

**CONTRACTUAL AGREEMENT**

**between the**

**PENFIELD EDUCATION ASSOCIATION**

**and the**

**SUPERINTENDENT OF SCHOOLS**

**PENFIELD CENTRAL SCHOOL DISTRICT  
PENFIELD, NEW YORK**

**JULY 1, 2017 through JUNE 30, 2020**



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## **PREAMBLE**

This agreement is made and entered into this day, July 1, 2017, by and between the Penfield Central School District hereinafter referred to as the “District,” and Penfield Education Association, hereinafter referred to as the “Association,” in order to establish wages, hours, and terms and conditions of employment for the bargaining unit.

## **ARTICLE I RECOGNITION CLAUSE**

The Penfield Central School District, having determined that the Penfield Education Association is supported by a clear majority of certified personnel, hereby recognizes the Association as the sole and exclusive bargaining representative for all of its employees in the following classifications pursuant to the Public Employees Fair Employment Act and governed by its provisions under the Rules and Regulations of the Public Employment Relations Board (PERB): all teachers, social workers, school counselors, psychologists, speech therapists, librarians, in-school suspension and out-of-school tutors, registered nurses, teachers of remedial or gifted programs, and department chairpersons, excluding extended per diem and per diem substitutes.

Benefits for part-time unit members will be prorated: health, dental, sick days, bereavement days and personal days based on length of work day.

## **ARTICLE II PROVISIONS OF THIS AGREEMENT**

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Administration, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established regulations of the Administration.

Any individual arrangement, agreement, or contract between the Administration and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

## **ARTICLE III NEGOTIATION PROCEDURES**

### **Section 3-1. PRINCIPLES**

The Superintendent and the Association agree to negotiate in good faith in order to reach mutual understandings regarding matters related to terms and conditions of employment. The Superintendent and the Association recognize that the school district must operate in accordance with all statutory provisions of the Education Law and the Regulations of the Commissioner of Education. The Superintendent cannot reduce, negotiate, or delegate his/her legal responsibilities.

### **Section 3-2. NEGOTIATION TEAMS**

Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

### **Section 3-3. OPENING NEGOTIATIONS**

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting shall be scheduled. In any given school year, such request shall be made on or before January 30. All issues proposed for discussion shall be submitted in writing by the Association to the Superintendent or his/her delegated representatives, at the first meeting. The Superintendent or designee shall submit in writing to the teacher representatives all issues upon which he/she wishes to negotiate at the same meeting.

The second meeting will take place no later than fifteen (15) days after the first meeting. All necessary subsequent meetings shall be called at times mutually agreed by the parties.

### **Section 3-4. MEETINGS**

The Superintendent and/or his/her delegated representative(s) shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in Section 3-3 above, such additional meetings shall be held as the parties may require to reach an understanding of the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours, except by mutual agreement. If meetings are scheduled during regular school hours, release time will be provided by mutual agreement.

### **Section 3-5. EXCHANGE OF INFORMATION**

Both parties, upon written request of the President of the Association or the Superintendent or his/her designee, shall furnish all available information pursuant to the issue(s) under consideration within two (2) weeks whenever possible.



**Section 3-6. CONSULTANTS**

If consultants are employed by either party, the expense of such consultants shall be borne by the party employing them.

**Section 3-7. REACHING AGREEMENT**

- A.** When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and shall be submitted by the negotiating committees with recommendation for acceptance to the Association and the Superintendent. Following approval by a majority of the Association membership and by the Superintendent, with confirmation by the Board of Education, the Superintendent will prepare the final agreement for official adoption. Copies of the final agreement will be provided for all members of the executive committee and negotiating team prior to official adoption, and to all teachers in September, whenever possible. Newly hired unit members will receive a copy of the current agreement at the time of hire.
- B.** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

**Section 3-8. IMPASSE**

In the event of impasse, PERB will be contacted to begin mediation and fact-finding, as outlined in article 209 of the New York State Public Employees' Fair Employment Act.

**ARTICLE IV  
ASSOCIATION AND UNIT MEMBERS' RIGHTS AND RESPONSIBILITIES**

**Section 4-1. AVAILABILITY OF INFORMATION**

The Superintendent shall make available to the Association, upon written request by the President of the Association, any and all non-confidential information necessary and relevant for the administration or enforcement of this Agreement subject to the disclosure rules under the Freedom of Information Law.

**Section 4-2. RIGHT TO POST INFORMATION**

The Association (a) shall be given a place at the end of the agenda of building faculty meetings for reports and announcements, or, at its request, up to ten minutes prior to the beginning of the faculty meeting may be substituted, (b) shall have the right to schedule Association meetings within the separate buildings, and (c) shall have the right to use the public address system, teachers' mailboxes, inter-school mail, and one bulletin board in each school building, which will be placed in the faculty lounge for the exclusive use of the Association, with the approval of the Building Principal. The intent of this is to provide the Association with the freedom of use and to recognize the Building Principal's authority to regulate the use in the interest of maintaining order.

### **Section 4-3. USE OF SCHOOL FACILITIES**

School buildings and facilities shall be available to the Association and its affiliates subject to current district procedures.

### **Section 4-4. ORIENTATION PROGRAM**

A New Teacher Orientation program will be offered annually when new teachers are being hired. The program will be offered in the late summer and all teachers hired prior to the start of the program will be expected to attend.

The Association shall be given a place on the agenda and time will be reserved for a separate PEA meeting of at least 30 minutes duration.

### **Section 4-5. PRESIDENT'S TIME FOR ASSOCIATION BUSINESS**

- A.** In recognition of the additional duties of the President of the Association, he/she will be provided with a co-professional equivalent to two (2) days a week. The schedule will be mutually agreed upon if the President is in an elementary position. The Association will reimburse the District \$3,500 annually.
- B.** If a Staff Development and/or Conference day is scheduled during the Union President's release time, the Union President will be required to attend. If the Union President is absent from school due to sickness or personal time, he/she will be charged a full day for such absence.
- C.** The President of the Association, when a member of the senior high or middle school staffs, shall be freed from administrative duties and when a member of the senior high or middle school staffs, shall be freed from homeroom responsibilities during the term of office.
- D.** The President of the Association and/or his/her representatives shall be granted time, not to exceed twelve (12) days, to attend conferences or conventions of Association affiliates. The Association shall reimburse the District for substitute's pay for conference/convention days in excess of six (6).

### **Section 4-6. SCHOOL CALENDAR REVISION**

The President of the Association and/or his/her designees will consult with the Superintendent, or his/her designee, to review, have input, revise, and mutually agree upon the school calendar developed by the county superintendents.

### **Section 4-7. DUES DEDUCTION / AGENCY FEE**

PEA members may have their membership dues deducted from their paychecks for the Association and its state and national affiliates but for no other teacher organizations. Members may change method of payment from deduction to cash between September 1 and September 15. Members must initiate these deductions in writing by October 15.

Non-member teachers will have the agency fee deducted from the paychecks. The Penfield Education Association agrees to hold the employer harmless from any and all liabilities which may arise and be attributable to the implementation of this agency fee deduction procedure.

#### **Section 4-8. PAYROLL DEDUCTIONS**

The school district shall make payroll deductions authorized by the employees for the following purposes in accordance with other provisions of this Agreement. The Penfield Education Association agrees to hold the employer harmless from any and all liabilities which may arise from making payroll deductions.

- A.** New York State Teachers' Retirement Loans
- B.** Financial institutions
- C.** United Way
- D.** Alternative health plans
- E.** Group term life insurance
- F.** Disability insurance
- G.** Tax-sheltered annuities. Neither the District nor the Association will be held liable for the selection of the companies or for errors in calculations made by respective insurance companies.
- H.** NYSUT member benefits
- I.** VOTE/COPE
- J.** Flexible Spending Plan for nonreimbursed medical and dependent care expenses. Minimum and maximum employee deductions for either medical or dependent care expenses shall be determined by the current legal limits.
- K.** PEA Scholarship Fund

Employees who participate in tax-sheltered annuities may change their enrollment or amount of deduction twice per calendar year such change to be effective with the first paycheck in January and/or with the first paycheck in September. The employee must notify the Payroll Office of the change one month in advance of the effective date. An employee may cancel his/her tax-sheltered annuity deduction at any time but cannot re-enroll except in accordance with the January and September effective dates.

#### **Section 4-9. PROFESSIONAL POLICIES**

Rules and regulations governing the activities of teachers within school buildings shall be uniform throughout the school district insofar as practical.

#### **Section 4-10. BUILDING SAFETY**

All unit members leaving the building will sign out and in again for purposes of safety and security of the school environment.

Unit members ID badges will be visible and worn during the workday.

#### **Section 4-11. PERSONNEL FILE**

- A.** Only one official personnel file exists for each employee which is maintained in the Human Resources Office at District Office. The official personnel file is the property of the District and is created for District purposes. As such, the District retains the right to place all material and correspondence in the official file, as described in paragraphs B and C below.

- B.** Unit members will have the right, upon request, to review the contents of their official personnel file with the exception of pre-employment references or any other material excluded by law. A unit member is entitled to and may choose to have a representative of the Association accompany him/her during such a review. The unit member will be asked to sign a log book with their name and time of review.
- C.** Unless the unit member has had an opportunity to review the material, no material derogatory to a teacher's conduct, service, character, or personality may be placed in his/her personnel file. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed; however his/her signature in no way indicates agreement with the contents thereof. The unit member has the right and may choose to submit written comments to such material, and these comments shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

#### **Section 4-12. TARDY PROVISIONS**

Teachers who report for duty after the scheduled time, or who leave during the day at any time prior to the scheduled termination time, will have deducted from their pay an amount 1/1400th of their annual salary for every hour or fraction of an hour of an unexcused absence. This action, at the direction and discretion of the Principal, must be preceded by a written warning to the teacher. The teacher will have the right to make written comments on the warning letter.

#### **Section 4-13. NOTIFICATION OF TEACHING ASSIGNMENTS**

Teachers will be notified, to the extent possible, of their teaching assignments, including schedule of classes and applicable teaming partners, for the next school year prior to the end of the school year in progress. Any changes due to altered conditions during the summer months will be transmitted to the teachers affected as soon as possible prior to the beginning of classes to allow them to plan for the fall term. Student rosters will be available by the first day of the school year.

#### **Section 4-14. NO STRIKE CLAUSE**

There will be no work stoppage, strike, slow-down, or any reduction of services as specified in Section 210 of the Public Employees' Fair Employment Act.

### **ARTICLE V SALARIES**

#### **Section 5-1. SALARY CHECKS – METHOD OF PAYMENT**

Effective July 1, 2015, payroll dates will occur on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

Teachers who are employed from the beginning of the school year may have the option of:

1. a twelve-month payment plan under which each payment will be one twenty-fourth of the annual salary rate, and the July and August payments will be included in the last paycheck for the month of June,

or

2. a ten-month payment plan under which payments will be made during September through June at one twentieth of the annual salary rate.

## **Section 5-2. SCHEDULE OF PAYCHECKS**

The Association will be provided with a list of pay dates at the beginning of each school year.

## **Section 5-3. SALARIES**

### **A. TEACHERS**

Returning teachers will receive salary increases as follows:

2017-18- Increase of \$4,000 added to previous year's base salary.

2018-19- Increase of 3.2% added to previous year's base salary.

2019-20- Increase of 3.2% added to previous year's base salary.

### **Starting Salary-**

The starting salary for members covered by this agreement shall be as follows:

	<u>Bachelors</u>	<u>Masters</u>
2017-18-	\$39,400	\$40,400
2018-19-	\$39,775	\$40,775
2019-20-	\$40,154	\$41,154

Starting salaries for newly-hired teachers who are experienced or part-time teachers will be considered individually by the Superintendent subject to Board approval. Newly-hired experienced teachers will receive no less than the starting salary. Part-time teachers will be paid no less than pro-rata of the starting salary, in accordance with other provisions within the Agreement.

### **Graduate Hours Earned After Permanent/Professional Certification**

after July 1, 1985	\$32
after July 1, 1987	\$37
after July 1, 1993	\$45

## **B. NURSES**

Nurses will receive an increase as indicated below:

2017-18- Increase of \$1,500 added to previous year's base salary

2018-19- Increase of 3.2% added to previous year's base salary.

