in the District and have children under 19 years of age, one may elect a single contract and the other may elect a family contract. When both husband and wife or two domestic partners are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 19 may elect family coverage.

## **51 REIMBURSEMENT FOR PERSONAL LOSS**

**51-1** The District shall reimburse employees for the reasonable cost of replacing dentures, eyeglasses, hearing aids, or similar bodily appurtenances damaged, destroyed, or lost as the result of an assault or accident sustained by the employee while acting in the discharge of assigned duties, provided the employee has not been negligent.

**51-2** The District may reimburse costs resulting from vandalism to an employee's automobile or other personal property after the application of any insurance coverage, up to a maximum of \$250, provided the loss is work related and occurs on school property. The determination of eligibility for this reimbursement shall be made by the Superintendent or his/her designee.

## **52 MEDICAL, PSYCHIATRIC EXAMINATIONS AND X-RAYS**

**52-1** The Board shall pay the cost of medical, psychiatric examinations and X-rays required by the District.

**52-2** The Board reserves the right to designate the examining physician or psychiatrist. The employee may arrange to be accompanied by a person of his or her choice.

**52-3** The results of examinations shall be reported to the Board.

## **53 EMPLOYEE ASSISTANCE PLAN**

**53-1** The District shall provide an Employee Assistance Plan to be established jointly by the District and the Association to assist and enable employees to resolve personal, social, financial or health problems on a confidential basis.

## **54 FLEXIBLE BENEFITS**

**54-1** The District shall provide each staff member the option of participating in a flexible benefits program. Administrative costs shall be paid by the district.

### **54-2 NYSUT Benefit Trust & VOTE COPE**

**54-2-1** The District shall check off and remit payments to the NYSUT Benefit Trust and VOTE COPE upon the submission of a signed authorization to the Payroll Office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust and VOTE COPE the payments deducted and shall furnish the plan and the bargaining unit with a list of all employees from whose salaries such deductions have been made.

## **55 HEALTH FUND**

Administrative costs for pre-existing health funds shall be maintained by the District. Staff members on the payroll prior to June 30, 2019 shall be eligible for this benefit.

## **56 JURY DUTY**

**56-1** Employees who serve on jury duty shall be paid their full, regular salary and shall be entitled to any fees paid for their services.

## **57 VACATION ALLOWANCE**

**57-1** Full-time, twelve-month employees shall be granted 20 days of paid vacation each year of employment. After 10 years of continuous full-time employment in the District, as an Auxiliary Unit employee, employees shall receive one additional day for each year of service to a maximum of 25 days.

**57-2** Vacation time shall be computed from July 1 to June 30 of each year. Those serving less than a full year shall receive a prorated number of days.

**57-3** Employees shall be on duty when school is in session except with the written approval of the Superintendent.

**57-4** Employees who terminate their employment during the year shall reimburse the District for vacation days taken beyond those allowed.

**57-5** Up to twenty days of vacation time may be accrued and carried forward to the next year.

**57-6** Accumulated vacation time shall be paid when an employee leaves the District. If the departure occurs during a school year, vacation time shall be prorated. The Superintendent shall have the discretion of granting pay or vacation when an employee leaves the district.

## **58 CAREER AWARD**

**58-1** Employees who have 10 years of full-time, continuous service or 12,000 continuous contract hours of service, shall be eligible upon retirement through the NYS Employees' Retirement System and/or the Social Security System, to be paid an allowance of \$50/day for each unused personal and family illness day AND \$350 for each year of service to a maximum of \$18,000 for 10-month employees, \$19,000 for 11-month employees and \$20,000 for 12 month employees.

**58-2** The District will pay the reasonable cost of the dinner for the retiree, those individuals entering the 20-year club, and their guest at the annual PDTA sponsored retirement party.

## **59 WORK YEAR**

**59-1** 10-month employees      200 days less 12 holidays during the work year

**59-2** 11-month employees      220 days less 13 holidays during the work year

**59-3** 12-month employees      260 days less 15 holidays and less paid vacation

**59-4** The 12 paid holidays for ten-month employees are the following: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, and one floating holiday as determined by the Superintendent.

