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**PITTSFORD CENTRAL SCHOOLS
PITTSFORD, NEW YORK**

AGREEMENT

Between the

BOARD OF EDUCATION

and the

**PITTSFORD DISTRICT
TEACHERS' ASSOCIATION**



July 1, 2007 to June 30, 2011

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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 supervisor, audio-visual assistants, Teacher Center Materials Specialist, Career Internship Coordinator, Prevention Coordinator, Instructional Technology Specialist and College Career Center Coordinators.

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:

| | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
|---------|----------------|----------------|----------------|----------------|
| Step 1 | \$36,233 | \$37,340 | \$38,604 | \$39,439 |
| Step 2 | \$37,066 | \$38,199 | \$39,492 | \$40,307 |
| Step 3 | \$37,805 | \$39,380 | \$40,598 | \$41,436 |
| Step 4 | \$38,817 | \$40,121 | \$41,735 | \$42,596 |
| Step 5 | \$39,827 | \$41,137 | \$42,479 | \$44,129 |
| Step 6 | \$41,175 | \$42,153 | \$43,500 | \$44,874 |
| Step 7 | \$42,185 | \$43,507 | \$44,521 | \$45,900 |
| Step 8 | \$43,870 | \$44,523 | \$45,882 | \$46,926 |
| Step 9 | \$45,891 | \$46,216 | \$46,903 | \$48,294 |
| Step 10 | \$47,576 | \$48,248 | \$48,604 | \$49,320 |
| Step 11 | \$49,598 | \$49,941 | \$50,646 | \$51,030 |
| Step 12 | \$51,282 | \$51,972 | \$52, 348 | \$53,083 |
| Step 13 | \$52,967 | \$53,666 | \$54,390 | \$54,793 |
| Step 14 | \$53,660 | \$55,359 | \$56,091 | \$56,845 |
| Step 15 | \$54,685 | \$56,055 | \$57,793 | \$58,555 |

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

| <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
|--|---|--|--|
| \$2,080 plus ½% of 06-07 salary PLUS additional \$180 for each Graduate Degree | \$2,115 plus ½% of 07-08 salary PLUS additional \$90 for each Graduate Degree | \$2,145 plus ½% of 08-09 salary PLUS additional \$160 for each Graduate Degree | \$2,170 plus ½% of 09-10 salary PLUS additional \$405 for each Graduate Degree |

1-1-5

Pay Periods

Staff will have the option of annual salary payments as follows:

a. 1/21 of the annual salary in 21 payments

or

b. 1/26 of the annual salary in 20 payments and 6/26 of the annual salary in the last pay in June

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:

2007-08
\$1,030

2008-09
\$1,120

2009-10
\$1,280

2010-11
\$1,685

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 a stipend of \$1,000 each year for the 2007-2008, 2008-2009, 2009-2010 and 2010-2011 school years.

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. 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

All coaching salaries are computed upon the following base:

2007-08
\$1,564

2008-09
\$1,630

2009-10
\$1,699

2010-11
\$1,775

1-3-2

When there are coaching vacancies, preference in hiring shall be given to qualified current unit members over outside applicants.

1-3-3

Coaches are placed on step according to their experience.

1-3-4

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.

1-3-5

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 2007-11

2007-2008 Base \$1,564

2008-2009 Base \$1,630

2009-2010 Base \$1,699

2010-2011 Base \$1,775

| <u>Sport</u> | | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> | <u>Step 10</u> |
|----------------------------|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| A | Yr/Ratio | 2.40 | 2.70 | 3.00 | 3.30 | 3.60 | 3.90 | 4.20 | 4.50 | 4.80 | 5.10 |
| Varsity Basketball | 07-08 | \$3,753 | \$4,222 | \$4,691 | \$5,160 | \$5,630 | \$6,099 | \$6,568 | \$7,037 | \$7,506 | \$7,975 |
| Varsity Football | 08-09 | \$3,913 | \$4,402 | \$4,891 | \$5,381 | \$5,870 | \$6,359 | \$6,848 | \$7,337 | \$7,826 | \$8,315 |
| | 09-10 | \$4,078 | \$4,588 | \$5,098 | \$5,608 | \$6,117 | \$6,627 | \$7,137 | \$7,647 | \$8,157 | \$8,666 |
| | 10-11 | \$4,261 | \$4,794 | \$5,326 | \$5,859 | \$6,392 | \$6,924 | \$7,457 | \$7,990 | \$8,522 | \$9,055 |
| | | | | | | | | | | | |
| B | Yr/Ratio | 2.20 | 2.45 | 2.70 | 2.95 | 3.20 | 3.45 | 3.70 | 3.95 | 4.20 | 4.45 |
| Varsity Ice Hockey | 07-08 | \$3,440 | \$3,831 | \$4,222 | \$4,613 | \$5,004 | \$5,395 | \$5,786 | \$6,177 | \$6,568 | \$6,959 |
| Varsity Soccer | 08-09 | \$3,587 | \$3,995 | \$4,402 | \$4,810 | \$5,218 | \$5,625 | \$6,033 | \$6,440 | \$6,848 | \$7,256 |
| Varsity Swimming | 09-10 | \$3,738 | \$4,163 | \$4,588 | \$5,013 | \$5,438 | \$5,862 | \$6,287 | \$6,712 | \$7,137 | \$7,562 |
| Varsity Track (Outdoor) | 10-11 | \$3,906 | \$4,350 | \$4,794 | \$5,238 | \$5,681 | \$6,125 | \$6,569 | \$7,013 | \$7,457 | \$7,901 |
| Varsity Wrestling | | | | | | | | | | | |
| | | | | | | | | | | | |
| C | Yr/Ratio | 2.00 | 2.20 | 2.40 | 2.60 | 2.80 | 3.00 | 3.20 | 3.40 | 3.60 | 3.80 |
| Varsity Baseball | 07-08 | \$3,128 | \$3,440 | \$3,753 | \$4,066 | \$4,379 | \$4,691 | \$5,004 | \$5,317 | \$5,630 | \$5,942 |
| Varsity Cheerleading | 08-09 | \$3,261 | \$3,587 | \$3,913 | \$4,239 | \$4,565 | \$4,891 | \$5,218 | \$5,544 | \$5,870 | \$6,196 |
| Varsity Field Hockey | 09-10 | \$3,399 | \$3,738 | \$4,078 | \$4,418 | \$4,758 | \$5,098 | \$5,438 | \$5,778 | \$6,117 | \$6,457 |
| Varsity Football Assistant | 10-11 | \$3,551 | \$3,906 | \$4,261 | \$4,616 | \$4,971 | \$5,326 | \$5,681 | \$6,037 | \$6,392 | \$6,747 |
| Varsity Gymnastics | | | | | | | | | | | |
| Varsity Lacrosse | | | | | | | | | | | |
| Varsity Skiing | | | | | | | | | | | |
| Varsity Softball | | | | | | | | | | | |
| Varsity Volleyball | | | | | | | | | | | |
| J.V. Basketball | | | | | | | | | | | |
| J.V. Football | | | | | | | | | | | |