2019-20- Increase of 3.2% added to previous year's base salary.

**C.** In order for a unit member to be eligible for a salary increase the unit member must have rendered at least fifteen (15) paid workweeks the prior school year. In circumstances where the District prevents the member from obtaining 15 workweeks, the unit member will be eligible for the salary increase.

### **Section 5-4. CURRICULUM, RESEARCH, AND DEVELOPMENT**

Professional staff performing curriculum work, if approved by the Superintendent and Board, may perform such work on days in which school is not in session. Teachers will be compensated at the rate of \$35.00 per hour. This work is defined as the writing and revising of curriculum which includes the writing of standards.

Curriculum work should not occur during regular school hours. Curriculum writing may occur during the school year on a release time basis only if it is mutually agreed to by the PEA President and the Superintendent. This will only be done when a special circumstance warrants the release time.

Unit members employed beyond the regular school year, as defined in Section 7-1, for other than curriculum work as outlined in paragraph one will be paid at a rate of \$35.00 per hour.

School counselors may work up to twenty (20) days beyond the regular school year when requested by the Building Principal/Administration and approved by the Superintendent.

### **Section 5-5. INSERVICE TRAINING CREDIT**

- A.** A one-time payment of \$140 will be granted for each inservice credit (ten clock hours of instruction) successfully completed for the school year. Prior approval of the inservice training must be obtained from the Professional Development Coordinator.
- B.** All approved inservice training must be completed in order to receive credit. The Human Resources office must receive a certificate signed by the Professional Development Coordinator which certifies the participant's successful completion of the inservice hour(s).
- C.** Fractional inservice credits earned as of June 1 shall be paid at the end of each contract year. Fractional credits earned after June 1 will be carried over to the next fiscal year.
- D.** Courses outside the normal school day may be requested of teachers by the Superintendent or his/her designee for the purpose of improving instructional skills. If the teacher agrees, and if requested by the teacher, the District will provide tuition, fees, and expenses in advance. It is understood that the teacher must verify successful completion of the course.

## **Section 5-6. SALARY INCREMENTS FOR GRADUATE TRAINING**

- A.** Graduate credit for up to 60 approved semester hours will be granted by the Board for the following: (1) graduate degree programs and (2) courses relevant to teacher competency. Salary increments shall be paid for hours earned after meeting the course requirements for initial permanent/professional certification. No salary increments will be paid for courses needed to complete initial certification requirements.

After July 1, 1976, teachers enrolled in college courses will be limited to six (6) semester credit hours per semester for salary increments if such enrollment has been approved in advance by the Superintendent or his/her designee. There will be no limit in the amount of hours allowed for credit taken during the summer, provided the teachers have received prior approval for salary increments.

- B.** All such graduate hours and graduate degree programs for which salary increments are sought must have had the written approval of the Assistant Superintendent for Human Resources prior to the commencement of such hours and/or such graduate degree programs. The transcript of such completed graduate hours must be in the Human Resources office by October 30 for the increment to be granted for that school year.
- C.** Second semester credits: Salary increments for approved fall semester graduate hour credit will be prorated at one-half (1/2) the annual rate for that semester. The Human Resources office must receive a transcript for such completed graduate hours by no later than March 1.
- D.** All graduate training must be completed prior to the start of the semester in order to receive credit during the semester. The Superintendent or his/her designee must receive a certificate signed by the instructor which indicates the participant's successful completion of the course requirements by October 30 (March 1 for second semester). If the transcript or grade card is delayed through no fault of the teacher, credit for the course or courses completed will be granted on confirmation that the credit has been earned.

## **Section 5-7. TUITION REIMBURSEMENT FOR GRADUATE TRAINING**

- A.** Provisionally or initially certified teachers may apply for tuition reimbursement. Reimbursement for prior approved graduate semester hours for provisionally or initially certified teachers will be granted for each year of the contract. The total annual reimbursement per teacher will be limited to an amount equal to the cost of 15 graduate credit hours at a State University of New York college. Each full-time provisionally or initially certified teacher will be reimbursed for the full tuition for each course until the annual dollar limit is reached. Part-time teachers' reimbursement will be prorated.
- B.** Tuition reimbursement for permanently or professionally certified teachers for prior approved graduate semester hours will be granted in an amount not to exceed \$2,700.
  - a.** This option is available to all tenured teachers.
- C.** Tuition reimbursement will be limited to six semester credit hours per semester as approved in advance by the Superintendent or his/her designee.

- D. Payment will be charged to the fiscal year the course is completed. Reimbursement will be made after evidence of completion of graduate hours and the receipt of tuition payment is submitted to the Human Resources office. To receive payment, the employee must have an active employment relationship with the District. Part-time teachers' reimbursement will be prorated. Selection of tuition reimbursement by permanently or professionally certified teachers precludes the application of these hours toward salary credit.
- E. To receive reimbursement, the Superintendent or his/her designee must receive proof of payment of tuition and a grade report or certificate signed by the instructor which indicates the participant's successful completion of the course requirements. Application for reimbursement must be made not later than the end of the semester following the semester in which the course or courses were completed.
- F. Unit members, who receive tuition reimbursement and voluntarily terminate employment with the District within two years following the application submitted in section E above, will be required to repay the District a prorated portion of the tuition monies received. (proration is based on 24 months)

#### **Section 5-8. HOME INSTRUCTION**

Unit members providing home instruction will be paid the current rate of pay approved annually by the Board of Education; that rate not to be less than the rate paid the previous year. Unit members maintain professional responsibilities for the student who is on home instruction due to disciplinary or medical reasons.

#### **Section 5-9. TEACHING AND SALARY GUIDE FOR DEPARTMENT CHAIRPERSONS**

It is recognized that department chairpersons should have some teaching duties. The specific teaching assignment of each of the department chairpersons will be determined on an individual basis by the Superintendent of Schools, or his/her designee, in consultation with the Building Principals involved. Department chairpersons, however, will not be assigned homerooms or administrative assignments.

Department chairpersons will be employed on a ten-month basis. However, department chairpersons are expected to devote whatever time is necessary immediately before the opening of school in September and immediately after the close of school in June to attend to necessary departmental duties.

Summer work plans should be submitted to the Superintendent or his/her designee by the usual deadline for summer curriculum applications. Summer work awards for department chairpersons will be determined on the basis of specific needs, with funds being included in the general budget.

A department chairperson will receive a basic amount of \$3,000. The department chairperson will also receive an additional amount of \$80 per full-time teacher in the department (excluding him/her) and \$100 for each building he/she has responsibility for, excluding his/her home building. The stipend will be pro-rated regardless of being on a paid or unpaid leave of absence.

The unit member assuming the responsibilities will receive the stipend pro-rated based on length of time.



When a department has co-chairpersons, each will receive one-half the allocated amount.

It is understood that in the event of relinquishing the position of department chairperson, the teacher's salary will have subtracted from it the amount paid to him/her as department chairperson (prorated).

Unit members serving as department chairs understand that there is a three-year term limit in the positions. The three-year term limit may be extended upon mutual agreement between the Department Chair, the Building Principal and the Assistant Superintendent for Instruction. Unit members serving as chairs will receive an annual evaluation (see appendix E). A member serving as a chair may be removed from the position of chair sooner if it is determined by the appropriate supervisor that the individual is not successfully fulfilling the duties of his or her position.

#### **Section 5-10. FACILITATORS' PAY**

Facilitators shall be paid \$3,000. The stipend will be pro-rated regardless of being on a paid or unpaid leave of absence. The unit member assuming the responsibilities will receive the stipend pro-rated based on length of time.

Unit members serving as facilitators understand that there is a three-year term limit in the positions. The three-year term limit may be extended upon mutual agreement between the Facilitator, the Building Principal and the Assistant Superintendent for Instruction. Unit members serving as facilitators will receive an annual evaluation (see appendix E). A member serving as a facilitator may be removed from the position of facilitator sooner if it is determined by the appropriate supervisor that the individual is not successfully fulfilling the duties of his or her position.

#### **Section 5-11. COORDINATORS**

Coordinators shall be paid \$1000. The stipend will be pro-rated regardless of being on a paid or unpaid leave of absence. The unit member assuming the responsibilities will receive the stipend pro-rated based on length of time.

Unit members serving as coordinators understand that there is a three-year term limit in the positions. The three-year term limit may be extended upon mutual agreement between the coordinator, the Building Principal and the Assistant Superintendent for Instruction. Unit members will receive an annual evaluation (see appendix E). A member may be removed sooner if it is determined by the appropriate supervisor that the individual is not successfully fulfilling the duties of his or her position.

#### **Section 5-12 CHEMICAL HYGIENE OFFICER**

The Chemical Hygiene Officer shall be paid \$1,000. This is an annual appointment. Responsibilities are limited to district-wide instructional chemicals only and requires no supervisory duties. The stipend will be pro-rated regardless of being on a paid or unpaid leave of absence. The unit member assuming the responsibilities will receive the stipend pro-rated based on length of time

## Section 5-13 NURSE COORDINATOR

The Nurse Coordinator position is an annual appointment. The stipend is \$3,000. The stipend will be pro-rated regardless of being on a paid or unpaid leave of absence. The unit member assuming the responsibilities will receive the stipend pro-rated based on length of time.

## Section 5-14. EXTRACURRICULAR STIPENDS

Teacher participation in extracurricular student activities will be strictly voluntary, and teachers will be compensated for such participation. Any yearlong or first-term extracurricular position will be paid ½ stipend or full stipend (respectively) following the end of the first semester.

Extracurricular Stipend compensation rates are as follows:

Penfield High School	\$68,768.12
Bay Trail Middle School	\$19,429.00
Elementary Schools	\$7,623.29

\*The above amounts do not include the 8<sup>th</sup> grade trip, the high school and middle school musicals, Odyssey of the Mind, and Robotics.

Any unit member accepting an extracurricular activity will receive a stipend in an amount to be determined by the Building Principal and an Association designee each school year. Any unit member who continues in the same extracurricular activity shall receive a stipend equal to or greater than what they received the previous year.

An annual report will be submitted to both the Superintendent and the Association President for review.

It is understood that anyone assuming an extracurricular assignment will be in attendance at events sponsored by their group.

The District and the Association will meet during the 2017-18 school year to finalize discussions around a new model for extra-curricular stipends that will be implemented in the 2018-19 school year.

### A. 8th Grade Trip

\$5,000 has been allocated to support the 8<sup>th</sup> grade trip. The Association agrees to the allocation of these funds in the following manner:

1. \$2,000 to compensate a unit member for planning the trip, including but not limited to the selection of lodging, establishment of itinerary, and conduction of meetings with parents and students. This stipend will cover all expense incurred by the unit member in carrying out these responsibilities.

2. \$3,000 (\$1,500 each) to compensate two unit members for conduction of the trip, including the coordination of staff members accompanying students on the trip, as well as other related activities with regard to the trip.

The parties agree that these stipends will be shared should the 8<sup>th</sup> grade trip be divided into more than one event, such sharing to be determined jointly by the Bay Trail Principal and the PEA representatives at Bay Trail

## **B. School Musicals**

1. High School

\$10,000 has been allocated to support an annual musical.

2. Middle School

\$5,000 has been allocated to support an annual musical.

## **C. Odyssey of the Mind**

Any unit member participating in Odyssey of the Mind as District Coordinator, judge, or coach will share in a \$1,925 stipend allocated as follows:

1. District Coordinator (60% of allocation)
2. The remaining positions will each be assigned the following number of points.

<u>Position</u>	<u>Points</u>
Judges:	
Head	4
Spontaneous	1
Problem	3
Coaches	5

The number of each of these positions held by unit staff members will be multiplied by the number of points for each position. This number will be divided into \$770 to provide the number of dollars per point. The number of dollars per point will be multiplied by the number of points assigned to the position to determine what each unit staff member in that position receives as a stipend.

Compensation for building coordinators will come from building funds.