**59-5** The 13 paid holidays for eleven-month employees are the same as above plus the Fourth of July.

**59-6** The 15 paid holidays for the twelve-month employees are the same as the above plus two additional days when school is not in session, following a discussion with the Association President and at the discretion of the Superintendent.

**59-7** In the event that ten-month or eleven-month employees are requested to work beyond the specified days, they shall be compensated at the rate of 1/200 or 1/220 of their annual salary for each day worked respectively. Authorization to work beyond specified days shall be obtained from the Superintendent of Schools or his/her designee.

**59-8 Compensation for Chaperones**

Chaperone	\$31.09/hr
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## **60 PROFESSIONAL LEARNING**

**60-1** The Board of Education and the Pittsford District Teachers' Association are committed to supporting ongoing professional learning for all faculty and staff that:

- is aligned with district, building and individual goals
- is standards-based, job embedded, supported by multiple forms of data, driven by student learning and focused on 21st century student skills
- creates a collaborative culture where all staff work together to improve student achievement

**60-2** Staff members who participate in in-service training at the Teacher Center or sponsored by the Teacher Center, outside normal work hours, shall be paid as follows:

Auxiliary:

- 0-12 hours \$20/hr.
- 12.5+ hours \$17.50/hr.

## **61 CONFERENCE AND WORKSHOP ATTENDANCE**

**61-1** Employees, with the approval of the Superintendent, may have the opportunity to attend workshops, programs or conferences at the partial or total expense of the District.

**61-2** At the discretion of the principal, alternative means of in-service training may be provided. Such alternative means may include the hiring of consultants or specialists to work within the District.

**61-3** Employees attending workshops or conferences may be asked to provide a written or oral report of the activities of the conference.

**61-4** To be eligible for reimbursement of full or partial expenses, the employee must receive prior approval by filing the conference and travel form.

## **62 MILEAGE REIMBURSEMENT**

**62-1** Staff shall be reimbursed for the required mileage driven while carrying out their job responsibilities. The rate of reimbursement shall be the IRS approved rate.

## **63 SMOKE FREE ENVIRONMENT**

**63-1** No employee shall smoke on school property or school grounds.

## **64 EVALUATION**

**64-1** Employees shall receive a written evaluation by the appropriate supervisor once each year by June 1. The evaluation conference will be conducted by the appropriate supervisor no less than once every 3 years. The Superintendent will develop the list of appropriate supervisors.

**64-2** No audio, video, or photo shall be used for the purposes of observation, evaluation, or compliance with routine procedures without prior knowledge and consent of the member. By virtue of the fact that these facilities are public buildings, there should exist no expectation of protection from the use of cameras for the purpose in which they are intended when illegal activity, and/or violations of local, state and federal ordinances are suspected.

## **65 OPENINGS**

**65-1** When openings occur for an Auxiliary Staff position, an internal posting will be created. Members may submit a letter of interest. Interviews will be granted only to qualified personnel as determined by job description or civil service requirements.

## **66 GRIEVANCE PROCEDURES**

**66-1 Purpose:** The purpose of this procedure is to provide for the prompt, orderly settlement of grievances.

### **66-2 Definitions**

**66-2-1** Employee - This term shall mean any employee whose position is represented by the Association, other than administrative staff, or any group of such employees.

**66-2-2** Chief Administrator - This term shall apply to the Superintendent of Schools of the District.

**66-2-3** Immediate Supervisor - This term shall be used for any person directly responsible for or exercising any degree of evaluation and/or regulation of, or authority over another employee.

**66-2-4** Day - This shall mean any school day on which the schools of the District are open for attendance of students for regular instruction or the employee is normally required to be on duty.

**66-2-5** Representative - This shall mean the counsel or other person designated by either party to act in its behalf.

**66-2-6** Association - This shall mean the Pittsford District Teachers' Association.

**66-2-7** Grievance - A grievance shall mean any complaint by a member of the Association bargaining unit of an alleged violation, misinterpretation, or misapplication of any provision of this agreement or established Board Policy that relates to terms and conditions of employment.

