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**PITTSFORD CENTRAL SCHOOLS**

**PITTSFORD, NEW YORK**

**MANAGERIAL/CONFIDENTIAL**

**EMPLOYEES HANDBOOK**

**FOR**

**July 1, 2024-June 30, 2027**

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The provisions contained in this handbook shall be in effect for those persons designated by the Board as Managerial and/or Confidential staff and shall include the following:

## **ADMINISTRATIVE POSITIONS**

Assistant Superintendents for Instruction, Human Resources and Business, Chief Information Officer, Director of Finance, Treasurer, Director of Equity, Inclusion, and Personnel, and Human Resources Coordinator

### **1 WORK STATION**

Every member of the Managerial/Confidential staff shall be at work according to the schedule established by the Superintendent of Schools or direct supervisor.

### **2 LEAVES OF ABSENCE**

#### **2-1 Personal Illness or Serious Illness in the Immediate Family**

(The immediate family shall mean spouse/domestic partner, parent, son, daughter, brother, sister or a relative residing in the household.)

The Board of Education shall grant eleven month employees thirteen days annually; twelve month employees shall be granted fourteen days annually.

Any unused portion of such leave of absence shall accumulate over the years until 220 days have accumulated for eleven month employees; and 240 days for twelve month employees.

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.

#### **2-2 Prolonged Illness Income Protection**

At the end of the third, eighth, thirteenth and eighteenth years of Pittsford service, the Board shall credit each employee with 25 prolonged illness days of absence with pay.

Days credited under this provision may be used for any illness which keeps an employee from his/her duties for more than 15 consecutive days. Upon reaching the 16th consecutive day of any continuous illness, the regular cumulative leave days previously used for that illness shall be restored by use of these prolonged illness days. Separate records of personal illness and prolonged illness shall be maintained.

#### **2-3 Child Care Leave**

Each staff member shall be granted child care leave in conjunction with the birth or adoption of a child without pay upon application for a period not to exceed four full semesters.

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.

The employee must submit a written notification of intention to return to work to the Human Resources Office at least 6 months prior to the date of expected return.

#### **2-4 Professional Leave**

The Board of Education upon the recommendation of the Superintendent may grant paid, partially paid or unpaid leaves of absence. Such leaves may be granted for professional growth or personal reasons, not for employment purposes elsewhere, for the length of time deemed appropriate by the Board. Written requests for such leave should be made to the Superintendent 150 days in advance of the commencement of the leave.

**2-5 Personal Leave - Without Deduction from Sick Leave**

Each staff member shall be granted paid leave for the following absences when prior approval is granted by his/her immediate supervisor:

- |   |             |
|---|-------------|
| 1. Bereavement days for the immediate family which include spouse/domestic partner, parent, son, daughter, brother, sister or a relative residing in the household. | 5 days      |
| 2. Mother-in-law, father-in-law, brother-in-law, sister-in-law<br>Grandparent or grandchild   | 4 days      |
| 3. Subpoena and other legal   | 3 days      |
| 4. Jury Duty  | As required |
| 5. Quarantine by Health Bureau  | As required |
| 6. Religious observance   | 2 days      |

**2-6 Personal Leave - With Deduction from Sick Leave**

Each administrator shall be granted paid leave for the following absences when prior approval is granted by the immediate supervisor except that such leave days shall be deducted from personal illness days.

- |   |                                  |
|---|----------------------------------|
| 1. Bereavement Days<br>Relatives or close friend<br>Additional days may be granted upon receiving prior approval of the Superintendent. | 2 days                           |
| 2. Wedding in immediate family  | 2 days                           |
| 3. College graduation   | 2 days                           |
| 4. College freshman initial registration day for immediate family member  | 2 days                           |
| 5. Birth - for the father   | 2 days                           |
| 6. House closing of personal residence  | .5 day                           |
| 7. Other emergency and necessary leave  | Discretion of the Superintendent |

The employee must make requests for absences to his/her direct supervisor as far in advance of the absence as is practicable.