| D | Yr/Ratio | 1.80 | 2.00 | 2.20 | 2.40 | 2.50 | 2.60 | 2.70 | 2.80 | 2.90 | 3.00 |
|------------------------------|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Varsity Basketball Assistant | 07-08 | \$2,815 | \$3,128 | \$3,440 | \$3,753 | \$3,909 | \$4,066 | \$4,222 | \$4,379 | \$4,535 | \$4,691 |
| Varsity Cross Country | 08-09 | \$2,935 | \$3,261 | \$3,587 | \$3,913 | \$4,076 | \$4,239 | \$4,402 | \$4,565 | \$4,728 | \$4,891 |
| Varsity Swimming Assistant | 09-10 | \$3,059 | \$3,399 | \$3,738 | \$4,078 | \$4,248 | \$4,418 | \$4,588 | \$4,758 | \$4,928 | \$5,098 |
| Varsity Wrestling Assistant | 10-11 | \$3,196 | \$3,551 | \$3,906 | \$4,261 | \$4,439 | \$4,616 | \$4,794 | \$4,971 | \$5,149 | \$5,326 |
| J.V. Football Assistant | | | | | | | | | | | |
| J.V. Ice Hockey | | | | | | | | | | | |
| J.V. Soccer | | | | | | | | | | | |
| J.V. Swimming | | | | | | | | | | | |
| J.V. Wrestling | | | | | | | | | | | |
| Modified A Football Head | | | | | | | | | | | |
| Modified B Football Head | | | | | | | | | | | |
| Diving | | | | | | | | | | | |

| E | Yr/Ratio | 1.60 | 1.80 | 2.00 | 2.10 | 2.20 | 2.30 | 2.40 | 2.50 | 2.60 | 2.70 |
|-------------------------------|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Varsity Baseball Assistant | 07-08 | \$2,502 | \$2,815 | \$3,128 | \$3,284 | \$3,440 | \$3,597 | \$3,753 | \$3,909 | \$4,066 | \$4,222 |
| Varsity Bowling | 08-09 | \$2,609 | \$2,935 | \$3,261 | \$3,424 | \$3,587 | \$3,750 | \$3,913 | \$4,076 | \$4,239 | \$4,402 |
| Varsity Gymnastics Assistant | 09-10 | \$2,719 | \$3,059 | \$3,399 | \$3,568 | \$3,738 | \$3,908 | \$4,078 | \$4,248 | \$4,418 | \$4,588 |
| Varsity Ice Hockey Assistant | 10-11 | \$2,841 | \$3,196 | \$3,551 | \$3,728 | \$3,906 | \$4,084 | \$4,261 | \$4,439 | \$4,616 | \$4,794 |
| Varsity Softball Assistant | | | | | | | | | | | |
| Varsity Tennis | | | | | | | | | | | |
| Varsity Track (Indoor) | | | | | | | | | | | |
| J.V. Baseball | | | | | | | | | | | |
| J.V. Field Hockey | | | | | | | | | | | |
| J.V. Ice Hockey Assistant | | | | | | | | | | | |
| J.V. Lacrosse | | | | | | | | | | | |
| J.V. Skiing | | | | | | | | | | | |
| J.V. Softball | | | | | | | | | | | |
| J.V. Volleyball | | | | | | | | | | | |
| Modified A Football Assistant | | | | | | | | | | | |
| Modified B Football Assistant | | | | | | | | | | | |

| F | Yr/Ratio | 1.40 | 1.60 | 1.80 | 1.90 | 2.00 | 2.10 | 2.20 | 2.30 | 2.40 | 2.50 |
|---------------------------------|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Varsity Cross Country Assistant | 07-08 | \$2,189 | \$2,502 | \$2,815 | \$2,971 | \$3,128 | \$3,284 | \$3,440 | \$3,597 | \$3,753 | \$3,909 |
| Varsity Field Hockey Assistant | 08-09 | \$2,283 | \$2,609 | \$2,935 | \$3,098 | \$3,261 | \$3,424 | \$3,587 | \$3,750 | \$3,913 | \$4,076 |
| Varsity Golf | 09-10 | \$2,379 | \$2,719 | \$3,059 | \$3,229 | \$3,399 | \$3,568 | \$3,738 | \$3,908 | \$4,078 | \$4,248 |
| Varsity Lacrosse Assistant | 10-11 | \$2,486 | \$2,841 | \$3,196 | \$3,373 | \$3,551 | \$3,728 | \$3,906 | \$4,084 | \$4,261 | \$4,439 |
| Varsity Soccer Assistant | | | | | | | | | | | |
| Varsity Track Assistant | | | | | | | | | | | |
| Varsity Volleyball Assistant | | | | | | | | | | | |
| J.V. Cheerleading | | | | | | | | | | | |
| J.V. Track (Indoor) | | | | | | | | | | | |
| Modified A Basketball | | | | | | | | | | | |

| G | Yr/Ratio | 1.20 | 1.40 | 1.60 | 1.70 | 1.80 | 1.90 | 2.00 | 2.10 | 2.20 | 2.30 |
|-------------------------|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| J.V. Tennis | 07-08 | \$1,877 | \$2,189 | \$2,502 | \$2,658 | \$2,815 | \$2,971 | \$3,128 | \$3,284 | \$3,440 | \$3,597 |
| Modified A Baseball | 08-09 | \$1,957 | \$2,283 | \$2,609 | \$2,772 | \$2,935 | \$3,098 | \$3,261 | \$3,424 | \$3,587 | \$3,750 |
| Modified A Soccer | 09-10 | \$2,039 | \$2,379 | \$2,719 | \$2,889 | \$3,059 | \$3,229 | \$3,399 | \$3,568 | \$3,738 | \$3,908 |
| Modified B Basketball | 10-11 | \$2,131 | \$2,486 | \$2,841 | \$3,018 | \$3,196 | \$3,373 | \$3,551 | \$3,728 | \$3,906 | \$4,084 |
| Modified B Field Hockey | | | | | | | | | | | |
| Modified B Gymnastics | | | | | | | | | | | |
| Modified B Lacrosse | | | | | | | | | | | |
| Modified B Soccer | | | | | | | | | | | |
| Modified B Swimming | | | | | | | | | | | |
| Modified B Track | | | | | | | | | | | |
| Modified B Volleyball | | | | | | | | | | | |
| Modified B Wrestling | | | | | | | | | | | |

| H | Yr/Ratio | 1.00 | 1.10 | 1.20 | 1.30 | 1.40 | 1.50 | 1.60 | 1.70 | 1.80 | 1.90 |
|-----------------------------|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| J.V. Golf | 07-08 | \$1,564 | \$1,720 | \$1,877 | \$2,033 | \$2,189 | \$2,346 | \$2,502 | \$2,658 | \$2,815 | \$2,971 |
| Modified A Cheerleading | 08-09 | \$1,630 | \$1,794 | \$1,957 | \$2,120 | \$2,283 | \$2,446 | \$2,609 | \$2,772 | \$2,935 | \$3,098 |
| Modified B Cross Country | 09-10 | \$1,699 | \$1,869 | \$2,039 | \$2,209 | \$2,379 | \$2,549 | \$2,719 | \$2,889 | \$3,059 | \$3,229 |
| Modified B Soccer Assistant | 10-11 | \$1,775 | \$1,953 | \$2,131 | \$2,308 | \$2,486 | \$2,663 | \$2,841 | \$3,018 | \$3,196 | \$3,373 |
| Modified B Softball | | | | | | | | | | | |

1-3-6 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 Yrs of Service | \$350.00 |
| 15-19 Yrs of Service | \$500.00 |
| 20 or more Yrs of Service | \$650.00 |