**D. Robotics**

\$15,500 is allocated to support the Robotics Club. The Association and District agree to the allocation of these funds in the following manner:

1. \$2,500 to compensate a unit member to serve as an Advisor to the Robotics Club.
2. \$1,500 to compensate one unit member to serve as Assistant Advisor for HS Finances and Membership, and
3. \$1,500 to compensate one unit to serve as Assistant Advisor for HS Travel, and
4. \$1,500 to compensate one unit member to serve as Assistant Advisor for HS Coordination, and
5. \$1,000 to compensate one unit member to serve as a Middle School First Tech Challenge Advisor and Advisor to First Lego League (FLL) for all elementary schools, and
6. \$1,500 to compensate two unit members (\$750 each) for Middle School Lego League, and
7. \$6,000 to compensate eight unit members (\$750 each); two from each elementary building to serve as Coordinators at the Elementary Schools, and
8. \$1,000 to compensate two unit members to serve as Middle School First Tech Challenge Advisors.
9. The distribution of these funds is given with approval by the Building Principals.

**E. Supervision Policy**

Any unit member accepting supervision duty will receive a stipend of \$70 per event. The events are as follows:

Dances                      Games                      Concerts                      Buses                      Programs

**F. Intramural Supervision**

Unit members performing these duties will be compensated at the rate of \$39 per session.

**G. Overnight Activities**

\$85 per activity for a teacher (not the advisor) who accompanies students on an overnight educational experience.

## Section 5-15. COACHING STIPENDS

### “A” Group

Basketball Varsity (2)  
Cheerleading Varsity Winter  
Football Varsity  
Ice Hockey Varsity  
Swimming Boys Varsity  
Winter Track Varsity  
Wrestling Varsity

### “B” Group

Baseball Varsity  
Basketball JV (2)  
Cheerleading Fall Varsity  
Cheerleading Winter JV  
Cross Country Varsity  
Field Hockey Varsity  
Ice Hockey Varsity Asst.  
Lacrosse Varsity (2)  
Soccer Varsity (2)  
Softball Varsity  
Swimming Boys JV  
Swimming Girls Varsity  
Tennis Varsity (2)  
Track Varsity  
Track Winter Varsity Asst. (4)  
Volleyball Boys Varsity  
Volleyball Girls Varsity  
Gymnastics Varsity  
Wrestling JV  
Wrestling Program Assistant

### “C” Group

Asst. Baseball Coach  
Asst. Softball Coach  
Baseball JV  
Basketball Mod A (2)  
Bowling Varsity  
Cheerleading Fall JV  
Cross Country Asst. (3)  
Diving (2)  
Field Hockey JV  
Football JV  
Football Varsity Assistant (2)  
Golf Varsity (2)  
Lacrosse Varsity Asst. (2)  
Lacrosse JV (2)  
Nordic Skiing  
Soccer JV (2)  
Soccer Varsity Assistant (2)  
Softball JV  
Tennis JV (2)  
Track Varsity Assistant (4)  
Spring Track  
Track Varsity Assistant (2)  
Spring Track  
Swimming Girls JV  
Volleyball Boys JV  
Volleyball Girls JV

### “D” Group

Baseball Mod A  
Football JV Assistant (2)  
Golf JV (2)  
Soccer Mod A (2)

### “E” Group

Baseball Mod B (2)  
Basketball Mod B (4)  
Cross Country Mod B  
Field Hockey Mod B  
Football Mod B (3)  
Football Mod B (2)  
Head Athletic Event Supervisor  
Lacrosse Mod B (3)  
Soccer Mod B (4)  
Strength & Cond. Coord. (4)  
Swimming Mod B (2)  
Track Mod B (4)  
Track Winter Mod B (2)  
Volleyball Mod B (3)  
Wrestling Mod B (2)  
Equipment Manager  
Softball Mod B (2)  
\*Unified Sports

\*The Unified Sports Coach will be paid one-third of the appropriate level under Column E.

## COACHES SALARY SCHEDULE

Steps	Groups				
	A	B	C	D	E
1	3300	2970	2640	2310	1980
2	3500	3150	2800	2450	2100
3	3725	3353	2980	2608	2235
4	3975	3578	3180	2783	2385
5	4250	3825	3400	2975	2550
6	4525	4073	3620	3168	2715
7	4825	4343	3860	3378	2895
8	5125	4613	4100	3588	3075
9	5450	4905	4360	3815	3270
10	5775	5198	4620	4043	3465

1. Coaches off step will receive a 3% increase for the 2017-18, 2018-19, and the 2019-20 school years.
2. Coaches transferring into the Penfield Central School District, or any coach presently in the district who transfers from one sport to a different sport, will receive at least one-half (1/2) year credit for each year of previous coaching experience.
3. Any coach who moves from one level to a higher level in the same sport will receive at least one-half (1/2) year credit for each full year of coaching experience in that sport.
4. Any teacher having an interest in a coaching position that may become vacant during the summer shall indicate in writing this interest to the Athletic Director prior to July 1 as per Section 6-7.
5. Coaching evaluations will be completed as described in the current coaches' handbook. Any changes to the procedure must be agreed upon by the District and the PEA prior to implementation.

### Section 5-16. SUMMER SCHOOL PAY RATES

Unit members hired for special education summer school programs sponsored by the District will be paid at the rate of \$240.00 per day based on a six- (6) hour day.

### Section 5-17. MENTORING/PEER SUPPORT

Professional staff serving in the role of mentor shall be compensated at the rate of \$1,200 per year. This stipend will be pro-rated based on actual time served. Professional staff serving in the role of a peer will receive 10 hours of inservice credit for a full year of peer support.

**ARTICLE VI**  
**CONDITIONS OF EMPLOYMENT**

**Section 6-1. INSURANCE**

**A. Medical Insurance**

1. Blue Point 2 Value is the base plan. For unit members hired prior to July 1, 2016 the District will pay 90% of the Blue Point 2 Value Plan. If the unit member elects Blue Point 2 Select or is in Blue Point 2 Extended, the District will contribute the amount equal to 90% of Blue Point 2 Value and the unit member will pay the difference.
2. For unit members hired on or after July 1, 2016 the District will pay 80% of the Blue Point 2 Value Plan. If the unit member elects Blue Point 2 Select, the District will contribute the amount equal to 80% of Blue Point 2 Value and the unit member will pay the difference.
3. Blue Point 2 Extended is eliminated except for any unit member who is currently enrolled in the plan. Once that unit member leaves the plan he/she cannot return to the plan.
4. Simply Blue HDHP will be an option for unit members (as long as the plan exists through Excellus) at the contribution rates listed above in paragraphs 1 and 2.
5. If a unit member dies in service, the surviving spouse and/or dependent children may continue the insurance coverage in force at the time of the unit member's death, if they are not eligible for other insurance coverage. The District will provide coverage for one year without charge. After one year, the surviving spouse or dependent children may remain in the coverage group, but will be responsible for all premiums due. The surviving spouse and/or dependent children must submit an eligibility affidavit annually. If they elect to withdraw at any time, they are not eligible to re-enter.
6. The District will not provide duplicate medical coverage when an employee is covered under a policy to which an employer contributes. Applications for membership, questions, and claims should be referred to the Human Resources Office. The District assumes no responsibility for payment of benefits. It is the employee's responsibility to notify the District when his/her spouse reaches age 65. It is also the employee's responsibility to notify their respective health insurance carrier when a dependent reaches age 26.
7. Employees can elect to enroll in a health plan once a year on the anniversary date of these plans.

**B. Medical Insurance for Retirees**

1. Unit members hired prior to July 1, 2016 are eligible for retiree health insurance after fifteen (15) years of service in the District.

2. Unit members hired on or after July 1, 2016 are entitled to retiree health insurance after twenty (20) continuous years of service in the District.
3. Health insurance for retirees falls into two categories: 1.) under age 65, and 2.) age 65 and thereafter. A unit member who retires under the provisions outlined above is entitled to health insurance as per the following procedure:

A. Under age 65

When a unit member reaches retirement age, the District will incur the District's share of the premium according to the guidelines set forth above in section 6-1 A, paragraphs 1 and 2 or another program substituted by the District with benefits that are comparable to or exceed the medical coverage in existence.

B. At age 65

For the 2014-2015 school year, upon attaining age 65, the retiree shall convert coverage to the Medicare Blue Choice Plan by contributing per year \$400 for a single plan or \$700 for a family plan, the remainder of the premium to be paid by the District

Effective July 1, 2015, upon attaining age 65, the retiree shall convert coverage to the Medicare Blue Choice Plan by contributing per year \$500 for a single plan or \$800 for a family plan, the remainder of the premium to be paid by the District

4. Nurses after retirement and up to age 65, providing the retiree has met the requirement of twenty (20) continuous years of service in the District, the District will contribute its current contribution level toward a single contract under the guidelines above. When a retiree reaches age 65, the retiree must convert coverage to an over 65 policy and will pay \$500 annually for a single premium. If applicable, the retiree shall pay the cost difference between a family and single contract.

Nurses hired prior to October 1, 2005, upon attaining age 65, shall convert coverage to the Medicare Blue Choice Plan by contributing per year \$500 for a single plan or \$800 for a family plan. The remainder of the premium will be paid by the District.

5. Retirees who establish a permanent residence outside of the Rochester Blue Cross/Blue Shield coverage area shall be entitled to District contributions toward health insurance purchased in their retirement locale in an amount not to exceed the highest dollar amount the District contributes for HMO coverage (family, two-person, or single, as applicable) for active employees. Such payments shall be made directly to the insurance carrier, if possible, or if not, reimbursement shall be made to the retiree on a semi-annual basis – in July for the previous January to June and in January for the previous July to December.
6. The District will not provide duplicate medical coverage when a retiree is covered under a policy to which an employer contributes. It is the responsibility of the employee to notify the District when his/her spouse reaches age 65.



7. Under no circumstances will the District's reimbursement of retiree out-of-area health insurance coverage exceed the actual cost of such coverage.
8. Should a retiree elect to transfer his/her medical insurance coverage to another group health insurance plan (provided by the retiree's spouse's employer or the retiree's employer to which the District does not contribute or reimburse the retiree), he or she forfeits the right to transfer back into the Penfield Central School District health insurance plan.
9. The District and the Association assume no responsibility for payment of benefits.

#### **C. Term Life Insurance**

All members of the unit who work at least half-time or three (3) teaching periods per day will be provided an opportunity to participate in a term life insurance program. Retirees can also choose to continue coverage until age 70. Cost of the program shall be borne by the individual member/retiree. The District will administer the payroll deduction for those employees who decide to participate. It is the responsibility of the employee to notify the District when his/her spouse reaches age 70. The District assumes no responsibility for payment of benefits. All benefits shall be paid in accordance with the expressed provisions of the applicable insurance policy.

#### **D. Disability Insurance**

All members of the unit who work at least half-time may apply for disability insurance under a mutually selected plan. Cost of this program will be shared on a 50-50 basis between the member and the District. The District assumes no responsibility for payment of benefits. All benefits shall be paid in accordance with the expressed provisions of the applicable insurance policy.

#### **E. Dental Insurance**

All members of the unit who work at least half-time may apply to Blue Cross/Blue Shield for the Blue Shield Dental Contract (Smile Saver) 2580-508 or another program substituted by the District with benefits that are comparable to or exceed this Blue Shield Dental Contract.

Effective July 1, 2015, the District contributes ninety-five percent (95%) of each member's premium. The District will not provide dental coverage when an employee is covered under a policy to which another employer contributes. If both husband and wife are employees of the District, the District will provide only one family policy. Claim forms are available in each school building, as well as in the Human Resources Office. Applications for membership, questions, and claims should be referred to the Human Resources Office. The District assumes no responsibility for payment of benefits. All benefits shall be paid in accordance with the expressed provisions of the applicable insurance policy.

### **Section 6-2. WORKERS' COMPENSATION**

All unit members are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. Claims for Workers' Compensation should be made immediately through the office of the school nurse who is required to report all unit members' accidents to the Payroll Office. The District assumes no liability for payment of claims.

The practice of accruing worker compensation days will discontinue. However, new unit members and current unit members with either no balance or less than thirty-five (35) worker compensation days will be granted up to a maximum of thirty-five (35) should the unit member need to file for workers' compensation.

Current unit members with accrued worker compensation days on record will be grandfathered.