**3 INSURANCE PROGRAMS**

**3-1 Health Insurance**

3-1-1 The Board shall provide hospital, surgical and major medical insurance for all regularly assigned administrators who work half time or more. Administrators shall not be eligible for duplicate District provided insurance. The District shall be able to offer all health insurance programs available through RASHP. 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.

- 3-1-2 The administrator shall pay the difference between the District contribution to the RASHP II Value plan and the Blue Million or RASHP II Select plan. Administrators hired before July 1, 2012 who elect coverage through RASHP II Value shall pay 10% of the premium costs. Administrators hired after July 1, 2012 will be responsible for contributing 15% of the premium for the RASHP II Value plan.
- 3-1-3 For administrators who retired on or before June 30, 1996 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, the Board shall pay 100% of the premium costs, provided the administrator has accrued a minimum of 10 years of service preceding the normal retirement date. For all part time staff of .5 or more, years of service shall be awarded on a prorated basis. For administrators who retire on or before June 30, 1996, the Board shall continue to reimburse the retiree the cost of such coverage.
- 3-1-4 For administrators retiring on or after July 1, 1996 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, provided the administrator has a minimum of 5 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.
- 3-1-5 For those administrators who have enrolled in District Health Insurance pursuant to section 3-1-3, and retire from the District, the District's contribution to health insurance in retirement shall be equivalent to all other employees who enrolled in District Health Insurance for the first time on or after July 1, 2007, based on the plan selected, provided the administrator has a minimum of 5 years of service preceding the normal retirement date
- 3-1-6 The Board shall extend coverage to the spouse/domestic partner and dependent children of a deceased full time employee until remarriage or becoming otherwise insured.
- 3-1-7 The Board shall also extend coverage to the spouse/domestic partner and dependent children of deceased eligible retirees until remarriage or becoming otherwise insured.
- 3-1-8 The confidential medical records maintained by the health plan shall not be available for review by District staff. However, the Board 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.
- 3-1-9 Employees' contributions toward health insurance will not be greater than that which would be required of such employees using the premium of the community-rated plan. Employees who elect to participate in an alternative HMO plan offered by the District shall pay the difference between the cost of the current health insurance and the cost of the plan selected.

**3-2 Life Insurance**

- 3-2-1 The Board shall provide at no cost to the employee a \$240,000 term life insurance policy including a double indemnity provision for accidental death. Retirees between the ages of 55 and 65 may continue a \$120,000 group life insurance policy, including a double indemnity provision for accidental death, at district expense.

**3-3 Long-Term Disability Insurance**

- 3-3-1 The Board of Education shall provide each full time ten month, eleven month and twelve month employee long-term disability insurance at no cost to the employee. The new employee waiting period is 30 days. The waiting period for benefits is 90 days from the date of disability or the expiration of sick leave whichever occurs last. The plan provides coverage for disabilities due to mental and nervous disorders, as well as physical disabilities.
- 3-3-2 The monthly benefit shall be 66 2/3% of salary, with a maximum benefit of \$12,000 per month.

**3-4 Dental Insurance**

- 3-4-1 The Board shall provide dental insurance for all regularly assigned employees who work half time or more.
- 3-4-2 The dental coverage provided shall be the Blue Shield Smile Saver Program Option IV or a plan with like coverage.
- 3-4-3 The Board shall pay the total premium for all eligible employees including those on Sabbatical Leaves of Absence.
- 3-4-4 When both husband and wife are employed by the District they may not individually elect family contracts. When both husband and wife 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 are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 19 may elect family coverage.

**3-5 Flexible Benefits**

- 3-5-1 The District shall provide each staff member the option of participating in a flexible benefits program.
- 3-5-2 This benefit is provided under Section 125 of the Internal Revenue Code and allows employees to pay specific health-related medical expenses as well as dependent care expenses with pre-tax dollars. Participation in this program will reduce an employee's Federal, State, and Social Security taxes.

**4 COURT ATTENDANCE**

Employees serving jury duty shall receive their full regular salary and shall be entitled to any fees paid for their services.