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:

| | <u>Stipend</u> <u>2007-08</u> | <u>Stipend</u> <u>2008-09</u> | <u>Stipend</u> <u>2009-10</u> | <u>Stipend</u> <u>2010-11</u> | <u>Release</u> |
|-----------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------|
| Art YK-12 | 6,844 | 7,135 | 7,438 | 7,773 | .2 |
| Business Education 9-12 | 4,780 | 4,983 | 5,195 | 5,429 | 10 days |
| Counseling YK-12 | 6,844 | 7,135 | 7,438 | 7,773 | 10 days |
| Elementary English L.A. | - | - | - | - | .4 |
| Elementary Mathematics | - | - | - | - | .4 |
| Elementary Science | - | - | - | - | .4 |
| Elementary Social Studies | - | - | - | - | .4 |
| Secondary English L.A. | - | - | - | - | .4 |
| ESOL YK-12 | 4,888 | 5,096 | 5,313 | 5,552 | 10 days |
| Family and Consumer Science | 3,585 | 3,737 | 3,896 | 4,071 | 10 days |
| Health Education 6-12 | 5,105 | 5,322 | 5,548 | 5,798 | 10 days |
| Library/Media | 5,975 | 6,229 | 6,494 | 6,786 | .2 |
| Secondary Mathematics | - | - | - | - | .4 |
| Music YK-12 | 7,061 | 7,361 | 7,674 | 8,019 | .2 |
| Physical Education YK-12 | 7,061 | 7,361 | 7,674 | 8,019 | .2 |
| Project Challenge YK-8 | 5,431 | 6,662 | 5,903 | 6,169 | 10 days |
| * Psychologist YK-12 | 5,431 | 5,662 | 5,903 | 6,169 | 10 days |
| Reading YK-8 | 5,975 | 6,229 | 6,494 | 6,786 | 10 days |
| Secondary Science | - | - | - | - | .5 |
| S.N.T./Nurse YK-12 | 5,975 | 6,229 | 6,494 | 6,786 | 10 days |
| Secondary Social Studies | - | - | - | - | .4 |
| * Special Education YK-12 | 7,061 | 7,361 | 7,674 | 8,019 | .4 |
| * Speech | 5,431 | 5,662 | 5,903 | 6,169 | 10 days |
| Technology Education | 5,105 | 5,322 | 5,548 | 5,798 | 10 days |
| World Languages | - | - | - | - | .4 |

*= additional .2 release designated for CSE membership

1-4-2 Each District Standards Leader will be given two (2) summer days paid at 1/200th 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.

In lieu of .2 release; Art, Library/Media, Music, Special Education and Physical Education District Standards Leaders can elect to receive \$3,500 additional stipend with the approval of the Assistant Superintendent for Instruction.

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 work days 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 work day.

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.

| <u>FTE's</u> | <u>Stipend 2007-08</u> | <u>Stipend 2008-09</u> | <u>Stipend 2009-10</u> | <u>Stipend 2010-11</u> |
|---------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1.6 - 2.5 | 2,500 | 2,605 | 2,716 | 2,840 |
| 2.6 - 3.5 | 3,095 | 3,227 | 3,364 | 3,515 |
| 3.6 - 4.5 | 3,689 | 3,846 | 4,009 | 4,189 |
| 4.6 - 5.5 | 4,611 | 4,807 | 5,011 | 5,236 |
| 5.6 - 6.5 | 5,362 | 5,590 | 5,828 | 6,090 |
| 6.6 - 7.5 | 6,136 | 6,397 | 6,669 | 6,969 |
| 7.6 - 8.5 | 6,598 | 6,878 | 7,170 | 7,493 |
| 8.6 - 9.5 | 7,060 | 7,360 | 7,673 | 8,018 |
| 9.6 - 10.5 | 7,287 | 7,597 | 7,920 | 8,276 |
| 10.6 – above* | 7,794 | 8,125 | 8,470 | 8,851 |

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

Due to federal and state compliance/mandates, graduation requirements, complexity of scheduling and interaction with all other school departments, the high school Special Education Department Leader shall receive an additional stipend of \$550 each school year.

1-4-4 Middle School Leaders

| | <u>Stipend 2007-08</u> | <u>Stipend 2008-09</u> | <u>Stipend 2009-10</u> | <u>Stipend 2010-11</u> |
|-----------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Four (4) person Team Leader | 3,259 | 3,398 | 3,542 | 3,701 |
| Six (6) person Team Leader | 4,237 | 4,416 | 4,605 | 4,811 |

1-4-5 Elementary Leaders

| | <u>Stipend 2007-08</u> | <u>Stipend 2008-09</u> | <u>Stipend 2009-10</u> | <u>Stipend 2010-11</u> |
|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| District Grade Level Chairs YK-5 | 956 | 997 | 1,039 | 1,086 |
| Building Grade Level Chairs YK-5 | | | | |
| 2 – 4 sections | 2,389 | 2,491 | 2,597 | 2,714 |
| 5 or more sections | 2,716 | 2,831 | 2,951 | 3,084 |
| Instructional Area Representatives (Elementary Level) | | | | |
| Special Subject Area Member | 533 | 556 | 580 | 606 |
| Support Services Staff Member (Psychologist, Counselor, Reading, Special Education, Library, SNT, ESOL, Project Challenge) | 533 | 556 | 580 | 606 |

Other Leaders

| | <u>Stipend 2007-08</u> | <u>Stipend 2008-09</u> | <u>Stipend 2009-10</u> | <u>Stipend 2010-11</u> |
|--|---|---|---|---|
| Secondary Bldg. Technology Committee Chair | 1,688 | 1,760 | 1,835 | 1,918 |
| Elementary Bldg. Technology Committee Chair | 1,086 | 1,132 | 1,180 | 1,233 |
| Mentor (per mentee) | 1,464 | 1,526 | 1,591 | 1,663 |
| Teacher Center Director | 2,598 | 2,708 | 2,823 | 2,950 |
| Driver Education | 35/hour | 36.50/hour | 38/hour | 39.50/hour |
| Summer Prep Academy Director | 9,045 | 9,429 | 9,830 | 10,272 |
| Driver Education Coordinator | 10,500 | 10,945 | 11,412 | 11,925 |
| Director of Summer Enrichment | 9,500 | 9,904 | 10,325 | 10,790 |
| Instructional Coaches | 1,086 | 1,132 | 1,180 | 1,233 |
| Online Coordinator – per student – maximum for 10 students; prorated for less than full year courses | 521 | 543 | 566 | 591 |
| High School Scheduler | .2 Release or 15% Salary Overage | .2 Release or 15% Salary Overage | .2 Release or 15% Salary Overage | .2 Release or 15% Salary Overage |
| District Odyssey of the Mind Coordinator | 1,147 | 1,196 | 1,247 | 1,303 |
| Building Athletic Coordinator (.2 Release) MS | 2,606 | 2,717 | 2,832 | 2,959 |
| Building Athletic Coordinator (.2 Release) HS | 5,213 | 5,435 | 5,666 | 5,921 |

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.

Annual evaluations of all existing clubs and activities will be submitted to the building administrators. The District Extracurricular Committee will conduct annual reviews based upon these evaluations and will recommend continuance or removal of an activity or club. The Committee will also review applications for new 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 insure that the placement of clubs fits within the compensation schedule negotiated.

A list of extracurricular clubs will be updated annually and will be made available in each school building, the PDTA Office, and the Human Resources Office.