### **Section 6-3. PERSONAL LOSS REIMBURSEMENT**

The District will reimburse teachers for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids, or other similar bodily appurtenances which were damaged, destroyed, or lost when being worn by a teacher who suffers an injury or personal vandalism while acting in the discharge of his/her duties within the scope of his/her employment if such loss is not covered by other insurance provided the teacher has not been personally negligent with reference to the incident.

### **Section 6-4. LEGAL DEFENSE**

Pursuant to Sections 3023 and 3028 of the Education Law, the following shall apply:

“Notwithstanding any inconsistent provision of any general, special or local law, ... each board of education ... in the state shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his duties within the scope of his employment. For such purposes, the board of education may arrange for and maintain appropriate insurance or such board may elect to act as self-insurers to maintain the aforesaid protection. A board of education, however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of same to such board of education.”

### **Section 6-5. TENURE**

Appointment to tenure rests with the Board of Education for final authority, acting upon the recommendation of the Superintendent. However, a teacher who is serving the full probationary period and has not been notified in writing of his/her status sixty (60) days immediately preceding the end of the probationary period is presumed to have the acquiescence of the Principal, the Superintendent, and the Board of Education for appointment to tenure.

No member of the unit who has a tenured appointment shall be dismissed except for just cause.

In the event that the Superintendent is considering the dismissal of a member of the unit having a tenured appointment for inefficiency or incompetency in the performance of his/her instructional duties, he/she shall follow the evaluation procedures set forth in Article 8, Section 3, prior to instituting charges pursuant to Section 3020-a of the Education Law. However, such procedure does not apply to cases of insubordination, immoral character, conduct unbecoming a teacher, physical or mental disability, neglect of duty, or failure to maintain certification.

Written notice of the charges shall be given to the teacher in compliance with Section 3020-a of the Education Law. Within ten (10) calendar days of receipt of the statement of charges, a teacher “charged with inefficiency, incompetency, physical disability, or neglect of duty” may elect to waive the statutory procedures under Section 3020-a and challenge the charges by filing a grievance pursuant to the provisions of this Agreement, which grievance shall be submitted directly to binding arbitration. Filing of such a grievance must take place within the prescribed time limits for requesting a hearing under Section 3020-a. The election of either procedure precludes the use of the other.

The parties agree that they will make all reasonable efforts to promptly consider and decide the case, including, for example, the reasonably expeditious scheduling of hearing dates and jointly requesting panel members or arbitrator.

#### **Section 6-6. PROFESSIONAL OPPORTUNITIES**

Whenever there is an opportunity for advancement within the system, a notice shall be posted through electronic mail to each member’s email account. Openings will also be posted on the District’s webpage.

Any teacher having an interest in any position that may become vacant during the summer shall indicate this interest in writing to the Assistant Superintendent for Human Resources prior to July 1.

Any teacher having an interest in a coaching position that may become vacant during the summer shall indicate this interest in writing to the Athletic Director prior to July 1<sup>st</sup> as per Section 5-15.

#### **Section 6-7. SENIORITY**

Except as otherwise provided in this Agreement, seniority shall be defined as length of continuous service to this District.

- A. For the purpose of reduction in force, seniority is determined within tenure area in accordance with the State Education Law.
- B. Persons taking sabbatical, professional growth, convalescence, or sick leave accrue seniority. Persons taking other leaves are not credited with seniority during the period of that leave.

#### **Section 6-8. PAYMENT AT NOTICE OF RETIREMENT**

Unit members who submit an irrevocable letter of retirement by no later than January 15<sup>th</sup> indicating that they will retire at the end of that school year will receive a one-time payment of \$2,000 to be paid in the second paycheck of March in the year of retirement.

## **Section 6-9. VOLUNTARY TRANSFERS**

The Assistant Superintendent for Human Resources or his/her designee shall cause a list of publicly known vacancies and any newly created positions which will exist at the start of the following school year to be posted in all school buildings as soon as possible after the District becomes aware of these positions.

Unit members who desire a change in grade and/or subject assignment within the school to which they are assigned shall file a written statement of such desire with the Building Principal by March 30<sup>th</sup>. Unit members who desire a transfer to another school building shall file a written statement of such desire with the Human Resources Office by March 30<sup>th</sup>. Voluntary transfer request forms will be available on the intranet. Unit members requesting transfers may, after filing a written request, have a meeting with the Assistant Superintendent for Human Resources to discuss the request.

The Assistant Superintendent for Human Resources will notify the unit member when a vacancy occurs. Within ten (10) calendar days of the electronic mailing of such notice, the unit member shall signify in writing his or her intention to become an active applicant for the position.

Interested unit members will be granted an interview. The interview will be conducted by the Principal or his/her designee and at least one teacher from the school serving in a role similar to the one where the transfer is sought. Following the interview, the principal will make the decision as to whether to recommend the unit member for the transfer or not, based upon sound educational policy and the best interests of the district. Transfer requests will be considered based upon programmatic and instructional needs of the school/department, course content knowledge, tenure area and certification. In cases where more than one unit member requests a transfer to a position, all members will be given the opportunity to interview. If all things appear to be equal amongst the members requesting transfer, the transfer will be granted to the most senior member.

Should a transfer request be denied, the principal will provide the member(s) requesting transfer with feedback as to why the request was not granted. If the member wishes to appeal the decision, he/she will submit a letter to the Assistant Superintendent for Human Resources and the President of PEA within five (5) days of receiving the decision. The Assistant Superintendent and the Association President will meet to discuss the request and review the appeal. They may, in their judgement, request to meet with the principal, members of the committee and/or the member requesting transfer to gather further information. After review, the Assistant Superintendent and Association President will render a joint decision. This decision will be final and will not be subject to the grievance process.

If the unit member refuses the assignment, his or her name will be removed from the voluntary transfer list. Voluntary transfer requests will be kept confidential by the Assistant Superintendent for Human Resources until the requested opening occurs and will remain on file until September 1<sup>st</sup> of the following school year.

A unit member declared in excess in one school shall have preference in filling a comparable position in another school.

## **Section 6-10. INVOLUNTARY TRANSFERS**

An involuntary transfer is a transfer where the unit member involved does not request such a transfer and/or the decision to transfer the unit member to a different school within the District is made without the consent of the unit member involved.

No unit member who is involuntarily transferred shall lose his/her tenure or be deprived of any other professional advantage.

An involuntary transfer will be made only after the unit member is notified by the Superintendent or his/her designee in writing of the proposed transfer. A unit member who objects to a transfer may have a hearing with the Building Administrator involved, the Assistant Superintendent for Human Resources, and a representative of the Association. If the situation remains unresolved, it may be discussed with the Superintendent. The unit member may place a written statement of his/her objections in his/her personnel files.

Principles to be applied in the involuntary transfer of unit members are: from the group of unit members who are eligible for the position requiring an involuntary transfer according to qualifications, including course content requirements, tenure area and certification as required by the State Department of Education, the least senior unit member will be involuntarily transferred.

### **Special Education Unit Members**

Notice shall be given to Special Education unit members no later than June 30<sup>th</sup> of an involuntary transfer. In the event that the notification is after June 30<sup>th</sup>, the unit member has the option as to whether or not to accept the transfer.

Unit members who accept an involuntary transfer after June 1<sup>st</sup> will be entitled to receive one (1) day of paid summer work (\$35.00 based on a 7-hour day) in order to familiarize themselves with the new building.

## **Section 6-11. CLERICAL ASSISTANCE**

The Board of Education will provide at least the equivalent of one full-time clerk (thirty hours per week) in each elementary building and one full-time staff clerk in the middle school building. These personnel shall be utilized primarily to reduce the clerical duties of teachers.

The Board of Education will continue to maintain in the high school building at least the present number of clerical hours (132 hours per week) which are being utilized primarily to reduce the clerical duties of teachers.

On any occasion that the staff clerk is absent two (2) consecutive days, the school district will make an attempt to provide clerical services as defined in this section.

## **Section 6-12. DISRUPTIVE STUDENTS**

The unit member shall bring to the attention of the principal and/or designee any undisciplined student who is continually disrupting the classroom. Prompt action shall be taken by the Principal, the teacher, and the school specialists concerned to remedy the situation before the educational process of the rest of the class suffers. In conjunction with referring a student in their classroom, unit members shall notify parents of the behavioral issue. If the teacher feels the problem has not been solved, the teacher shall notify the superintendent of the situation.

The teacher shall be responsible for handling the day-to-day discipline within and for his/her classroom.

The administration shall be responsible for assisting and supporting the teacher in his/her handling of the day-to-day classroom discipline.

When a specific request is made by the building administrator to assist with student discipline throughout the building, teachers will give such assistance as requested. It is understood that these requests for assistance will be limited and made only in cases of exceptional circumstances and must be limited to a singular incident and may not extend in duration of duty beyond one class period or the duration of the incident.

Teachers assigned additional duty as part of their total work load (five classes plus one additional duty) shall be responsible for handling the day-to-day discipline within the assigned area with the assistance and support of the administration.

## **Section 6-13. COLLECTION OF MONEY**

Teachers shall not be required to collect money other than Board approved student fees, lunch and milk charges. Under no circumstances will money or checks be stored in teacher offices or classrooms overnight. A secure depository will be located in each main office.

## **Section 6-14. CLASSROOM VISITORS**

Classroom visitations by persons other than supervisory personnel of the District must be arranged through the administrator of the school with prior consultation with the teacher.

## **Section 6-15. STUDENT TEACHERS/INTERNS**

Contributions to the profession by unit members are valued and deserve recognition. Unit members who are interested in sponsoring a student teacher should make application to their building principal. Student teachers/interns are assigned as they apply from the universities based on teacher interest and the recommendation of the principal to the Human Resources Office.

No student teacher/intern shall be assigned to a unit member without the prior approval of that unit member. The refusal by any unit member to act as a sponsor shall not be noted in any record maintained by the District and shall not be a subject of any evaluation procedure.

The sponsoring of student teachers/interns, may carry a tuition waiver from the student teacher's university. In the event that the waiver is sent directly to the sponsor, he/she accepts it with the understanding that its value could be subject to state and federal taxes. In the event that the waiver is sent directly to the District, the sponsor may assign its use according to the rules and regulation of the waiver. If a sponsor does not wish to use the tuition waiver, he/she may give it, or assign its use, to the Association for transfer to another teacher.

#### **Section 6-16. SUBSTITUTE TEACHERS**

The school district shall make every effort to appoint certified teachers to fill vacancies and to perform substitute services. However, the District may hire non-certified persons for substitute service when a certified substitute is not available.

The District maintains a database of persons approved for substitute work in Penfield that is available to the Association.

The Administration will make every effort to obtain substitute teachers without exception.

Teachers may be requested, but not required, to cover classes/administrative assignments of absent teachers.

The District will provide coverage to assist the faculty members to meet their responsibilities for attendance at IST and CSE meetings held during the day.

#### **Section 6-17. TEACHER FACILITIES**

The Association and the Superintendent pledge continued collaboration to promote compliance with Board of Education policies on health and safety and with applicable state and federal laws.

Each unit member will be provided with adequate work space and filing equipment, including a file cabinet, to perform his/her job in all teaching situations.

Each school shall have an appropriately furnished room to be reserved for the exclusive use of the staff as a faculty lounge. These facilities will not be altered substantially without consultation with the staff of the building.

The Association and the Superintendent agree that a smoke-free workplace contributes to the health of all employees and pledge continued collaboration to promote compliance with the Board of Education policies regarding use of tobacco products in the workplace.

#### **Section 6-18. GRIEVANCE PROCEDURE**

##### **General Rules**

- A.** The purpose of this Article is to secure, at the lowest administrative level, equitable resolutions to grievances of unit members through procedures under which they may present grievances free

from interference, discrimination, or reprisal. Procedures will be kept as informal as may be appropriate.