### **66-3 Basic Principles**

**66-3-1** An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

**66-3-2** An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.

**66-3-3** Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

**66-3-4** No hearings shall be open to the public.



**66-3-5** It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and make determination within the authority delegated to him within the time specified in these procedures.

**66-3-6** All grievances must be presented in written form except at the informal stage. All grievances shall include the name and position of the aggrieved party, the provision of the agreement allegedly violated, the time when and place where the alleged events or conditions contributing the grievance existed, the identity of the party responsible for causing the events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

**66-3-7** All persons who have filed a grievance under these procedures shall be entitled to be present with a representative of their own choosing, at any hearing held on the said grievance.

**66-3-8** If the aggrieved party fails to appeal the disposition of a grievance to the next step of the grievance procedure within the specified time, the grievance shall be deemed to have been resolved on the basis of the last disposition and further appeal shall be barred.

**66-3-9** Failure at any step in the grievance procedure to communicate a decision to the aggrieved party within the stated time limits shall permit the lodging of an appeal at the next stage within the time which would have been permitted had the decision been communicated on the final day.

**66-3-10** Time limits may be changed by mutual written consent between the staff member and the Superintendent.

#### **66-4 Procedures**

##### **66-4-1 Stage 1 - Supervisor - Informal**

The employee shall first discuss the grievance with the immediate supervisor (e.g. the building principal or other administrator as defined by the job description). The employee should also share the concern with other appropriate teacher leadership personnel such as the PDTA building representative. The initial discussion shall take place no later than 30 days from the date the staff member knew of the act or condition upon which the grievance is based. Within five days from the initial discussion, the immediate supervisor should notify the employee and the Association of the disposition of the grievance

##### **66-4-2 Stage 2 - Supervisor - Formal**

If the grievance is not resolved at Stage 1, the aggrieved party and the Association may present the grievance in writing to the appropriate building principal no later than five days from the date the employee and the Association is notified of the disposition in Stage 1.

The appropriate building principal shall render a determination in writing to the aggrieved party within five days from the date the grievance was received. A copy of the response shall be filed with the chief administrator.

##### **66-4-3 Stage 3 - Chief Administrator**

- a) If the aggrieved party is not satisfied with the decision rendered at Stage 2 and the Association determines that the grievance is meritorious, it may submit the grievance to the chief administrator for a further review and determination of the grievance within fifteen (15) days of the decision rendered at Stage 2.
- b) The chief administrator may designate a person to review the grievance and render a determination. In the event a person is designated, the aggrieved party and the Association shall be notified in writing.
- c) Within not more than five days following receipt of the written request for further review and determination of the grievance, the chief administrator or his/her designee, shall notify the aggrieved party, his/her immediate supervisor, the Association and any other administrator previously rendering a determination in the case, to submit written statements setting forth the specific nature of the grievance, relevant facts, the determination previously rendered, and the basis for the appeal. All submissions shall be made within five days from the date of the request.

- d) The chief administrator, or his/her designee, after receipt of the written statements may call a hearing to be held at a time and place designated. Notification shall be made to the aggrieved party and the appropriate supervisor or administrator and the Association. The hearing shall be held not less than five days, nor more than ten days after the date of the notice. If a hearing is held, each party shall have the right to appear and to submit any additional facts relevant to the grievance.
- e) In the event no hearing is held by the chief administrator, or his/her designee, a written determination shall be made within ten days from the date of receipt of the written statements. Notice of the determination shall be mailed to the aggrieved party and the Association.
- f) In the event a hearing is held by the chief administrator, or his/her designee, a written determination shall be rendered within 10 school days after the close of the hearing and mailed to the aggrieved party.

#### **66-4-4 Stage 4 - Board Review**

For those grievances that pertain to Board policy only, the aggrieved party may, within 5 school days of the final determination by the chief administrator, submit a written appeal to the Board for a review of the previous determinations.