**5 PAY CALCULATIONS**

When it is necessary to calculate pay deductions for absence, the daily reduction shall be one two-hundred fortieth (1/240) of the yearly pay for persons working on an annual basis, and one two-hundredth (1/200) of the yearly pay for persons who work on a ten month basis, and one two-hundred twentieth (1/220) for those serving on an eleven month basis.

**6 VACATION ALLOWANCE**

6-1 Twelve-month employees shall receive vacation days based on the following schedule:

At 0 to 3 years	- 20 days
At 4 years	- 21 days
At 5 years	- 22 days
At 6 years	- 23 days
At 7 years	- 24 days
From 8 to 20 years	- 25 days
At 21 years	- 26 days
At 25+ years	- 30 days

6-2 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.

- 6-3 Up to 30 days of vacation time may be accrued and carried forward to the new year. Additional days may be carried forward on an exception basis upon the approval of the Superintendent.
- 6-4 Employees shall be on duty when school is in session except having given reasonable notice to the Superintendent of Schools prior to taking any vacations.
- 6-5 Personnel who terminate their employment shall reimburse the District for vacation days taken beyond those allowed.
- 6-6 The Superintendent and employees shall keep a vacation record. An annual report of vacations shall be submitted to the Superintendent by all twelve month professional personnel in July of each year.
- 6-7 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.
- 6-8 If the administrator has unused vacation days as of June 30 of the school year, they may opt to be paid for up to 10 (ten) unused vacation days at 1/240th of annual salary. Employees will have the option to receive payment for the ten (10) in one lump sum in the final payroll of the school year or to split the payments in two with five (5) days being paid in the last pay in December and five (5) days being paid in the last day in June. The employee will inform the Human Resources Office of the intent to do so no later than May 15 of the school year in which the payment is requested if the full ten (10) days are requested in June or by November 15 if they are requesting five (5) days to be paid in December and five (5) days are to be paid in June.

**7 WORK YEAR**

7-1 The work year shall be as follows:

11 month employees*	-	220 days less 14 holidays
12 month employees	-	260 days less 14 holidays, less paid vacation

7-2 The fourteen paid holidays are the following: Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, December 25, New Year's Day, Lincoln's or Washington's Birthday, Memorial Day, Martin Luther King Day, and Juneteenth. Two additional days shall be granted when school is not in session to be determined by the Superintendent.

7-3 \*In the event that 11-month employees are requested to work beyond 220 days, they shall be compensated at the rate of 1/220th of their annual salary for each day worked. Authorization to work beyond 220 days shall be obtained from the Superintendent of Schools.

**8 INSERVICE TRAINING PROVISIONS**

**8-1 Administrative Seminars**

The opportunity for a full, paid seminar for staff shall be provided annually.

**8-2 Professional Conference, Workshop, or Visitation**

8-2-1 Each administrator shall be able to attend a national professional conference or seminar annually, paid for by the District.



**8-3            Payments for Graduate Work**

- 8-3-1            An employee with three years of full time experience at the Pittsford Central School or holding permanent or professional certification for the position held shall be eligible for full reimbursement for 6 hours of graduate study during each fiscal year.
  
- 8-3-2            Tuition reimbursement for undergraduate courses will be considered upon application when they are appropriate to new programs and not available on the graduate level.
  
- 8-3-3            To claim tuition reimbursement, the employee must have prior approval and submit proof of payment to the Human Resource Office along with evidence of successful completion of the course.

**9                PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance shall be provided for administrative personnel. It provides \$100,000 for each incident and \$1,000,000 aggregate for any loss which the insured becomes legally obligated to pay.

**10              REIMBURSEMENT FOR PERSONAL LOSS**

- 10-1            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.
  
- 10-2            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 designee.

**11              CHILDREN OF NON-RESIDENT STAFF**

- 11-1            Children of non-resident staff shall be allowed to enroll in the Pittsford Central Schools.
  
- 11-2            Children of non-resident staff shall be assigned to buildings by the Superintendent or his/her designee.
  