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

High School Musical Director/Producer

2007-08
\$4,000

2008-09
\$4,170

2009-10
\$4,347

2010-11
\$4,543

| Category | Step Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|----------|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| A | 2007-08 | 1,772 | 1,824 | 1,877 | 1,929 | 1,981 | 2,033 | 2,085 | 2,137 | 2,189 |
| | 2008-09 | 1,848 | 1,902 | 1,956 | 2,011 | 2,065 | 2,119 | 2,174 | 2,228 | 2,282 |
| | 2009-10 | 1,926 | 1,983 | 2,039 | 2,096 | 2,153 | 2,209 | 2,266 | 2,323 | 2,379 |
| | 2010-11 | 2,013 | 2,072 | 2,131 | 2,190 | 2,250 | 2,309 | 2,368 | 2,427 | 2,486 |
| B | 2007-08 | 1,147 | 1,199 | 1,251 | 1,303 | 1,355 | 1,407 | 1,460 | 1,512 | 1,564 |
| | 2008-09 | 1,195 | 1,250 | 1,304 | 1,359 | 1,413 | 1,467 | 1,522 | 1,576 | 1,630 |
| | 2009-10 | 1,246 | 1,303 | 1,360 | 1,416 | 1,473 | 1,530 | 1,586 | 1,643 | 1,699 |
| | 2010-11 | 1,302 | 1,362 | 1,421 | 1,480 | 1,539 | 1,598 | 1,658 | 1,717 | 1,776 |
| C | 2007-08 | 886 | 938 | 990 | 1,043 | 1,095 | 1,157 | 1,199 | 1,251 | 1,303 |
| | 2008-09 | 924 | 978 | 1,032 | 1,087 | 1,141 | 1,206 | 1,250 | 1,304 | 1,359 |
| | 2009-10 | 963 | 1,020 | 1,076 | 1,133 | 1,190 | 1,258 | 1,303 | 1,360 | 1,416 |
| | 2010-11 | 1,106 | 1,066 | 1,125 | 1,184 | 1,243 | 1,314 | 1,362 | 1,421 | 1,480 |
| D | 2007-08 | 782 | 834 | 886 | 938 | 990 | 1,043 | 1,095 | 1,147 | 1,199 |
| | 2008-09 | 815 | 869 | 924 | 978 | 1,032 | 1,087 | 1,141 | 1,195 | 1,250 |
| | 2009-10 | 850 | 906 | 963 | 1,020 | 1,076 | 1,133 | 1,190 | 1,246 | 1,303 |
| | 2010-11 | 888 | 947 | 1,006 | 1,066 | 1,125 | 1,184 | 1,243 | 1,302 | 1,362 |
| E | 2007-08 | 678 | 730 | 782 | 834 | 886 | 938 | 990 | 1,043 | 1,095 |
| | 2008-09 | 706 | 761 | 815 | 869 | 924 | 978 | 1,032 | 1,087 | 1,141 |
| | 2009-10 | 736 | 793 | 850 | 906 | 963 | 1,020 | 1,076 | 1,133 | 1,190 |
| | 2010-11 | 770 | 829 | 888 | 947 | 1,006 | 1,066 | 1,125 | 1,184 | 1,243 |
| F | 2007-08 | 521 | 573 | 626 | 678 | 730 | 782 | 834 | 886 | 938 |
| | 2008-09 | 543 | 598 | 652 | 706 | 761 | 815 | 869 | 924 | 978 |
| | 2009-10 | 566 | 623 | 680 | 736 | 793 | 850 | 906 | 963 | 1,020 |
| | 2010-11 | 592 | 651 | 710 | 770 | 829 | 888 | 947 | 1,006 | 1,066 |

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 of service | \$200 |
| 13 – 15 years of service | \$300 |
| 15 or more years of service | \$400 |

1-6 Compensation for Chaperones

Hourly rates for chaperones:

| | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
|----------------|----------------|----------------|----------------|----------------|
| Chaperone | \$25 | \$26 | \$27 | \$28.50 |
| Head Chaperone | \$28 | \$29 | \$30.50 | \$32 |

1-7 Compensation for Career Award Plan

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:

- a. The date of retirement must be between the end of the second semester and August 31, during the summer recess.

- b. The teacher must submit a written letter of retirement to the Human Resources Office not later than January 15 preceding the date of retirement.
- c. The teacher must be eligible to retire through the New York State Teachers' Retirement System on the date of retirement.
- d. 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.
- e. A teacher satisfying the conditions set forth above shall receive a payment of \$40 per day of accumulated personal and family sick leave to a maximum of 200 days plus \$400 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 \$20,000.
- f. The District will pay the reasonable cost of the retiree's dinner and those individuals entering the 25-year club 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:

- a. move from one school to another
- b. move grade levels within the same elementary school
- c. change subject matter areas; i.e. Math to Science, English to Social Studies
- d. 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:

| | | | |
|----------------|----------------|----------------|----------------|
| <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
| \$35.00/hr | \$36.50/hr | \$38.00/hr | \$39.50/hr |

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

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:

| | | | |
|----------------|----------------|----------------|----------------|
| <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
| \$35.50/hr | \$37.00/hr | \$38.50/hr | \$40.25/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.

1-11 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.

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 21st century student 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 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.

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.

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

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

- a) The sponsoring teacher earning the voucher may give it to any employee within the District.
- b) The sponsoring teacher may submit the voucher to the building principal who will distribute the vouchers within the teacher's school.
- c) 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 In the 2007-2008 school year, staff members are required to participate in six (6) hours of in-service workshops outside of normal school hours in seminars or workshops held within the District, or sponsored by the Teacher Center. The requirement for part-time staff shall be prorated based on their FTE. Those who participate beyond six (6) hours shall be paid \$20.00 per hour.

2-2-2 Beginning with the 2008-2009 school year, staff members will be required to participate in twelve (12) hours of professional learning annually. 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. Staff members will be reimbursed for hours beyond the required twelve (12) as follows:

2008-09
\$20.75/hr

2009-10
\$21.50/hr

2010-11
\$22.50/hr

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 Study Grants

- 2-5-1 The District shall appropriate a fund of no less than \$5000 to be used by staff members for professional development activities during recess periods. The Study Grant Committee, comprised of three PDTA members and two administrators, shall decide who shall be awarded recess period grants.
- 2-5-2 The criteria for determining who shall receive the grants and the application procedures for grants shall be established by the Committee.

2-6 Mentoring Program

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

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.

3-4 Child Care Leave

- 3-4-1 Each employee shall be granted child care 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 child care 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 child care leave shall retain seniority rights, all salary credits, and tenure status granted prior to the leave.
- 3-4-5 A teacher returning from a child care leave of less than one full school year shall be assigned to the same position, if in existence, which the teacher held at the time the leave commenced.

3-5 Leaves of Absence Without Pay

- 3-5-1 The Superintendent may grant permanently 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.
- 3-5-2 Requests for such leave shall be made in writing to the Superintendent 90 days prior to the intended start of the leave.
- 3-5-3 A teacher returning at the start of the school year, from a leave of absence without pay of less than one full school year, shall be assigned to the same position, if in existence, which the teacher held at the time the leave commenced.

3-6 Leaves of Absence for Professional Growth

- 3-6-1 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.
- 3-6-2 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 less than one full school year, shall be assigned to the same position, if in existence, which the teacher held at the time the leave commenced.

3-7 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.