- a) The aggrieved party shall submit to the Board with the notice of appeal, all written statements and records of the grievance.
- b) Within not more than 10 school days from the date of receipt of the appeal, the Board shall call a hearing at a time and date specified. The hearing shall be held not less than 15 school days from the date of the receipt of the appeal.
- c) The aggrieved party and any representative is entitled to be heard at such hearing.
- d) No further information, other than included in the record, shall be submitted to the Board at the hearing.
- e) Not more than 5 school days from the date of the completion of the hearing, the Board shall render its written determination and mail a copy to the aggrieved party. The Board's decision shall be final, binding and not subject to further stages of the grievance procedure.

#### **66-4-5 Stage 5 - Binding Arbitration**

- a) If the aggrieved party and the Association are not satisfied with the decision rendered at Stage 3 for contractual issues it may submit the grievance to arbitration by written notice to the Chief Administrator within 15 days of the decision.
- b) Within five days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- c) The selected arbitrator shall hear the matter promptly and shall issue a decision not later than 14 days from the date of the close of the hearing, or if oral hearings have been waived, from the date the final statements and proofs are submitted for review. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion on the issues.
- d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
- e) The decision of the arbitrator shall be final and binding upon all parties.
- f) The costs for the services of the arbitrator, including expenses if any, will be borne equally by the Board and by the Association.

## 67 DURATION OF CONTRACT

Effective Dates July 1, 2023 through June 30, 2027

A handwritten signature in cursive script, appearing to read "Dwayne Cerbone", written over a horizontal line.

Dwayne Cerbone, Association President

A handwritten signature in cursive script, appearing to read "Michael Pero", written over a horizontal line.

Michael Pero, Superintendent of Pittsford Schools

## APPENDIX A: Domestic Partner Affidavit

### PITTSFORD CENTRAL SCHOOL DISTRICT DOMESTIC PARTNER AFFIDAVIT

This Affidavit is made for the purpose of claiming health and dental insurance benefits for a domestic partner for a qualified employee presently working for Pittsford Central School District. For the purpose of this Affidavit, domestic partners are two (2) adults at least twenty one (21) years of age who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for the expenses incurred during the domestic partnership.

The undersigned employee and domestic partner, being duly sworn, hereby individually and jointly declare and agree:

- 1 That (employee's name) \_\_\_\_\_ is presently an employee of Pittsford Central School District and qualifies for health and dental insurance benefits as described in Article 4 30 and 50 of the Agreement between the Pittsford Central School District and the Pittsford District Teachers' Association, and that (domestic partner's name) \_\_\_\_\_ is living with the employee in a domestic partnership as hereafter described.
2. We are both at least twenty one (21) years of age and are competent to enter into a contract.
3. We are not related to each other by blood to a degree of closeness that would prohibit legal marriage in the State of New York.
4. We are not married and are not the domestic partner of anyone else in any jurisdiction.
5. We have not terminated a Domestic Partnership Affidavit or its equivalent in this or another jurisdiction, within eighteen (18) months immediately prior to making this Affidavit.
6. We currently live in the same household, have lived in the same household continuously for at least eighteen (18) months immediately prior to this Affidavit, and intend to continue to live in the same household indefinitely.
7. We are committed to the physical, emotional and financial care and support of each other.
8. We are financially interdependent as evidenced by at least two of the following (i.e. joint bank accounts, joint credit cards, joint ownership of a residence, household expenses, granting power of attorney, designating each other as sole beneficiary/executor) or evidence of other joint financial responsibilities.
9. We share with each other the common necessities and tasks of one household.
10. We agree to inform the Pittsford Central School District, as soon as possible, if this domestic partnership should change or end.
11. We understand that we are subject to all standard requirements, criteria and qualifications of the District's medical and/or dental insurance plans.
12. We agree that if we have or either of us has made any false statements regarding his or her qualifications as a domestic partner, or shall have failed to comply with the terms of this Affidavit, and Pittsford Central School District suffers any loss thereby, we shall be responsible for reimbursing and indemnifying the Pittsford Central School District for any losses or expenses incurred by the District on account of such false statement or failure to comply, including reasonable attorney fees and court costs.

Dated:

Employee Signature

Print Name

Sworn to before me this                      day of                      , 20

Notary Public

Dated:

Domestic Partner Signature

Print Name

Sworn to before me this                      day of                      , 20

Notary Public