- 11-3            Payment shall be made 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.

**12              EMPLOYEE ASSISTANCE PLAN**

- 12-1            The District shall provide an Employee Assistance Plan to assist and enable employees to resolve personal, social, financial or health problems on a confidential basis.

**13              MILEAGE REIMBURSEMENT**

Employees shall be reimbursed for required mileage driven while carrying out their job responsibilities. The rate of reimbursement shall be the district rate. Reimbursement shall be claimed by filing the Mileage Payment Claim form with the Business Office.

**14** **ORGANIZATIONAL DUES**

Employees shall be reimbursed for job related professional association dues. Reimbursement shall be claimed by submitting to the Business Office a claim form with proof of payment attached.

**15** **CAREER AWARD**

**15-1** **Eligibility**

Employees who have been employed in Pittsford five (5) full time years immediately preceding retirement and retire through the NYS Teachers' Retirement System and/or the Federal Social Security System shall be eligible for this benefit.

For an employee to be eligible for the Career Award, an irrevocable letter of resignation for retirement purposes must be submitted to the district and accepted by the Board of Education six (6) months prior to the retirement date.

**15-2** **Computation of Entitlement**

The Career Award shall be computed at 5% of \$35,000 for each full time year of District service for 5 years of service or more to a total of 20 years of service. Years of service shall include professional leaves, Belgrade International School leaves, and the final year of service.

**15-3** **Payment**

The maximum amount for retirement shall be \$35,000. Payment of the Career Award will be made in one lump sum payment as soon as is practicable to a qualified 403(b) plan as allowed by law.

15-5 The Superintendent, with Board of Education approval, may make individual arrangements with administrators prior to age 55.

**16** **EVALUATION AND COMPENSATION**

The Superintendent shall administer a supervision and evaluation program annually which shall include the following:

16-1 Written goals to be mutually agreed upon by the administrator and his/her immediate supervisor.

16-2 A minimum of two conferences with the supervisor.

16-3 A written final evaluation for each administrator to be completed by June 30.

16-4 The salary increase for the Assistant Superintendents for Instruction, Human Resources and Business; for Chief Information Officer, Director of Finance and Director of Equity, Inclusivity, and Personnel, and Human Resources Coordinator shall be 3.5% in 2024-2025, 3.25% in 2025-2026, and 3.25% in 2026-2027 over the year's prior salary for satisfactory service recognized by the Superintendent for each year, respectively.

16-5 An additional sum of monies shall be provided each administrator in each year of this agreement as follows: For the Assistant Superintendents of Business, Human Resources and Instruction, the Chief Information Office, Director of Finance, and Director of Equity, Inclusivity, and Personnel, \$3,800 shall be placed annually in an employer contribution to a 403b. In addition, an annual amount of \$3,000 may be used for tax sheltered annuities or for other benefits of choice as determined by the administrator.

**17**            **SMOKE-FREE WORK ENVIRONMENT**

17-1            No employee shall smoke on school property or school grounds.

**18**            **PROFESSIONAL STANDARDS FOR ADMINISTRATORS**

The Administrative staff will support the Professional Standards for Administrators.

The Professional Standards for Excellence in Administration defines expectations for administrators of the Pittsford Central School District. They reflect Pittsford’s commitment to the education and success of each student and to the district tradition of academic excellence. These Standards will outline components of professional practice. It is the intent that these Standards enhance the profession by clearly defining and communicating professional expectations and by promoting accountability for all administrators in the district.

Staff members identified for intervention 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.

**19**            **GRIEVANCE PROCEDURES FOR EMPLOYEES**

**19-1**            **Purpose**

The purpose of this procedure is to provide for the prompt, orderly settlement of grievances.

**19-2-1**        **Definitions**

Employee

This term shall mean any employee designated by the Board as an employee.

**19-2-2**        **Chief Administrator**

This term shall apply to the Superintendent of Schools of the District.

**19-2-3**        **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.

**19-2-4**        **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.

**19-2-5**        **Representative**

This shall mean the counsel or other person designated by either party to act in its behalf.