- B. Administrator Responsibility and Grievance Files:** It shall be a fundamental responsibility of administrators to make prompt determinations of grievances in accordance with the Article. All grievance documents shall be filed separately from the personnel files of unit members.
- C. Grievance Definition:** A grievance is a claim by any unit member or group of unit members in the negotiating unit based upon any event or condition affecting their welfare under the terms and conditions of employment contained in this Agreement.
- D. Forms for filing grievances and claims** will be jointly prepared and shall be distributed to facilitate the operations of the grievance procedure. Grievances may be submitted electronically via school email.
- E. Records Availability:** Material and relevant records concerning a grievance will be made available as soon as possible, upon request.
- F. Exhaustion of Procedure:** As to any grievance concerning an alleged breach, misinterpretation or misapplication of any term of this Agreement, this procedure will be the exclusive remedy.

#### **Time to Process**

- A. Expedition:** The investigation and processing of grievances shall be conducted at mutually agreeable times so that classroom activities are not interrupted. It is intended that grievances should be processed as rapidly as possible; therefore, every effort should be made by all parties to expedite the process and to do those acts as necessary within the time period provided herein.
- B. Measuring Time:** The time within which an appeal may be taken to the next step shall be measured from the date of receipt of the grievance answer, subject to extension by mutual agreement. The time within which an answer to a grievance is due shall be measured from the date of receipt of the grievance, subject to extension by mutual agreement.
- C. Failure to Answer or Appeal:** If an appeal from an answer or decision to a grievance is not taken to the next step of this procedure within the time permitted as outlined herein, the grievance will be deemed adjusted in accordance with the answer rendered and further appeal shall be barred. If the party called upon to answer the grievance does not present its answer within the time limit provided, the other party may then advance the grievance to the next step.
- D. After June 1, Expedition:** If a grievance is filed on or after June 1, the grievance will be expedited so that procedure may be exhausted prior to the end of that school year, or as soon thereafter as feasible, if the grievant or party would otherwise suffer irreparable injury or harm.
- E. Where to File When School is Not in Session:** If the school system is not in session, a grievance, appeal, written instrument, or response required by this Article 6-18 shall be filed with the Assistant Superintendent for Human Resources.



## **Adjustment With or Without Representation**

- A. Informal Adjustment:** Nothing contained herein will be construed as limiting the right of any unit member having a claim to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Association, provided:
  1. The adjustment is not inconsistent with the terms of this Agreement; and
  2. Provided further, that said adjustment shall not constitute a precedent binding on either party to the Agreement in future proceedings.
- B. Limits on Representation:** Any grievant or party to this Agreement may be represented at all levels of this procedure, provided that a grievant may not be represented by an officer, agent, or other representative of any teacher organization other than the Association or an affiliate thereof.

## **Steps**

- A. Step One – Informal:** A unit member has the right and obligation to discuss any claim concerning an alleged breach, misinterpretation, or misapplication of any term of this Agreement with an Association Building Representative. If the matter is not informally resolved, the unit member will present a written claim, on the form provided to the principal or immediate supervisor, who will answer the claim in writing within the next ten (10) calendar days. The written claim must be filed within fifteen (15) calendar days after the unit member had actual knowledge of or should reasonably have known of the event. The grievance appeal must be filed within the time limit specified, otherwise the grievance will be time-barred, further appeal will be barred, and the grievance will be deemed waived and discontinued.
- B. Step Two:** If the claim is not resolved in Step One, it will next be presented to the Association's President/designee, by the unit member or Building Representative. If the President/designee approves the further processing of the grievance, as defined in this Agreement, the President/designee will present a formal written grievance to the Assistant Superintendent for Human Resources within fifteen (15) calendar days after the Step One written answer is received. The Assistant Superintendent for Human Resources /designees will answer the grievance, in writing, within fifteen (15) calendar days after it is presented.
- C. Step Three:** If the grievance is not resolved at Step Two, the Association will next file a written appeal to the Superintendent within not more than fifteen (15) calendar days after receipt of the Step Two answer. Within fifteen (15) calendar days thereafter, the Superintendent/designee will render an answer to the grievance in writing after he or she has conferred with representatives of the Association including the President/designee. The Superintendent/designee will forward all records pertaining to the grievance to the Board of Education.

## **Arbitration**

- A. Time Limit:** No grievance shall proceed to arbitration unless Notice of Intent to Arbitrate has been filed within fifteen (15) calendar days after receipt of the Step Three answer unless that time is extended in writing by mutual agreement.

- B. Decision:** The decision of the arbitrator shall be binding in grievance matters pertaining to the interpretation of the terms and conditions of the signed contract in effect at the time of the grievance.
- C. Selection and Procedures:** Arbitrator selection and arbitration procedures shall be conducted under the procedure rules of the American Arbitration Association providing that the American Arbitration Association shall furnish to each party a list of arbitrators consisting of at least twenty (20) names.
- D. Arbitrator's Power:** An arbitrator shall have no power or authority to require either the Association or the District to perform any act not expressly prohibited by this Agreement. An arbitrator shall have no power or authority to alter, add to, subtract from, or modify any provision of this Agreement.
- E. Fee and Expenses:** An arbitrator's fee, if any, shall be shared equally by the Association and the District.

**ARTICLE VII  
TEACHING HOURS AND TEACHING LOAD**

**Section 7-1. SCHOOL YEAR**

All unit members shall report for duty in accordance with the published school calendar and shall continue on duty until the last day of the school year. The school year for returning members shall consist of 184 student contact days and 4 work days without student contact.

Day 188 is defined as a six-hour day. PEA members may participate in such activities as: Safe Schools, preparation of classroom, data verification, class rosters, reviewing IEP's/504's and other professional responsibilities that will prepare them for the new school year. Members are expected to be on-site to complete Day 188.

The school year for new members will be no more than 192 days. This shall consist of 184 student contact days, 4 work days without student contact and 4 days for New Teacher Orientation. In accordance with Section 4-4, new teachers will be required to attend up to seven (7) one-hour after school sessions throughout the school year. These sessions will be eligible for inservice credit.

The work year for nurses shall follow the teachers' calendar of 187 days. Nurses working in a private or parochial school setting will be expected to work the same number of days as their counterparts in Penfield public schools. If the private or parochial school is closed, the nurse may work with the nurse facilitator to schedule work in one of the district's schools or they shall have their salary reduced according to the number of days they work.

Nurses will receive ten (10) paid holidays as noted below:

Columbus Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents Day
Day after Thanksgiving	Good Friday
December 25 <sup>th</sup>	Memorial Day

In the event that the number of cancelled school days (e.g. snow days) necessitates the addition of student contact days, a spring workshop day and/or planned recess day(s) would be returned to the calendar as student contact days.

## **Section 7-2. TEACHER DAY**

The elementary work day will be seven (7) hours and fifteen (15) minutes. Elementary unit members shall be at their work stations thirty (30) minutes before the beginning of the instructional day. K-5 teachers will, in addition to a thirty (30) minute duty-free/meeting-free lunch period, have at least thirty (30) consecutive minutes each day during which they will not be required to perform other duties including parent conferences.

K-5 classroom teachers will be provided with collaboration time daily, equivalent to recess time, during scheduled recess for students. In the event that recess cannot be supervised by Recess Monitors, this time might not be provided.

Elementary unit members shall remain as long as necessary, but no less than fifteen (15) minutes, after the end of the scheduled pupil day to perform professional duties such as meeting with parents and assisting with students. The unit members, may, however, leave the building at dismissal time, after notifying the building principal or his/her designee, to attend District meetings and in-service courses.

Middle school unit members shall be on duty twenty (20) minutes before the beginning of the instructional day. They may remain as long as necessary, but not less than twenty-five (25) minutes, after the end of the scheduled pupil day to perform professional duties such as meeting with parents and assisting students. The unit members may, however, leave the building at dismissal time, after notifying the building principal or his/her designee, to attend District meetings and in-service courses.

Each high school unit member shall be on duty ten (10) minutes before the beginning of the school day, or in the case of a part-time unit member, before the start of his/her first assigned period. (Mutually agreed upon exceptions to this rule will be allowed.)

Unit members grades 6-12 will, in addition to a duty-free/meeting-free lunch period, have at least one preparation period each day of at least forty (40) minutes during which they will not be required to perform other duties. They shall remain as long as necessary, but no less than thirty (30) minutes, after the end of the scheduled pupil day to perform professional duties such as meeting with parents and assisting students. The unit members may, however, leave the building at dismissal time, after notifying the building principal or his/her designee, to attend District meetings and in-service courses.

Unit members with assignments in other buildings may leave for this duty after notifying the building principal or his/her designee.

Unit members will be available beyond the regular school day for faculty, grade level, departmental, and District meetings. Unit members shall not be required to attend more than one building faculty meeting per month (except for special circumstances). Unit members will be available in the evening for Back to School Night and K-6 parent conferences according to the building's school calendar.

Unit members shall not be required to perform pupil supervisory functions outside the regular school day.

The District and/or a unit member may propose an alternative to the established teacher day. The Superintendent, or designee, and the President of the PEA will review the proposal and determine if the provisions of this section will be waived.

For the purposes of determining the length of the school day, traveling teachers will follow the schedule for their home building.

### **Section 7-3. NURSES DAY**

Full-time nurses are defined as those unit members who are regularly scheduled to work all school days and work shifts of at least thirty-five hours per week for the school year. (Work shifts of seven and one-half hours to eight and one-half hours a day, five days a week, including an unpaid 30-minute lunch period).

### **Section 7-4. TEACHER ASSIGNMENTS**

Middle school teachers of subjects which are taught in traditional periods will not be required to teach more than five (5) periods each day and will not be assigned more than one (1) additional period of administrative duty each day plus the equivalent of one (1) team planning period per day.

Middle school unit members will not be required to teach more than ten (10) one hour blocks of time over each three (3) day cycle. In addition, teachers will not be assigned more than two (2) one hour team meeting/planning blocks per three (3) day cycle. Middle school teachers will have one (1) 60 minute block for personal planning and preparation every day. They will also have a duty free and meeting free lunch period during which they will not be required to perform other duties.

#### **A. Bay Trail HOME Base**

HOME Base is defined to be a period of time during the student day of no more than thirty (30) minutes. Teachers will not be required to plan lessons, teach, or evaluate students during HOME Base but will offer student support and will report attendance.

This duty will be considered the administrative assignment for unit members. Any unit member not assigned to a group during HOME Base will be assigned to bus duty as the administrative assignment.

The base group of students in a particular HOME Base with a particular teacher will be assigned by administration. Daily groupings of students will be determined by the teachers involved. HOME Base shall not be considered an identified service.

Every reasonable effort will be made to keep HOME Base groups at or below fifteen (15) students assigned per teacher.

If unit members are assigned to an instructional group during the HOME Base period, these assignments will be considered part of the regular teaching load for an equal number of minutes. These unit members will be assigned to bus duty as the administrative assignment.

## **B. Bay Trail Team Meeting/Planning**

Activities during team meeting/planning time may include but are not limited to the following:

- Full team meetings
- Collaborative planning across curriculum
- Communication about students/Communication with parents
- Collaborative planning across teams
- Interdisciplinary unit planning
- Other activities which benefit the students on the team

High school teachers will not be required to teach more than five (5) periods each day and will not be assigned more than one (1) additional period of administrative duty each day. Each high school teacher will be assigned one (1) period of departmental instructional center or similar duty per week.

Every effort will be made with present staff to have a certified librarian on library duty during the school day.

Secondary school teachers (7-12) will not be required to teach in more than two (2) departments, and English, math, science, social studies, and foreign language teachers will have no more than three (3) teaching preparations at any one time. A teaching preparation consists of one or more classes at a grade level in a non-regents, regents, or an honors level. Secondary librarians will be assigned six (6) periods in the library which includes any administrative duty. Only under an emergency situation will they be assigned administrative duties outside of the library.

Each year at each secondary school the principal will convene a committee of teachers and administrators for the purpose of identifying administrative duty assignments for the following school year and to design procedures to fill those assignments. The teacher members of the committee will be named by the PEA president. The committee will give priority to collaborative efforts among teachers and administrators to maintain a safe school environment. The following guidelines will apply:

- A.** All unit members assigned to secondary schools are available for administrative assignments with the following exceptions:

Librarians as per this section; department chairs as per Section 5-11; teachers regularly assigned to more than one building with schedules which require travel between buildings daily.

A teacher regularly assigned to more than one building on a weekly basis will be available for administrative duty at his/her home school on days when no travel between buildings is required. Such duty will be prorated to equal the percentage of time assigned weekly to the home school.