- 3-7-1 Bereavement Days
- a. Immediate family which include spouse, parent, son, daughter, brother, sister or a relative residing in the household 5 days
 - b. Mother-in-law, father-in-law, brother-in-law, sister-in-law 3 days
 - c. Grandparent or grandchild 2 days
- 3-7-2 Subpoena As required
- 3-7-3 Jury Duty As required
- 3-7-4 Quarantine by Health Bureau As required
- 3-7-5 Religious observance requiring absence from work 2 days

3-8 Personal Leave – With Deduction from Sick Leave

- 3-8-1 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.
- 3-8-2 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.
- 3-8-3 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
 - house closing of personal residence

3-9 Unauthorized Leaves of Absence

- 3-9-1 Employees who take unauthorized leaves of absence shall receive a formal reprimand to be placed in their personnel file and shall be subject to disciplinary measures as follows:

- | | | |
|----|-------------------|---|
| 1. | First occurrence | Deduction of one day pay plus the cost of the substitute for each day of absence |
| 2. | Second occurrence | Deduction of two days pay plus the cost of the substitute for each day of absence |
| 3. | Third occurrence | A one month suspension without pay |
| 4. | Fourth occurrence | Dismissal |

3-10 Job Sharing

Tenured full-time staff members may be eligible for job sharing.

- 3-10-1 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.
- 3-10-2 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.
- 3-10-3 Unit members will be paid on a prorated basis of the appropriate base salary.
- 3-10-4 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.
- 3-10-5 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.
- 3-10-6 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.
- 3-10-7 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.
- 3-10-8 Job sharers will be encouraged to substitute for each other with the approval of the building principal and will receive the appropriate substitute rate.
- 3-10-9 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.
- 3-10-10 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

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 For the 2007-2008 school year, full-time employees, in their first through third year of service in the District, shall pay 25% of the health insurance premium for Blue Point II Value or Blue Million. For the 2008-2009 school year, employees, in their first through third year of service in the District, shall pay 15% of the health insurance premium for Blue Point II Value or Blue Million. In the 2009-2010 school year, employees, in their first through third year of service in the District, shall pay 5% of the health insurance premium for Blue Point II Value, or, if they elect coverage through Blue Million, shall pay 15% of the premium. Employees, in their first through third year of service who elect coverage through Blue Point II Select, shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status.

For the 2007-08, 2008-09, 2009-10 school years, the District shall pay 100% of the Blue Point II Value premium for full-time employees with three (3) years or more of continuous service. If the employee with three (3) or more years of continuous service elects coverage through Blue Million, the employee shall pay 15% of the premium. If the employee with three (3) or more years of continuous service elects coverage through Blue Point II Select, the employee shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent (FTE) status.

In the 2010-11 school year, all employees will pay 5% of the premium for Blue Point II Value. If the employee elects coverage through Blue Million, the employee shall pay 15% of the premium. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status. If the employee elects coverage through Blue Point II Select, the employee shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status.

Employees who elect to enroll a “domestic partner” for health insurance coverage may do so by submitting the “Domestic Partnership Affidavit” to the Human Resources Department. See Appendix A.

4-1-3 For employees who retired on or before June 30, 1995 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 employee 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 such retirees receiving Medicare Part B coverage on or before June 30, 1995, the Board shall continue to reimburse the retiree the cost of such coverage. For employees who retired prior to June 30, 1995 and who were not yet 65 years of age, the District agrees to reimburse \$30 per month towards the cost of Medicare Part B.

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 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.

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

4-1-6 The District shall extend coverage to the spouse or domestic partner as referred to in Section 4-1-2 and / or dependent children of a deceased full-time employee until remarriage or becoming otherwise insured. The cost shall be borne by the dependent.

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:

- (a) Members with 5 or fewer years of continuous service – 3 months;
- (b) Members with more than 5 years of continuous service but less than 15 years of continuous service – 6 months;
- (c) Members with 15 or more years of continuous service – 10 months.

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.

4-2 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 66 2/3% 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 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.

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 A health fund shall be provided for all unit members of a .5 FTE or more. The contribution for each full-time unit member shall be \$980 in each year of the agreement. Administrative costs shall be deducted from the contributions. Part-time staff members of .5 FTE or more shall receive a prorated contribution. Staff members as of October 1 of each year 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.

5 **RELEASE TIME**

5-1 **Lunch Period**

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

5-2 **Elementary Teachers**

5-2-1 **Parent Conferences**

Teachers of grades 1-5 shall be provided the equivalent of 4 half days of release time during the school year to conduct parent conferences. Full-time kindergarten teachers shall be released 8 one-half days annually for conferences. Half time kindergarten teachers shall be released 4 one-half days for conferences.

5-2-2 **School Year End**

If the school district's legal attendance requirements are met, teachers of grades YK-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.

5-4 **IEP Writing**

5-4-1 Elementary Special Education and Speech Language teachers shall receive one-half day of release time annually for each child with an IEP for whom they serve as case manager. Secondary Special Education and Speech Language teachers shall receive 1.5 hours release time annually for each child with an IEP for whom they serve as case manager.

5-5 **Paraprofessional Support**

5-5-1 Elementary classroom teachers of grades YK-1 will be provided with 6 hours per day of consistent paraprofessional support.

5-5-2 Elementary classroom teachers, grades 2-3, will be provided with 3 hours per day of consistent paraprofessional support. In the event YK-3 class sizes are substantially reduced, the Association and the District will meet to consider the level of paraprofessional support required.

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

5-6 Preparation Times for Classroom Teachers Grades YK-5

5-6-1 Teachers of Young Kindergarten shall be released a minimum of 170 minutes per week for preparation time.

5-6-2 Teachers of Kindergarten shall be released a minimum of 230 minutes for preparation time.

5-6-3 Teachers of grade 1 shall be released a minimum of 225 minutes per week for preparation time.

5-6-4 Teachers of grades 2-3 shall be released a minimum of 270 minutes per week for preparation time.

5-6-5 Teachers of grades 4-5 shall be released a minimum of 320 minutes per week for preparation time.

6 CLASS SIZE/WORK LOAD

6-1 Class Size Maximums

Elementary Level

| | | |
|-----|----|--|
| YK | 20 | |
| K-3 | 26 | Co-taught classes 24, with no more than 8 students with an IEP |
| 4-5 | 28 | Co-taught classes 26, with no more than 8 students with an IEP |

Middle School Level

| | | |
|-------|-----|--|
| 6 | 28 | |
| 6,7,8 | 12 | Regents Math with Math Paraprofessional |
| 7-8 | 29 | |
| 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. |

High School

| | | |
|------|-----|--|
| 9-12 | 29 | |
| 9-12 | 24 | Co-taught classes - with no more than 8 students with an IEP |
| 9-12 | 114 | English Teacher Load |
| 9-12 | 17 | Contemporary English Integrated Algebra R Integrated Geometry R Integrated Algebra/Geometry R Integrated Algebra 2R Math B-R Economic Issues I Living Environment Biology 3 Living Environment Biology 3R Physical Setting: Earth Science 3 Physical Setting: Earth Science 3R |

6-1-1 General Education classes (YK-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.

6-1-2 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, and Music. Such class size determination shall be based upon the number of teaching stations available.
- 6-2 Teachers of Science, Art, Music and Physical Education of grades K-5 shall be scheduled to a maximum of 1,200 minutes per week. District Based classes and District Learning Center classes shall be counted as sections for these teachers
- 6-2-1 Teachers who teach 100% Adapted Physical Education shall be scheduled to a maximum of 1,300 minutes per week.
- 6-3 Teachers of Special Education self-contained classes at the secondary level shall be scheduled to a maximum of six (6) instructional periods per day.
- Special Education co-teachers at the high school level will teach with a maximum of two (2) academic departments.
- Special Education co-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 5 students per lesson in grades K-5 and 4 students per lesson in grades 6-12.
- 6-5 If the total student population of an elementary school building exceeds 600 students, an additional .2 counselor, .2 library media 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 counselors/school nurse/library/media specialist.
- 6-6 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 an instructional team planning period in lieu of the 140 minutes per week and supervision.
- 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:
1. Student assistance
 2. Support groups
 3. Advisor-advisee groups
 4. Writing conferences
 5. Interdisciplinary projects between departments
 6. Teacher mentoring program
 7. Peer coaching
 8. Parent conferences
 9. Consultations
 10. Other appropriate activities as may be mutually agreed upon between principal and teacher.
- 6-7 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 overload defined as one class beyond their contractual obligation will be compensated at 15% of their base salary. The District will consult with the Association before assigning an overage. Those selected to teach an overload 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

8-1 Evaluation Procedures

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

- a) Provide assessment of teaching performance.
- b) Improve the quality of instruction.
- c) Be supportive of the teachers' professional growth.
- d) Provide an opportunity for the teacher and supervisor to discuss mutual interests and concerns.
- e) Provide a written record for feedback and follow-up.