**19-2-6**        **Association**

This shall mean the Managerial Group.

**19-2-7**      **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.

**19-3**      **Basic Principles**

19-3-1      An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

19-3-2      An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.

19-3-3      Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

19-3-4      No hearings shall be open to the public.

19-3-5      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.

19-3-6      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.

19-3-7      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.

19-3-8      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.

19-3-9      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.

19-3-10      Time limits may be changed by mutual written consent between the staff member and the Superintendent.

**19-4**      **Procedures**

19-4-1      Stage 1 - Supervisor - Informal

The employee shall first discuss the grievance with the immediate supervisor. 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.

19-4-2      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 supervisor no later than five days from the date the employee and the Association is notified of the disposition in Stage 1.

The appropriate supervisor 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.

19-4-3 Stage 3 - Chief Administrator

- a) Within not more than five days after the employee has been notified of the determination at Stage 2, the aggrieved party may submit a written request to the chief administrator for a further review and determination of the grievance.
- 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.

- 19-4-3 f) In the event a hearing is held by the chief administrator, or his designee, a written determination shall be rendered within 10 school days after the close of the hearing and mailed to the aggrieved party.

19-4-4 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) In not less 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.

**SALARY AND BENEFIT PROGRAM FOR**  
**CONFIDENTIAL STAFF**

**CONFIDENTIAL POSITIONS:**

Executive Assistant to the Superintendent

Human Resource Assistant

Payroll Supervisor

Personnel Clerk

**COMPENSATION**

Yearly salary increases shall be as follows: 3.5% in 2024-2025, 3.25% in 2025-2026, and 3.25% in 2026-2027.

**TAX SHELTER ANNUITY**

Each year of the contract, \$3,450 shall be placed annually in an employer contribution to a 403b. In addition, a yearly amount of \$3,000 may be used for tax sheltered annuities or for other benefits of choice as determined by the employee.

**WORK SCHEDULE**

Members of the confidential staff shall work according to the schedule established by the Superintendent of Schools. The normal work week shall be 37 ½ 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 work load dictates.

**LEAVES OF ABSENCE**

**Personal Illness or Serious Illness in the Immediate Family**

Personal illness or serious illness in the immediate family. (The immediate family shall mean Spouse/Domestic Partner, parent, son, daughter, brother, sister, or a relative residing in the household.)

The Board of Education shall grant to each ten month employee, twelve days of absence with pay for each year for the above causes. Eleven month employees shall be granted thirteen days annually; twelve month employees shall be granted fourteen days annually.

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.

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.

**Prolonged Illness Income Protection**

At the end of the third, eighth, thirteenth and eighteenth years of Pittsford service, the Board shall credit each employee with 25 prolonged illness days of absence with pay.

Days credited under this provision may be used for any illness which keeps an employee from his/her duties for more than 15 consecutive days. Upon reaching the 16th consecutive day of any continuous illness, the regular cumulative leave days previously used for that illness shall be restored by use of these prolonged illness days. Separate records of personal illness and prolonged illness shall be maintained

### Child Care Leave

Each staff member shall be granted child care leave in conjunction with the birth or adoption of a child without pay upon application for a period not to exceed four full semesters.

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.

The employee must submit a written notification of intention to return to work to the Human Resources Office at least 6 months prior to the date of expected return.

### Personal Leave--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:

1. Bereavement Days
  - Spouse/Domestic Partner, son, daughter, mother, father, sister/brother 5 days
  - Grandparent or grandchild 5 days
  - Mother-in-law, father-in-law, brother-in-law 5 days
  - sister-in-law, or person living in household
2. Subpoena As required
3. Jury Duty As required
4. Quarantine by Health Bureau As required
5. Religious observance 2 Days

### Personal Leave--With Deduction From Sick Leave

Each employee shall be granted paid leave for the following absences when prior approval is granted by the immediate supervisor except that such leave days shall be deducted from personal sick days.