A part-time teacher assigned to one school will be available for prorated administrative duty.

- B.** Procedures will recognize teacher preference for assignment. Determination of teacher preferences will be completed before the development of individual teacher schedules.
- C.** Teachers will be assigned to supervision of students in cafeterias and other eating areas on a voluntary basis only.
- D.** To promote equity among teachers, the nature and duration of each particular administrative duty may be considered when making assignments.

Physical education instructors will be responsible for one (1) intramural assignment per year (for which they will be compensated) and may coach at least one (1) sport. They will not be required to take extra duty assignments that conflict with intramural assignments. Intramural assignments will be limited to one (1) per day, four (4) days per week, one (1) hour per session.

All physical education teachers will have and maintain valid NYS certifications and licenses required by the district to perform their duties or will secure these (licenses) at district expense.

### **Section 7-5. CLASS SIZE**

The Board and Administration will make whatever arrangements are necessary and practicable in long-range building, annual scheduling, and hiring of personnel to strive for a class size of twenty-five (25) students in elementary, academic middle school, and academic secondary classes.

Except under special circumstances, teachers in grades K-3 will not be required to take more than twenty-seven (27) students in a class.

Except under special circumstances, teachers in grades 4-5 will not be required to take more than twenty-nine (29) students in a class.

In grades K-5 when class size exceeds twenty-nine (29) students, an assistant to the teacher will be provided when requested by the teacher.

Elementary teachers will not be required to remain in the classroom when a special area teacher is instructing.

Class size of middle and high school academic classes may reach a maximum of thirty (30). The teacher's total student load will not exceed one hundred thirty-eight (138) students.

Special classes such as family and consumer science, art, mechanical drawing, lab classes, music, physical education, technology, and business classes are to have no more students than can be effectively and safely instructed at the stations provided.

Every reasonable effort will be made to keep general level class sizes at twenty-five (25) or below.

Programs involving student-teacher ratios beyond the provisions of this class size section, with the approval of the teacher, are not to be discouraged.

## **Section 7-6. INCLUSIVE SCHOOLS**

Both PEA and the District support and endorse the continued development of inclusive schools. To this end, the District will ensure that a continuum of services is available to meet the needs of all students. The District agrees to refine systems to ensure appropriate exchanges of information and coordination for the provision of resources.

## **Section 7-7. ACADEMIC INTERVENTION SERVICES**

Beginning in September 2008, a forty (40) minute AIS tutorial will be offered at Penfield Senior High School during the school day. Teachers may submit their letters of interest to provide this AIS tutorial which would have an average of three (3) but no more than four (4) students. It is the expectation of the District that quarterly reports and letters would be sent to the parents informing them of their child's progress. Teachers would receive a \$4,000 stipend for the year.

### **High School – DIC/ACADEMIC SUPPORT CENTER**

High School unit members assigned to DIC or Academic Support Center may have up to four (4) AIS students per period assigned to the DIC or Academic Support Center. Unit members will not be required to teach or evaluate (grade) these students, but they will offer remedial assistance, or student advisement and will report attendance. Unit members will provide a report card comment regarding the student's work.

### **Middle School – Study Hall**

Middle school unit members may be assigned to an AIS study hall with up to four (4) students per period. Teachers will not be required to teach or evaluate (grade) these students, but they will offer remedial assistance, or student advisement and will report attendance. This duty must be in lieu of the current administrative assignment and may not be an increase to the teacher load. Unit members will provide a report card comment regarding the student's work.

## **Section 7-8. JOB SHARE**

Tenured Association members may apply for job shares. The District will determine the availability of the job share positions. Teacher(s) wishing to share a position shall apply in writing to the Assistant Superintendent for Human Resources. Application should be made on a one-year basis and must be renewed every year. Initial and renewal applications should be made prior to February 1<sup>st</sup>.

- A.** Job share shall be defined as two (2) Association members sharing one (1) full-time position. Job share assignments shall be filled only by Association members who have agreed to work together under a mutually development plan.
- B.** Association members shall be paid on a pro-rated basis of their appropriate salary schedule.
- C.** Job sharers shall retain all other District provided benefits, including but not limited to health insurance, on a pro-rated basis unless those benefits are specifically applicable only to full-time Association members.

- D.** Association members shall retain full seniority earned prior to becoming a job sharer. Additional seniority shall not accrue during the term served as a shared teacher.
- E.** Job sharers shall attend full workshop days, open house, Day 188, and such other professional meetings as may be required without the payment of additional salary.
- F.** Job sharers may not substitute for each other without the approval of their building principal.
- G.** Applications may or may not, in the Assistant Superintendent’s sole discretion, be approved on a yearly basis.
  - 1.** If denied, the Association member shall be notified no later than May 1<sup>st</sup>, and the reason for denial will be given in writing.
  - 2.** At the time an application is approved, the Association member(s) shall agree in writing
    - a. to their school and subject assignment for the year
    - b. to the rate of compensation for the assignment.
- H.** Job sharers shall be granted a leave of absence from their prior positions for the time of the job share. Upon the conclusion of a job sharing position, a unit member shall return to a full-time position in the District, consistent with the Education Law and this Agreement, with all rights and benefits unless the job sharing position is continued for another year.
- I.** Should either job sharer resign or be granted a leave during the school year, the full-time positions shall be offered to the other. If the remaining job sharer declines the full-time position, the District will first attempt to obtain a half-time substitute and may make such schedule and assignment changes as may be necessary in the best interests of the students. If a half-time substitute satisfactory to the District cannot be obtained, the District may place the remaining job sharer on unpaid leave, with no further rights or benefits under this agreement, and obtain a full-time substitute.

**ARTICLE VIII  
OBSERVATION / EVALUATION**

The Superintendent and PEA President have full authority to execute the APPR plan based on the recommendations received from a team comprised of PEA and District representatives. It is the understanding of the parties that the APPR plan will be created and submitted as per legislative statute.

**UNIT MEMBERS NOT COVERED BY APPR**

**Section 8-1. FORMAL OBSERVATION**

**A.** All formal observations of the work performance of unit members will be conducted openly and with full knowledge of the unit member and shall be reduced to writing. The use of the public address or audio systems and similar surveillance or recording devices shall not be used for this purpose unless mutually agreed upon in writing.



**B.** The current observation form will be used for all formal observations.

**C.** Probationary Unit Members

1. shall have a minimum of three (3) formal observations each year. By mutual agreement unit members in their second and third years of probation may have someone other than an administrator observe them. No more than one (1) formal observation may be conducted by someone other than an administrator, i.e. department chair.
2. additional formal observations may be requested by the unit member or the administrator.
3. the first formal observation for unit members new to Penfield will be conducted prior to November 1<sup>st</sup>; for other probationary unit members the first formal observation will be completed prior to December 1<sup>st</sup>, the second no later than January 30<sup>th</sup>, and the third no later than March 30<sup>th</sup>.

**D.** Tenured Unit Members

1. Tenured unit members in their Evaluation of Teaching Services (ETS) year will have a formal observation. In their Performance Review (PR) year, the unit member may choose to have a formal observation or participate in an Alternative to Observation. In PR years, by mutual agreement, the formal observation may be conducted by someone other than the Administrator, i.e. Department Chair. All observations in an ETS year will be conducted by an administrator.
2. Additional formal observations may be requested by the unit member or the Administrator.
3. Formal observations or alternatives shall be completed by May 15<sup>th</sup>.

**E.** Pre-Observation: There will be a pre-observation conference with each unit member new to the building during the ten (10) school days prior to the first formal observation. For all other formal observations of probationary and tenured unit members, a pre-observation may be held at the request of either the unit member or the administrator.

**F.** The Building Administrator may be assisted in the formal observations of unit members by appropriate District personnel.

**G.** A formal observation should be conducted for a reasonable length of time which, in general, should be for thirty (30) minutes or to the completion of the lesson/activity. No later than two (2) school days after the observation, a copy of the Observer's Notes and a Reflection Form will be provided to the unit member.

**H.** Post-Observation: A post-observation conference is required for all formal observations. The post-observation conference must be held within six (6) school days of the observation.

**I.** The administrator or designated district personnel will submit the formal observation report to the unit member within ten (10) school days of the post-observation conference. The observer shall include on the observation form comments regarding performance relating to any of the Domains. These comments shall be made under "Administrator's Comments."

- J.** Aspects of the unit member’s performance not observed during the formal observation shall be noted in the “Post Observation Conference Comments” space provided on the current observation form. Evaluators and unit members are encouraged to clarify their expectations of each other as evaluator and evaluate during post-observation conferences and/or at other times.
- K.** Unit members, after reviewing the formal observation, may add additional comments before signing and returning the report. The signature acknowledges that the unit member has had the opportunity to review the observation with the express understanding that the signature in no way indicates agreement with the content. The final observation form with original signatures, signed by the Administrator and the unit member, shall be sent to the Human Resources Office. The unit member shall be given a signed copy of the final form. The Building Administrator shall keep a signed final form.

**Section 8-2. FORMAL EVALUATION OF TEACHING SERVICES (ETS) AND PERFORMANCE REVIEW (PR)**

- A.** All probationary unit members will have an Evaluation of Teaching Services (ETS) completed annually.

Tenured unit members will have a formal observation with an ETS completed in the fourth, eighth, and thirteenth year following his/her tenure date. A formal observation and an ETS will be completed in every fifth year thereafter. At the beginning of any year, a tenured unit member may request a formal evaluation be completed for that year. A PR will be completed during the intervening years between formal evaluations. All unit members will be notified in writing of their evaluation status for their next formal evaluation prior to the beginning of each school year.

- B.** All formal evaluations are the responsibility of the Building Administrator. Appropriate District personnel may assist the Building Administrator.
- C.** The current ETS/PR form will be used for formal evaluations. The Building Administrator will notify the unit member at least five (5) school days prior to the completion of the unit member’s ETS/PR as to the date of the completion of the form.

The unit member shall be provided with a blank copy of the ETS/PR form at the time of this notification. The unit member may inform the Administrator prior to the completion of the ETS/PR form as to his or her accomplishments during the year.

- D.** Each unit member is given a copy of the completed ETS/PR form between March 15<sup>th</sup> and May 15<sup>th</sup>. The overall rating of “meets” or “does not meet expectations” is based on his/her performance since the date of his/her previous annual evaluation (or since the date of employment in the case of a new unit member).
- E.** The Building Administrator has the option of requesting a conference when he/she gives the completed ETS/PR form to the unit member. If the Building Administrator does not request a conference, the unit member has five (5) school days following the delivery of the ETS/PR form to request a conference with the Building Administrator. Conferences regarding ETS/PR forms shall be held within five (5) school days after they are requested by either the unit member or the Administrator.

- F.** In the event there is no conference pursuant to (E) above, the unit member will sign and return his/her ETS/PR form with any written comments he/she cares to make within five (5) school days after receiving it.
- G.** The final ETS/PR form, with original signatures, signed by the Administrator and the unit member, shall be sent to the Human Resources Office. The signature acknowledges that the unit member has had the opportunity to review the ETS/PR form with the express understanding that the signature in no way indicates agreement with the content. The unit member shall be given a signed copy of the final form. The Building Administrator shall keep a signed final form.

### **Section 8-3. PROCEDURES - TENURED UNIT MEMBERS ONLY**

- A.** Any unit member who “does not meet expectations” will be notified in writing. The administrator will determine the level of concern and implement a support plan, if appropriate (see Appendix A).
- B.** Step One: Support Plan
  1. The Administrator will meet with the unit member who received an overall rating of “Does Not Meet Expectations” within ten (10) school days after the unit member has received their observation.
  2. The purpose of this meeting will be to discuss, develop, and implement a support plan which will assist the unit member in achieving an overall rating of “Meets Expectations.”
  3. The support plan shall be signed by both the unit member and the Administrator. A copy of the support plan, with signatures, will be sent to the Human Resources Office.
  4. The support plan will be implemented for a minimum of thirty (30) school days and may be extended twice up to a maximum of ninety (90) school days. For each thirty (30) school day support plan, the unit member must be observed a minimum of one time by an appropriate administrator.
  5. The support plan is to be reviewed within five (5) school days after each thirty (30) school day period. The Administrator will notify the unit member of one of the following: a) support plan completed; b) support plan continued; or c) improvement plan implemented.
- C.** Step Two: Improvement Plan
  1. If the unit member has been notified by the administrator that an improvement plan is necessary, the Administrator will meet with the unit member to discuss, develop, and implement the improvement plan.
  2. The improvement plan shall be signed by both the unit member and the administrator. A copy of the improvement plan, with signatures, will be sent to the Human Resources Office.