8-2 Targets

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 Professional Standards.

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 Professional Standards

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 teachers and non-tenured teachers serving in the District more than 3 years shall receive at least 1 classroom 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.

8-5 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 The probationary period for permanent tenure shall be 3 years, except it shall be 2 years for employees who have previously received tenure in any school district in New York State.
- 9-2 A probationary appointment may be terminated by the employee by submitting a written resignation to the Board 30 days prior to the effective date of the resignation.
- 9-3 A probationary appointment may be terminated by the Board upon the recommendation of the Superintendent or by action of the Board. The employee shall be notified in writing 30 days prior to the date of the Board meeting at which the action is to be considered.
- 9-4 Employees shall be notified 90 days prior to the completion of the probationary period if there is a question about their continued employment.

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 Application

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

a) Full-time Staff

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

b) 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.

c) 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 the 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 WORK DAY

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 Beginning with the 2008-2009 school year, 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 work days (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.

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

- 22-1-1 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

- 22-3-1 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 Chairman, 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 which may be the grade level chair or department leader. In the absence of a grade level chair or department leader, the discussion shall take place with the building principal. 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

- 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.

PARAPROFESSIONAL, SCHOOL NURSE, HEALTH OFFICE ASSISTANT 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, Health Office Assistant or Tutor shall be one who is regularly assigned to work 30 hours or more per week.

25 COMPENSATION

25-1 Compensation for Years 2007-2011

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

25-1-2 The work year shall be 187 days consisting of the 184 student days plus: a faculty orientation day, Superintendent’s Conference Day and either six (6) hours of professional learning or a summer work day determined by the principal or his/her designee.

25-1-3 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.

25-1-4 The rate of pay for hours worked in excess of 40 hours per week shall be 1 1/2 times the regular rate.

25-1-5 Pay Periods

Staff will have option of annual salary payments as follows:

- a. 1/21 of the annual salary in 21 payments
- or**
- b. 1/26 of the annual salary in 20 payments and 6/26 of the annual salary in the last pay in June

25-2 Compensation- Paraprofessionals

25-2-1 Original Salary Placement - Paraprofessionals

The original salary placement for newly hired staff shall be determined based upon years of experience and years of college training according to the following schedule:

Supervisory Paraprofessional Hiring Schedule

| Step | <u>2007-2008</u> | | | |
|------|-------------------------|------------------|----------|----------|
| | Rate / Years of College | | | |
| | <u>0</u> | <u>1</u> | <u>2</u> | <u>3</u> |
| 1 | 9.00 | 9.30 | 9.55 | 9.80 |
| 2 | 9.80 | 10.05 | 10.30 | 10.60 |
| 3 | 10.05 | 10.30 | 10.60 | 10.90 |
| 4 | 10.30 | 10.60 | 10.85 | 11.15 |
| 5 | 10.60 | 10.85 | 11.10 | 11.40 |
| | | | | |
| | | <u>2008-2009</u> | | |
| 1 | 9.40 | 9.70 | 9.95 | 10.20 |
| 2 | 10.20 | 10.50 | 10.75 | 11.05 |
| 3 | 10.50 | 10.75 | 11.05 | 11.35 |
| 4 | 10.75 | 11.05 | 11.30 | 11.60 |
| 5 | 11.05 | 11.30 | 11.60 | 11.90 |

| <u>2009-2010</u> | | | | |
|------------------|-------|-------|-------|-------|
| 1 | 9.80 | 10.10 | 10.40 | 10.65 |
| 2 | 10.65 | 10.95 | 11.20 | 11.50 |
| 3 | 10.95 | 11.20 | 11.50 | 11.80 |
| 4 | 11.20 | 11.50 | 11.80 | 12.10 |
| 5 | 11.50 | 11.80 | 12.10 | 12.40 |

| <u>2010-2011</u> | | | | |
|------------------|-------|-------|-------|-------|
| 1 | 10.20 | 10.55 | 10.85 | 11.15 |
| 2 | 11.10 | 11.40 | 11.70 | 12.00 |
| 3 | 11.40 | 11.70 | 12.00 | 12.35 |
| 4 | 11.70 | 12.00 | 12.30 | 12.65 |
| 5 | 12.00 | 12.30 | 12.60 | 12.95 |

CSE Assigned, Educational Assistant and Health Office Assistant

| Step | <u>2007-2008</u> | | | |
|------|-------------------------|----------|----------|----------|
| | Rate / Years of College | | | |
| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
| 1 | 9.55 | 9.80 | 10.05 | 10.30 |
| 2 | 9.80 | 10.05 | 10.30 | 10.60 |
| 3 | 10.05 | 10.30 | 10.60 | 10.85 |
| 4 | 10.30 | 10.60 | 10.85 | 11.10 |
| 5 | 10.60 | 10.85 | 11.10 | 11.40 |

| <u>2008-2009</u> | | | | |
|------------------|-------|-------|-------|-------|
| 1 | 9.95 | 10.20 | 10.50 | 10.75 |
| 2 | 10.20 | 10.50 | 10.75 | 11.05 |
| 3 | 10.50 | 10.75 | 11.05 | 11.30 |
| 4 | 10.75 | 11.05 | 11.30 | 11.60 |
| 5 | 11.05 | 11.30 | 11.60 | 11.90 |

| <u>2009-2010</u> | | | | |
|------------------|-------|-------|-------|-------|
| 1 | 10.35 | 10.65 | 10.95 | 11.20 |
| 2 | 10.65 | 10.95 | 11.20 | 11.50 |
| 3 | 10.95 | 11.20 | 11.50 | 11.80 |
| 4 | 11.20 | 11.50 | 11.80 | 12.10 |
| 5 | 11.50 | 11.80 | 12.10 | 12.40 |

| <u>2010-2011</u> | | | | |
|------------------|-------|-------|-------|-------|
| 1 | 10.80 | 11.15 | 11.45 | 11.70 |
| 2 | 11.15 | 11.45 | 11.70 | 12.00 |
| 3 | 11.45 | 11.70 | 12.00 | 12.35 |
| 4 | 11.70 | 12.00 | 12.35 | 12.65 |
| 5 | 12.00 | 12.30 | 12.65 | 12.95 |

25-2-2 Paraprofessional Salary Increases for Returning Staff:

2007-08
4.25%

2008-09
4.25%

2009-10
4.25%

2010-11
4.5%

25-2-3

Paraprofessional Advisors

Paraprofessional advisors who are assigned 1-3 advisees will be paid a stipend of:

| | | | |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <u>2007-08</u> \$260 | <u>2008-09</u> \$272 | <u>2009-10</u> \$283 | <u>2010-11</u> \$299 |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|

Paraprofessional advisors who are assigned 4 or more advisees will be paid a stipend of:

| | | | |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <u>2007-08</u> \$521 | <u>2008-09</u> \$543 | <u>2009-10</u> \$566 | <u>2010-11</u> \$592 |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|

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.