1. Bereavement Days
  - Other relatives or close friend 1 Day
  - Additional days may be granted upon receiving prior approval of the Superintendent.
2. Wedding in immediate family. 1 Day
3. College graduation 1 Day
4. College freshman initial registration day for immediate family member 1 Day
5. Birth--for the father 1 Day
6. House closing of personal residence 1/2 Day
7. Other emergency and necessary leave Discretion of the Superintendent

The employee must make requests for absences to his direct supervisor as far in advance of the absence as is practicable.

## **INSURANCE PROGRAMS**

### **Health Insurance**

The Board shall provide hospital, surgical and major medical insurance for all regularly assigned confidential staff who work half time or more. Employees shall not be eligible for duplicate District provided insurance. 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.

In the 2024-2025, 2025-2026, and 2026-2027 school years, the employee will be covered by RASHP II Value as the base health insurance plan. During the years specified above, the employee will be responsible for contributing 5% of the premium for the RASHP II Value plan. If the employee opts for coverage for the RASHP II Select or Blue Million plans, the employee will pay 15% of the premium of that plan. Employees hired after July 1, 2012 will be responsible for contributing 15% of the premium for the RASHP II Value plan. The District may offer all plans available through RASHP.

For employees retiring on or after July 1, 1996 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, provided the confidential employee has a minimum of 5 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 with more than 25 years of continuous service with the District, upon retirement, the District will pay 100% of the cost of the health insurance plan.

The Board shall extend coverage to the spouse/domestic partner and dependent children of a deceased full time employee until remarriage or becoming otherwise insured.

The Board shall also extend coverage to the spouse/domestic partner and dependent children of deceased eligible retirees until remarriage or becoming otherwise insured.

The confidential medical records maintained by the health plan shall not be available for review by District staff. However, the Board 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.

Employees' contributions toward health insurance will not be greater than that which would be required of such employees using the premium of the community-rated plan. Employees who elect to participate in an alternative HMO plan offered by the District shall pay the difference between the cost of the current health insurance and the cost of the plan selected.

#### Life Insurance

The Board shall provide at no cost to the employee a \$120,000 term life insurance policy including a double indemnity provision for accidental death. Retirees between the ages of 55 and 65 may continue a \$60,000 group life insurance policy, including a double indemnity provision for accidental death, at district expense.

#### Long Term Disability Insurance

The Board of Education shall provide each full time ten month, eleven month and twelve month employee long-term disability insurance at no cost to the employee. The new employee waiting period is 30 days. The waiting period for benefits is 90 days from the date of disability or the expiration of sick leave whichever occurs last. The plan provides coverage for disabilities due to mental and nervous disorders, as well as physical disabilities.

The monthly benefit shall be 66 2/3% of salary with a maximum benefit of \$9,000 per month.

#### Dental Insurance

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

The dental coverage provided shall be the Blue Shield Smile Saver Program Option IV with a \$25.00 deductible provision or a plan with like coverage.

The Board shall pay the total premium for all eligible employees including those on Sabbatical Leaves of Absence.

When both husband and wife are employed by the District they may not individually elect family contracts.



When both husband and wife 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 are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 19 may elect family coverage.

### Flexible Benefits

The District shall provide each staff member the option of participating in a flexible benefits program.

This benefit is provided under Section 125 of the Internal Revenue Code and allows employees to pay specific health-related medical expenses as well as dependent care expenses with pre-tax dollars. Participation in this program will reduce an employee's Federal, State, and Social Security taxes.

### COMPENSATION FOR CAREER AWARD PLAN

#### Eligibility

Employees who retire from their employment with the Pittsford Central School District under the following conditions shall be eligible for the benefits specified:

- a. The employee must submit a written letter of retirement to the Personnel Office not later than *six* months preceding the date of retirement. This 6 month notice may be waived by the Superintendent.
- b. The employee must be at least 55 years of age on the date of retirement.
- c. Full time and part time employees who meet the above requirements and who have been employed in Pittsford an equivalent of 10 full time years or more, or 12,000 continuous contracted hours immediately preceding retirement and retire through the NYS Employees' Retirement System and/or the Federal Social Security System shall be eligible for this benefit.
- d. The Career Award shall be computed at 5% of \$25,000 for each full-time year of District service for 10 years of service or more to a total of 20 years of service. Years of service shall include professional leaves and the final year of service. Payment of the Career Award will be made in one lump sum payment as soon as is practicable to a qualified 403(b) plan as allowed by law.