3. Copies of notices, evaluations, and improvement plans shall be filed with the President of the Association only with the written consent of the unit member.
4. The improvement plan will be implemented for a minimum of thirty (30) school days and may be extended twice up to a maximum of ninety (90) school days. For each thirty (30) school day improvement plan, the unit member must be observed a minimum of one time by an appropriate administrator. There will be a reasonable time between observations.
5. If, at the end of the improvement period, the unit member fails to meet expectations, the unit member will be notified by the Superintendent, in writing. The Superintendent may make a recommendation to the Board of Education to implement a disciplinary action in accordance with Section 3020-a of Education Law, which may include termination.

#### **Section 8-4. PROCEDURES – PROBATIONARY UNIT MEMBERS ONLY**

- A. Should the administration decide that the performance of any probationary unit member is unsatisfactory or the unit member has consistently received ratings of “basic” on the formal observations, administration and supervisory staff shall be required to work with that unit member a minimum of thirty (30) school days. A thirty (30) school day improvement plan may be implemented.
- B. Discontinue Probationary Unit Member’s Services
  1. Should the administration decide that the performance of any probationary unit member is unsatisfactory to the degree that the administration is considering termination during the unit member’s probationary period, the following steps will be taken in accordance with Education Law §3031:
    - a. The probationary unit member must be provided with thirty (30) calendar days written notice prior to the date of the board meeting to consider the superintendent’s recommendation to discontinue services.
    - b. A unit member may request in writing a written statement of the reasons for the recommendation of discontinuing services no later than twenty-one (21) calendar days before the board meeting.
    - c. The Superintendent will provide written reasons within seven (7) calendar days of such request.
    - d. A unit member may file a response to the Superintendent’s reasons with the Clerk no later than seven (7) calendar days before the board meeting (§3031(b)).
    - e. The unit member’s services are discontinued thirty (30) calendar days after the board meeting. However, the unit member shall finish out the school year if the thirty (30) calendar days ends before June 30 (§3019-a).
- C. Denying Tenure
  1. Should the administration decide that the performance of any probationary unit member is unsatisfactory to the degree that tenure will not be granted, the following steps must be taken in accordance with Education Law §3031:

- a. The Superintendent of Schools must notify the unit member in writing at least sixty (60) calendar days prior to the expiration of the probationary period that an affirmative recommendation for appointment on tenure will not be made §§2509(1)(a), 2573(1)(a), and 3012(2). Notice must also be given that the board of education will review the failure to recommend for appointment on tenure at a board meeting to be held at least thirty (30) calendar days after the notice is given.
- b. A unit member may request in writing a written statement of the reasons for the recommendation of denial of tenure no later than twenty-one (21) calendar days before the board meeting (§3031).
- c. The Superintendent of Schools will provide written reasons within seven (7) calendar days of such request (§3031).
- d. A unit member may file a response to the Superintendent's reasons with the District Clerk no later than seven (7) calendar days before the board meeting (§3031).
- e. The unit member's services are discontinued thirty (30) calendar days after the board meeting. However, the unit member is still expected to finish out the school year if the thirty (30) calendar day ends before June 30. The board must pass a resolution terminating the unit member's services (§3031).

Flow Charts (see Appendices B and C)

#### **Section 8-5. NURSES**

Nurses will be evaluated once per school year by their building administrator.

### **ARTICLE IX ABSENCES AND LEAVES**

#### **Section 9-1. SICK LEAVE**

- A.** All unit members are eligible for paid sick leave benefits. Sick days may be taken in full-day, half-day or quarter-day increments.
- B.** Sick leave days shall be accumulated at the rate of ten (10) school days per year. Unit members shall be credited with ten (10) sick days at the beginning of the school year. During the first year of employment, sick days shall be credited at the beginning of the school year although not actually earned.
- C.** In the event that a teacher uses more than the number of paid sick days which have actually been earned and subsequently terminates employment before earning the sick days used, the District may deduct from the teacher's wages an amount equal to the teacher's salary for those unearned days prorated on the basis of 1/200<sup>th</sup> of the annual salary per day.
- D.** In the event that a nurse uses more than the number of paid sick days which have actually been earned and subsequently terminates employment, the District will deduct the excess sick day pay

from the nurse's final check or if there are not sufficient funds, the nurse will reimburse the District any monies owed.

- E.** In the event that a unit member goes on an unpaid leave of absence, no sick days will be accrued or credited for the period of the unpaid leave.
- F.** In order to be eligible for the sick day benefit, unit members who are unable to work because of illness or injury must notify (their supervisor) as far as possible in advance of the start of the work day of their inability to work.
- G.** Any unit member absent ten (10) or more consecutive working days due to illness or accident shall, before returning to work, submit a written statement from his/her personal physician certifying his/her readiness to return to work to the building principal.
- H.** To assist the district with planning for staffing needs, unit member having advance knowledge of an impending medical or surgical procedure, including childbirth, which will require absence from work, shall notify his/her supervisor at least eight (8) weeks prior to the anticipated beginning of such absence, or as soon as the unit member acquires such knowledge. Such notice shall include the anticipated duration of the absence and the expected day of return to active employment. A unit member who desires an unpaid leave, such as child-rearing or personal leave of absence, to begin at the termination of the disability period should make application for the unpaid leave at the time of the original notification. The terms and conditions of any unpaid leave shall be governed by the specific rules applicable to such leave.

Before returning to active employment, the unit member shall submit to the District a physician's certificate attesting to his/her physical and mental ability to perform the required job duties.

## **Section 9-2. SICK LEAVE BANK**

- A.** The District and the Association will maintain a voluntary sick leave reserve to aid unit members who suffer prolonged illness, injury, or disability as determined by a third party. All Association members are strongly encouraged to participate in the sick leave bank.
- B.** The reserve will be maintained with earned sick leave days donated by unit members.
- C.** New unit members will be offered the opportunity to join the sick leave bank by donating two (2) days of accumulated sick leave within thirty (30) calendar days of employment, by completing a membership form. This is a one-time only opportunity to join. If an Association member chooses to decline membership in the bank, they will be required to sign a declination form. There will be no open enrollment period beyond the new hire 30-day window.
- D.** Unit members with accumulated sick days in excess of two hundred (200) days may donate up to ten (10) of their sick days in any school year.
- E.** The donation is irrevocable and cannot be made to a specific teacher for his or her use and only unit members who have donated to the reserve may draw from the reserve.

- F.** Should the reserve fall below one hundred fifty (150) sick days, each member of the sick leave bank will be required to contribute an additional day within the thirty (30) calendar days of the request for the additional day.
- G.** Unit members who are members of the sick leave bank will make withdrawals from the reserve after a qualification waiting period of ten (10) working days based on the following criteria:
1. The unit member has a long-term illness, injury, or disability that is expected to incapacitate him or her for an extended period of time.
  2. The unit member has exhausted all of his or her accumulated sick time.
  3. The unit member submits a written statement from his or her physician specifying the exact nature of the illness/injury, physical limitations, length of time of the expected absence, and expected return to work date.
  4. The unit member submits a written request to withdraw days to the Assistant Superintendent for Human Resources.
  5. Sick days will be withdrawn in half-day, full-day, or quarter-day increments only, beginning on the 11<sup>th</sup> day of absence.
  6. Unit members are limited to a maximum of ninety (90) full days or one hundred eighty (180) half-days in any school year.
  7. Unit members receiving disability insurance payments may use sick bank time to supplement the insurance payments to create daily payment equivalent to a normal sick day payment to a maximum of ninety (90) days in any school year.
  8. Under extenuating circumstances, sick bank days may be applied retroactively in the event that accumulated sick days have been exhausted before the end of the waiting period.
  9. Unit members may use sick bank days only one (1) time for the same medical incident which is defined as a time period when a medical condition occurs, which prevents a unit member from working and which ends upon the unit member's return to work.
  10. Requests for use of sick bank reserve days will be reviewed and approved jointly by the Assistant Superintendent for Human Resources and the President of the PEA or their designees.
  11. Upon retirement, members may donate up to seventy-five (75) days to the sick bank.
  12. The ten (10) day waiting period may be waived under extenuating circumstances if mutually agreed to by PEA and District representatives.
  13. All current PEA members not currently in the Sick Leave Bank will have a one-time opportunity to join the sick leave bank by contributing two (2) sick days effective July 1, 2017 as a one-time initial contribution. Should they not wish to join the sick leave bank, they will sign the declination form.

### **Section 9-3. CONVALESCENCE LEAVE**

- A.** The District may grant an extended leave without pay for the purpose of convalescence to an employee who has exhausted his/her accumulated sick days.
- B.** To be eligible for such unpaid convalescence leave, the employee shall furnish the District with a physician's certificate verifying the nature of the illness and the anticipated duration of the disability (in accordance with Article 6, Section 7).

The employee shall file a request for unpaid convalescence leave before expiration of his paid sick benefits and as far in advance as possible.

- C.** No salary or other benefits shall accrue during convalescence leave, but approved convalescence leave shall not constitute a break in seniority, meaning the member will not lose seniority accrued prior to the leave however the member will not accrue new seniority while on the unpaid leave.

### **Section 9-4. JURY DUTY**

When an employee is called for jury duty, the District, upon presentation of proper proof, pays to the employee his regular salary for any time served which falls within the employee's regularly scheduled hours.

To be eligible for the above benefit, the employee must:

1. immediately notify his/her supervisor on the next work day after receiving the summons and furnish the District with a copy of said summons,
2. report for work whenever his/her attendance as a juror is not required by the court, and
3. co-operate with the District by joining in a request for deferral of jury duty whenever, in the District's judgment, such deferral is necessary.

### **Section 9-5. BIRTH OR ADOPTION OF A CHILD**

An employee shall be allowed three (3) days paid leave of absence in connection with the birth or adoption of a child.

### **Section 9-6. BEREAVEMENT LEAVE**

Five (5) days leave of absence with pay shall be granted for death in the immediate family (spouse, children, mother, father, brothers, sisters, grandparents, aunts, uncles, and corresponding in-laws) and non-relatives who function in a similar capacity. Such leave shall not be cumulative.

Personal days shall be used for bereavement leave for other individuals not specifically covered in the above paragraph, i.e. friends, colleagues, etc.



## **Section 9-7. PERSONAL DAYS**

Unit members will be allowed up to three (3) days absence per school year with full pay for the purpose of transacting personal matters which require absence during school hours. Personal business is defined by both parties as an event scheduled outside of the member's control or business that cannot be done outside the regular workday. Personal days are not intended as vacation days. Personal days may be taken in full-day, half-day or quarter-day increments. Two (2) days may be taken without giving a reason, but not before or after a holiday or recess period. The other day shall be granted only for one of the following reasons:

- A.** formal legal proceedings
- B.** ceremonies: graduation of unit member, spouse, or child; participant in a wedding ceremony; participation in religious ceremonies
- C.** education: required educational examinations; attending educational visits by parents to colleges; professional advancement
- D.** honors and awards: ceremonies involving the unit member or immediate family
- E.** handling home emergencies
- F.** assisting a parent or other dependent with care, legal matters, housing arrangements
- G.** attending parent conferences or other meetings for school-age children

Except in emergencies, the unit member taking leave hereunder shall give the administrator written notice of his/her intention to take this leave at least one (1) day in advance of the day(s) he/she proposes to be absent. Personal days are not to be used immediately preceding or following a paid holiday and/or recess except for emergencies or for one of the reasons (A-G) listed above. Any personal days not used at the end of the school year, will be added to sick days accumulated.

Any request for three (3) personal days in a row must be approved by the Assistant Superintendent for Human Resources. Unit members who require an additional personal day may convert one sick day for use as a personal day with prior permission from the Assistant Superintendent for Human Resources.