25-3

Compensation - School Nurses and Tutors

25-3-1

Original Salary Placement - School Nurse and Tutors

The original salary placement for newly hired School Nurses and Tutors shall be determined based upon years of experience and years of college and training according to the following schedule:

| Step | <u>2007-2008</u> | | |
|-----------------------------|--------------------------------|-----------------|-----------------|
| | Rate / Years of College | | |
| | <u>2</u> | <u>3</u> | <u>4</u> |
| 1 | 17.25 | 17.50 | 17.75 |
| 2 | 17.50 | 17.75 | 18.00 |
| 3 | 17.75 | 18.00 | 18.25 |
| 4 | 18.00 | 18.25 | 18.50 |
| 5 | 18.25 | 18.50 | 18.75 |
| <u>2008-2009</u> | | | |
| 1 | 18.00 | 18.25 | 18.50 |
| 2 | 18.25 | 18.50 | 18.75 |
| 3 | 18.50 | 18.75 | 19.00 |
| 4 | 18.75 | 19.00 | 19.25 |
| 5 | 19.00 | 19.25 | 19.50 |
| <u>2009-2010</u> | | | |
| 1 | 18.75 | 19.00 | 19.25 |
| 2 | 19.00 | 19.25 | 19.50 |
| 3 | 19.25 | 19.50 | 19.75 |
| 4 | 19.50 | 19.75 | 20.00 |
| 5 | 19.75 | 20.00 | 20.50 |
| <u>2010-2011</u> | | | |
| 1 | 19.60 | 19.90 | 20.15 |
| 2 | 19.85 | 20.15 | 20.40 |
| 3 | 20.15 | 20.50 | 20.75 |
| 4 | 20.50 | 20.75 | 21.00 |
| 5 | 20.75 | 21.00 | 21.30 |

25-3-2

School Nurse and Tutor Salary Increases for Returning Staff:

| | | | |
|--|--|--|--|
| <u>2007-08</u> <u>Hourly Rate</u> <u>Increase</u> | <u>2008-09</u> <u>Hourly Rate</u> <u>Increase</u> | <u>2009-10</u> <u>Hourly Rate</u> <u>Increase</u> | <u>2010-11</u> <u>Hourly Rate</u> <u>Increase</u> |
|--|--|--|--|

- 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.
- 29-2-2 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.

29-4 Child Care Leave

- 29-4-1 Each employee shall be granted child care 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 child care 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 child care leave shall retain seniority rights and all salary credits granted prior to the leave.
- 29-4-5 An employee returning from a child care leave of less than one full school year shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

29-5 Leaves of Absence Without Pay

- 29-5-1 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.
- 29-5-2 Requests for such leave shall be made in writing to the Superintendent 90 days prior to the intended start of the leave.

29-5-3 An employee returning at the start of the school year, from a leave of absence without pay of less than one full school year, shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

29-6 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.

29-6-1 Bereavement Days

- a. Immediate family which include spouse, parent, son, daughter, brother, sister, or a relative residing in the household 5 days
- b. Mother-in-law, father-in-law, brother-in-law, sister-in-law 3 days
- c. Grandparent or grandchild 2 days

29-6-2 Subpoena As Required

29-6-3 Jury Duty As Required

29-6-4 Quarantine by Health Bureau As Required

29-6-5 Religious Observance which require absences from work 2 days

29-7 Personal Leave—With Deduction from Sick Leave

29-7-1 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.

29-7-2 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.

- 29-7-3 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
 - house closing of personal residence

30 INSURANCE

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 For the 2007-2008 school year, full-time employees, in their first through third year of service in the District, shall pay 25% of the health insurance premium for Blue Point II Value or Blue Million. For the 2008-2009 school year, employees, in their first through third year of service in the District, shall pay 15% of the health insurance premium for Blue Point II Value or Blue Million. In the 2009-2010 school year, employees, in their first through third year of service in the District, shall pay 5% of the health insurance

premium for Blue Point II Value, or, if they elect coverage through Blue Million, shall pay 15% of the premium. Employees, in their first through third year of service who elect coverage through Blue Point II Select, shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status.

For the 2007-08, 2008-09, 2009-10 school years, the District shall pay 100% of the Blue Point II Value premium for full-time employees with three (3) years or more of continuous service. If the employee with three (3) or more years of continuous service elects coverage through Blue Million, the employee shall pay 15% of the premium. If the employee with three (3) or more years of continuous service elects coverage through Blue Point II Select, the employee shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent (FTE) status.

In the 2010-11 school year, all employees will pay 5% of the premium for Blue Point II Value. If the employee elects coverage through Blue Million, the employee shall pay 15% of the premium. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status. If the employee elects coverage through Blue Point II Select, the employee shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status.

Employees who elect to enroll a “domestic partner” for health insurance coverage may do so by submitting the “Domestic Partnership Affidavit” to the Human Resources Department. See Appendix A.

- 30-1-3 For employees who retired on or before June 30, 1995 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 employee 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 such retirees receiving Medicare Part B coverage on or before June 30, 1995, the Board shall continue to reimburse the retiree the cost of such coverage. For employees who retired prior to June 30, 1995 and who were not yet 65 years of age, the District agrees to reimburse \$30 per month towards the cost of Medicare Part B.
- 30-1-4 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 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.
- 30-1-5 Other retired employees may continue participation in the group at no cost to the District.
- 30-1-6 The District shall extend coverage to the spouse or domestic partner as referred to in section 32-1-2 and or dependent children of a deceased full-time employee until remarriage or becoming otherwise insured. The cost shall be borne by the dependent.
- 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:
- (a) Members with 5 or fewer years of continuous service – 3 months;

- (b) Members with more than 5 years of continuous service but less than 15 years of continuous service – 6 months;
- (c) Members with 15 or more years of continuous service – 10 months.

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.

30-2 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 66 2/3% 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 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.

31 HEALTH FUND

31-1 A health fund shall be established for all unit members of a .5 FTE or more. The contribution for each full-time unit member shall be \$980 in each year of the agreement. Administrative costs shall be deducted from the contributions. Part-time staff members of .5 FTE or more shall receive a prorated contribution. Staff members as of October 1 of each year 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 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 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.
- 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.

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.

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. 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

Voluntary Transfer

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.

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 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 EDUCATIONAL ASSISTANTS IN GRADES YK-K OR 1

39-1 Educational Assistants in grades YK, K and 1, who hold a Bachelor's degree, may substitute on a per diem basis upon the mutual agreement of the teacher and principal or if no certified substitute can be found. The Educational Assistant will receive the following per diem for this service in half or full day increments only, on a pro-rata basis.

| <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
|----------------|----------------|----------------|----------------|
| \$31.00 | \$32.50 | \$34.00 | \$35.50 |

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 unit member with the option of participating in the Flexible Benefits Program.

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 Principal no less than once every 3 years. The Superintendent will develop the list of appropriate supervisors.