### COURT ATTENDANCE

Employees serving jury duty shall receive regular salary so that no loss is incurred by the employee. Any amounts received for jury duty, with the exception of expense reimbursement, must be paid in check form to the District.

### VACATION ALLOWANCE

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, employees shall receive one additional day for each year of service to a maximum of 30 days.

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.

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

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

Up to 30 days of vacation time may be accrued and carried forward to the next year.

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.

If the employee has unused vacation days as of June 30 of the school year, they may opt to be paid for up to 10 (ten) unused vacation days at 1/240th of annual salary. Employees will have the option to receive payment for the ten (10) in one lump sum in the final payroll of the school year or to split the payments in two with five (5) days being paid in the last pay in December and five (5) days being paid in the last day in June. The employee will inform the Human Resources Office of the intent to do so no later than May 15th of the school year in which the payment is requested if the full ten (10) days are requested in June or by November 15 if they are requesting five (5) days to be paid in December and five (5) days are to be paid in June. Notification of the request to do so must be made to the Human Resources Office by May 15 of the school year.

## **WORK YEAR**

### **Work Year**

11 month employees - 220 days less 11 holidays during the work year\*

12 month employees - 260 days less 14 holidays, less paid vacation

The fourteen paid holidays are the following: Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, December 25, New Year's Day, Lincoln's or Washington's Birthday, Memorial Day, Martin Luther King Day, and Juneteenth. Two additional days shall be granted when school is not in session to be determined by the Superintendent.

\*In the event that 11 month employees are requested to work beyond the specified days, they shall be compensated at the rate of 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 designee.

## **PAYMENTS FOR GRADUATE WORK**

A full time confidential staff member after one year of full time experience at the Pittsford Central Schools may be eligible for full reimbursement for six hours of graduate study during each fiscal year provided the graduate work relates to the assigned area of responsibility.

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

To claim tuition reimbursement, the confidential staff member must have prior approval of the Superintendent or his designee, and submit proof of payment to the Personnel Office along with evidence of successful completion of the course.

## **REIMBURSEMENT FOR PERSONAL LOSS**

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.

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 designee.

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

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

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

Payment shall be made 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.

### **EMPLOYEE ASSISTANCE PLAN (EAP)**

The District shall provide an Employee Assistance Plan to assist and enable employees to resolve personal, social, financial or health problems on a confidential basis.

### **EVALUATION**

The Superintendent shall administer a supervision and evaluation program annually which shall include the following:

Written goals to be mutually agreed upon by the confidential and his/her immediate supervisor.

A minimum of two conferences with the supervisor.

A written final evaluation for each confidential to be completed by June 30.

### **GRIEVANCE PROCEDURES FOR CONFIDENTIAL STAFF**

#### **Declaration of Policy**

In order to establish a more harmonious and cooperative relationship between employees, supervisors and members of the Board of Education which will enhance the educational program of the Pittsford Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District.

#### **Definitions**

1. **Confidential**--The term shall mean any person so designated by the Board as a Confidential staff member.
2. **Chief Administrator**--This term shall apply to the Superintendent of Schools of the District.
3. **Immediate Supervisor**--This term shall be used for any person responsible for, or exercising any degree of evaluation and/or regulation, or authority over another supervisory and confidential staff member.
4. **School Day**--This shall mean any day on which the schools of the Pittsford Central School District are open for the attendance of pupils at regular instruction. When the schools of the Pittsford Central School District are in recess for any vacation, school day shall mean any day

on which the employee is normally required to be on duty.

5. Representative--Shall mean the counsel or other person designated by either party to act in its behalf.
6. Grievance--A grievance shall mean any complaint by a member of the Confidential staff of an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

#### Basic Principles

1. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
2. Any employee shall have the right to be represented at any stage of the procedures by a representative of his/her own choice.
3. Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such case.
4. No hearings shall be open to the public.
5. All grievances must be presented in writing except at the preliminary stage.
6. All persons who have filed a grievance under these procedures, shall be entitled to be present with a representative of their own choice, at any hearing held on the said grievance.

#### Procedures

1. Preliminary Stage--The employee should first discuss the problem with the immediate supervisor. If the problem is minor in scope, or of such a nature that it can easily be resolved, the employee may not wish to proceed with a formal grievance. The discussion shall take place within 30 days from the date the employee 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 of the disposition of the grievance.
2. First Grievance Stage--If the employee's problem is not resolved in 1 above, he/she may continue the grievance as follows:
  - a. To the immediate supervisor in written form.
  - b. The appropriate supervisor or administrator in 9-1-2 above, shall render his determination in writing, to the aggrieved employee within five school days after the grievance has been presented to him, and a copy thereof shall be filed with the chief administrator.
  - c. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Second Grievance Stage.
3. Second Grievance Stage
  - a. In not more than five school days after the employee has been notified of the determination made at the preceding stage, the aggrieved employee may make a written request to the chief administrator for a review and determination of the grievance.

- b. The chief administrator may designate a person to act in his behalf on the said application and delegate full authority to render a determination in his behalf. In the event a person is so designated, the aggrieved employee shall be notified in writing of the designation.
- c. The chief administrator, or his designee, shall notify the aggrieved employee, his immediate supervisor and any other administrator previously rendering a determination in the case, to submit to him within not more than five school days after receipt of the notice of review provided in "a" above, written statements setting forth the specific nature of the grievance, the facts relating thereto, the determination previously rendered, and the basis upon which it is claimed the previous determination was erroneous.
- d. The chief administrator, or his designee, may after receipt of the written statements specified in "a" above, call a hearing to be held at a time and place to be designated in the said notice, to the aggrieved employee and the appropriate supervisor or administrator. The said hearing shall be held not less than five days, nor more than ten school days, after the notice to the employee and the immediate supervisor or administrator, that such hearing is to be held. At such hearing, if called, each party shall have the right to be heard and to submit any additional facts concerning such grievance.
- e. In the event no hearing shall have been held by the chief administrator, or his designee, his determination in writing, shall be made within ten school days after the written statements referred to in "c" above, have been submitted to him. Such notice shall be by mailing to the aggrieved person a copy of the determination.
- f. In the event a hearing shall have been held, the chief administrator, or his designee, shall render his determination, in writing, within ten school days after the close of the said hearing, by mailing to the aggrieved person a copy of his written determination.

4. Board of Education Review

The aggrieved employee may within five school days of the final determination by the chief administrator, by written notice, appeal to the Board of Education for a review of previous determinations made with respect to the said grievance.

- a. The aggrieved employee shall submit to the Board of Education contemporaneously with any such appeal, all written statements and records of the case, and all proceedings had with reference thereto.
- b. In not less than ten school days from the date or receipt of the said appeal, and statements and records, the Board of Education shall call a hearing at a time and date specified in said notice, and such hearing shall be held in not less than fifteen school days from the date of the receipt of the appeal, statements and records, heretofore referred to.
- c. The aggrieved employee and any representative is entitled to be heard as such hearing.
- d. No further evidence, proof of facts, other than included within the record as submitted to the Board of Education, shall be adduced at such hearing.
- e. In not more than five school days from the date of the completion of the said hearing, the Board of Education shall render its decision and determination in writing, a copy of which shall be sent to the aggrieved employee.

Executive Assistant to the Superintendent

Superintendent of Schools

\_\_\_\_\_  
Human Resource Assistant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Payroll Supervisor

**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 of the Agreement between the Pittsford Central School District and the Pittsford District Managerial and Confidential group, 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 Sate 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