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 which may be the grade level chair or department leader. In the absence of a grade level chair or department leader, the discussion shall take place with the building principal. 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 The salary ranges for school year 2007-2011 shall be as follows:

| <u>Level</u> | <u>Title</u> | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
|--------------|---|----------------|----------------|----------------|----------------|
| 4 | Career Internship Coordinator Prevention Coordinator | 38,187-67,735 | 39,810-70,614 | 41,502-73,615 | 43,369-76,928 |
| 3 | AV Supervisor | 32,657-52,588 | 34,045-54,823 | 35,492-57,153 | 37,089-59,725 |
| 2 | TC Materials Specialist Instructional Technology Specialist | 28,869-45,414 | 30,096-47,345 | 31,375-49,357 | 32,787-51,578 |
| 1 | AV Assistant Career Center Coordinator | 22,583-34,604 | 23,543-36,075 | 24,544-37,608 | 25,648-39,300 |

46-1-1 The Career Internship Coordinator, Instructional Technology Specialists and AV Supervisor shall be 12 month positions. The Prevention Coordinator and Career Center Coordinator shall be 11 month positions. The Teacher Center Materials Specialist and AV Assistant shall be 10 month positions.

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

| <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
|----------------|----------------|----------------|----------------|
| 4.25% | 4.25% | 4.25% | 4.5% |

47 TUITION REIMBURSEMENT

47-1 All courses taken for credit must be approved 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 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.

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 work load dictates. Holidays, sick time and vacations are included as work time in computing overtime pay.

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.
- 49-1-5 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.

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.

49-4 Child Care Leave

- 49-4-1 Each employee shall be granted child care 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 child care 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 child care leave shall retain seniority rights and all salary credits granted prior to the leave.
- 49-4-5 An employee returning from a child care leave of less than one full school year shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

49-5 Leaves of Absence Without Pay

49-5-1 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.

49-5-2 Requests for such leave shall be made in writing to the Superintendent 90 days prior to the intended start of the leave.

49-5-3 An employee returning at the start of the school year, from a leave of absence without pay of less than one full school year, shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

49-6 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.

49-6-1 Bereavement Days

- a. Immediate family which include spouse, parent, son, daughter, brother, sister, or a relative residing in the household 5 days
- b. Mother-in-law, father-in-law, brother-in-law, sister-in-law 3 days
- c. Grandparent or grandchild 2 days

49-6-2 Subpoena As Required

49-6-3 Jury Duty As Required

49-6-4 Quarantine by Health Bureau As Required

49-6-5 Religious Observance which require absences from work 2 days

49-7 Personal Leave – With Deduction from Sick Leave

49-7-1 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.

49-7-2 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.

49-7-3 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
- house closing of personal residence

50 INSURANCE PROGRAMS

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 For the 2007-2008 school year, full-time employees, in their first through third year of service in the District, shall pay 25% of the health insurance premium for Blue Point II Value or Blue Million. For the 2008-2009 school year, employees, in their first through third year of service in the District, shall pay 15% of the health insurance premium for Blue Point II Value or Blue Million. In the 2009-2010 school year, employees, in their first through third year of service in the District, shall pay 5% of the health insurance premium for Blue Point II Value, or, if they elect coverage through Blue Million, shall pay 15% of the premium. Employees, in their first through third year of service who elect coverage through Blue Point II Select, shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status.

For the 2007-08, 2008-09, 2009-10 school years, the District shall pay 100% of the Blue Point II Value premium for full-time employees with three (3) years or more of continuous service. If the employee with three (3) or more years of continuous service elects coverage through Blue Million, the employee shall pay 15% of the premium. If the employee with three (3) or more years of continuous service elects coverage through Blue Point II Select, the employee shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent (FTE) status.

In the 2010-11 school year, all employees will pay 5% of the premium for Blue Point II Value. If the employee elects coverage through Blue Million, the employee shall pay 15% of the premium. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status. If the employee elects coverage through Blue Point II Select, the employee shall pay the difference in cost between 100% of the cost of the plan and the District contribution for the Blue Point II Value policy. Employees who work less than full-time shall pay an additional amount on a prorated basis, according to their full-time equivalent status.

Employees who elect to enroll a “domestic partner” for health insurance coverage may do so by submitting the “Domestic Partnership Affidavit” to the Human Resources Department. See Appendix A.

50-1-3 For employees who retired on or before June 30, 1995 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 employee 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 such retirees receiving Medicare Part B coverage on or before June 30, 1995, the Board shall continue to reimburse the retiree the cost of such coverage. For employees who retired prior to June 30, 1995 and who were not yet 65 years of age, the District agrees to reimburse \$30 per month towards the cost of Medicare Part B.

50-1-4 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 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 The District shall extend coverage to the spouse or domestic partner as specified in section 52-1-2 and dependent children of a deceased full-time employee until remarriage or becoming otherwise insured. The cost shall be borne by the dependent.

- 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:
- (a) Members with 5 or fewer years of continuous service – 3 months;
 - (b) Members with more than 5 years of continuous service but less than 15 years of continuous service – 6 months;
 - (c) Members with 15 or more years of continuous service – 10 months.

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.

50-2 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 66 2/3% 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 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.

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 unit member with the option of participating in the Flexible Benefits Program.

55 HEALTH FUND

- 55-1 A health fund shall be established for all unit members of a .5FTE or more. The contribution for each full-time unit member shall be \$980 in each year of the agreement. Administrative costs shall be deducted from the contributions. Part-time staff members of .5FTE or more shall receive a prorated contribution. Staff members as of October 1 of each year 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 \$40/day for each unused personal and family illness day AND \$250 for each year of service to a maximum of \$13,000 for 10 month employees, \$14,000 for 11 month employees and \$15,000 for 12 month employees..

59 WORK YEAR

59-1 10 Month employees 200 days less 11 holidays during the work year

59-2 11 month employees 220 days less 12 holidays during the work year

59-3 12 month employees 260 days less 14 holidays and less paid vacation

59-4 The 11 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, and one floating holiday as determined by the Superintendent.

59-5 The 12 paid holidays for eleven month employees are the same as above plus the Fourth of July.

59-6 The 14 paid holidays for the twelve month employees are the same as the above plus two additional days when school is not in session, at the discretion of the Superintendent.

59-7 In the event that 10 month or 11 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.

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:

| | | | |
|--------------------|--------------------|--------------------|--------------------|
| <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
| <u>Hourly Rate</u> | <u>Hourly Rate</u> | <u>Hourly Rate</u> | <u>Hourly Rate</u> |
| \$14.00 | \$14.75 | \$15.25 | \$16.00 |

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.

65 GRIEVANCE PROCEDURES

65-1 Purpose

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

65-2 Definitions

65-2-1 Employee

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

65-2-2 Chief Administrator

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

65-2-3 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.

65-2-4 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.

65-2-5 Representative

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

65-2-6 Association

This shall mean the Pittsford District Teachers' Association.

65-2-7 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.

65-3 Basic Principles

- 65-3-1 An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 65-3-2 An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.
- 65-3-3 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 65-3-4 No hearings shall be open to the public.
- 65-3-5 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.
- 65-3-6 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.
- 65-3-7 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.
- 65-3-8 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.
- 65-3-9 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.
- 65-3-10 Time limits may be changed by mutual written consent between the staff member and the Superintendent.

65-4 Procedures

65-4-1 Stage 1 - Supervisor - Informal

The employee shall first discuss the grievance with the immediate supervisor which may be the grade level chair or department leader. In the absence of a grade level chair or department leader, the discussion shall take place with the building principal. 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.

65-4-2 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.

65-4-3 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.

65-4-4 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.

65-4-5 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.

66 DURATION OF CONTRACT

This agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2011.

Association

District

By _____
PRESIDENT

By _____
SUPERINTENDENT

Date _____

Date _____

PITTSFORD CENTRAL SCHOOL DISTRICT

APPENDIX A

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 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