Additional days for time off for any reason not covered elsewhere in this Agreement, either full days or part of a day, may be permitted without pay upon prior approval of the Assistant Superintendent for Human Resources.

\*Personal Day Form (see Appendix D)

## **Section 9-8. SABBATICAL LEAVES**

Sabbatical leaves may be granted to teachers who have served on regular tenure appointment for two (2) or more years and are recommended by the Superintendent and approved by the Board of Education for such leaves. The following conditions apply:

- A.** Applicant must file with the Superintendent ninety (90) days before the end of either term a statement of the definite purpose for which such leave is desired.

- B.** Action by the Board of Education on application for leave of absence should be taken and decision given applicant within thirty (30) days following the deadline for submission of application.
- C.** In case of sabbatical leave for study, the statement must include the institution at which the individual is to study and the courses to be pursued. In cases of sabbatical leave for travel, a plan of the travels must be submitted stating specific objectives which are to be sought through such travel and indicating the school systems or institutions which might be studied.
- D.** A teacher granted sabbatical leave of absence is required to report twice each semester through the Superintendent to the Board of Education during such absence. He/she will indicate the extent of the study of the school systems either at home or abroad in case of sabbatical leave for travel, or the nature of the courses taken at a university and the application of these to the work of the individual concerned in case of the sabbatical leave of absence for study. If such reports are unsatisfactory to the Board of Education, the leave may be terminated at any time.
- E.** Such leave may be granted for one (1) school year, but may exceed one (1) year in duration at the discretion of the Superintendent of Schools and Board of Education. It shall not be granted to one individual more than once in six (6) consecutive years.
- F.** The amount to be paid to any person on sabbatical leave shall be 65 percent of the teacher's annual salary for a full year leave not including any individual stipend such teacher may receive from other sources. Salary to which a professional recipient is entitled will be paid according to the regular school year pay schedule.
- G.** Regular step salary increments shall be given for the time of leave, the same as for regular services in the school. If the teacher is off step, he/she will automatically receive a rating of satisfactory. Regular benefits available to the teaching staff shall be available to the teachers on sabbatical leave except the use of sick days.
- H.** Recipients must file with the Board of Education a written agreement to remain in the service of the Penfield School District for at least two (2) years after expiration of the sabbatical leave. In case of resignation within two (2) years, the teacher will refund to the District such proportion of salary paid during the leave of absence as the unexpired portion shall bear to said period. (For example, if the teacher leaves after one [1] year, he/she will repay one-half [1/2] of the stipend.)
- I.** The number of teachers who shall be granted leaves of absence shall not exceed two percent of the teaching staff in any school year.

**Section 9-9. PROFESSIONAL GROWTH LEAVES**

- A.** Unit members may apply to the Superintendent for an unpaid professional growth leave.
- B.** The primary purpose of any professional growth leave must be the improvement of the educational programs offered the students of the Penfield schools.
- C.** Professional growth leaves can vary in length, but shall not exceed one year. Under exceptional circumstances, a leave may be extended for a second year upon application to the Superintendent

of Schools. A teacher granted a leave will be advanced on the salary schedule upon return to Penfield and will be given seniority credit for the period of the leave.

- D. Applications for such leaves will be filed with the Superintendent ninety (90) days prior to the start of said leave. There will be no tenure restriction for eligibility.

### **General Provisions for Professional Growth Leaves**

- A. All teachers returning from leaves of absence granted under this section shall be restored to the same or equivalent position.
- B. If for any reason a teacher on leave does not plan to return to Penfield, he/she shall so notify the Superintendent at least ninety (90) days prior to the termination of the leave.

### **Section 9-10. PERSONAL LEAVES OF ABSENCE**

- A. Any unit member who has served on tenure for one (1) school year may apply for a personal leave of absence. Personal leaves of absence may be granted at the discretion of the District.
- B. No regular benefits shall accrue to a member on such leave. Unit members may continue, at their own cost, life, health, and dental insurance coverage.
- C. Application for such leave must be filed at least ninety (90) days prior to the effective date of said leave.
- D. Unit members on an unpaid leave of absence must notify the Assistant Superintendent for Human Resources in writing of any intent to change the length of the leave (either shorten or extend) as early as possible but no later than three months prior to the expiration of the leave. Exceptions may be made by the District under extenuating circumstances.

### **Section 9-11. CONFERENCES**

- A. Applications to attend any conferences must have the recommendation of the building principal and the approval of the Superintendent or his/her designee. Requests are submitted online.
- B. Approvable expenses will include travel, lodging, meals, and registration fees. Membership dues may not be charged to the District.
- C. Upon return from conferences, expense forms must be submitted to the office of the Superintendent or his/her designee.
- D. If attendance at a conference requires no expense to the District other than a substitute teacher, requests will normally be made no later than thirty (30) days before the conference begins.

### **Section 9-12. VISITATION DAYS**

A teacher may apply to his/her building principal to visit classrooms in the Penfield system or in other school systems.

## **Section 9-13. FAMILY LEAVES**

- A. Maternity Leave:** Leave for childbirth or a pregnancy-related disability is governed by the sick leave provisions of the Agreement. (See Article 9, Section 1.)
- B. Dependent Care Leave**
1. Any employee may apply for a dependent care leave without pay for a definite period not to exceed three (3) full semesters following the semester in which such leave commences. Such leave shall be for the purpose of child-rearing or to care for a seriously ill or disabled family member (spouse, child, parent, grandparent) and non-relatives who function in a similar capacity. Applications to care for a seriously ill or disabled family member must be accompanied by a statement from the attending physician certifying the nature of the illness or disability.
  2. Employees may return to active employment following a dependent care leave only at the beginning of a semester. By mutual agreement, employees may return at other times when it is in the best interest of the instructional program (e.g. elementary classroom teachers, special education teachers, special area teachers).
  3. Application for dependent care leave should be made to the Assistant Superintendent for Human Resources at least eight (8) weeks prior to the anticipated beginning of such leave and shall specify the expected return date. An employee who desires a dependent care leave to begin upon termination of the disability period for childbirth should apply for such leave at the time she gives the advance eight (8) weeks' notice for absence due to planned medical or surgical procedures as required by Article 9, Section 1, of this Agreement.
  4. No salary increments, sick leave, or other benefits except as herein noted, will accrue during dependent care leave. Unused days of sick leave will be returned to the employee's credit upon return to active employment. Medical insurance benefits for employees on dependent care leave will be continued in accordance with the federal Family and Medical Leave Act. Upon expiration of paid benefits, an employee on unpaid dependent care leave may retain health, life, and dental insurance coverage under the District's plan by assuming the full cost of the premium and remitting same to the District each month according to established District procedures.
  5. Employees on unpaid dependent care leave must notify the District ninety (90) days prior to the anticipated date of their intent to return.


**ARTICLE XI  
LEGISLATIVE ACTION**

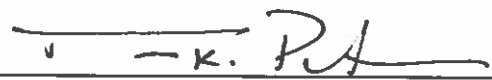
If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent not permitted by law, but all other provisions or applications shall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

This Agreement shall be binding between the Superintendent and all teachers in the instructional negotiating unit as defined in Section 102.1 of the "By-laws to implement the Public Employees' Fair Employment Act."

**ARTICLE XII  
RATIFICATION**

THIS AGREEMENT SHALL BE EFFECTIVE AS OF July 1, 2017, and shall continue in effect through June 30, 2020.

By  \_\_\_\_\_  
Mr. Robert J. Young Jr., President  
PENFIELD EDUCATION ASSOCIATION

By  \_\_\_\_\_  
Dr. Thomas K. Putnam, Superintendent  
PENFIELD CENTRAL SCHOOL DISTRICT

APPENDIX A

**PENFIELD CENTRAL SCHOOL DISTRICT**  
**Support Plan**

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Building(s) \_\_\_\_\_

Follow-up Date \_\_\_\_\_ (See Below)

Tenure \_\_\_\_\_

At the discretion of the building principal, a Support Plan is implemented if performance does not meet expectations. Identify the Domain(s) being addressed below.

\_\_\_\_\_ Domain 1: Planning and Preparation

\_\_\_\_\_ Domain 3: Instruction

\_\_\_\_\_ Domain 2: The Classroom Environment

\_\_\_\_\_ Domain 4: Professional Responsibilities

Goal(s): \_\_\_\_\_

Strategies:	Expected Outcomes:

Evaluator's Signature \_\_\_\_\_

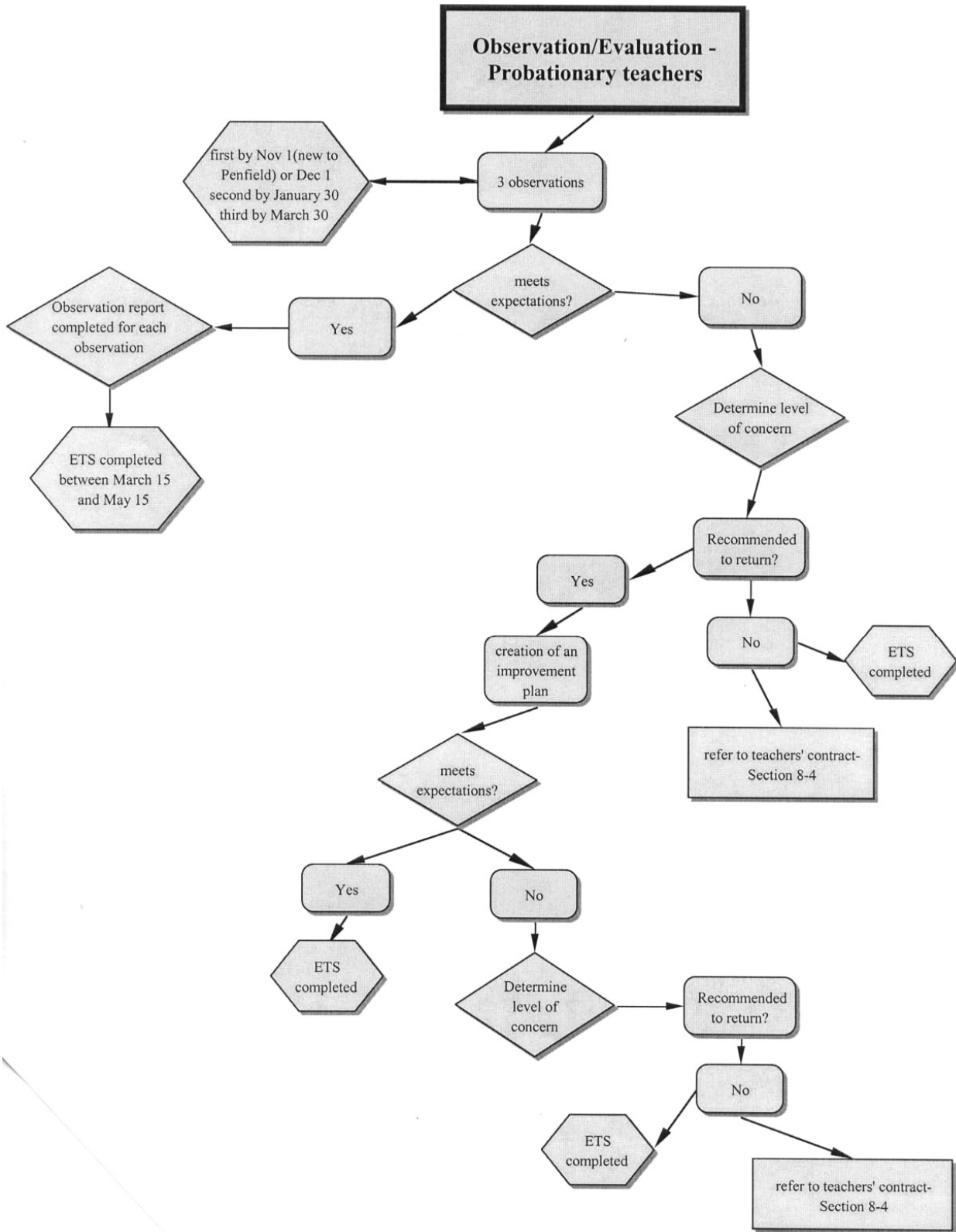
Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

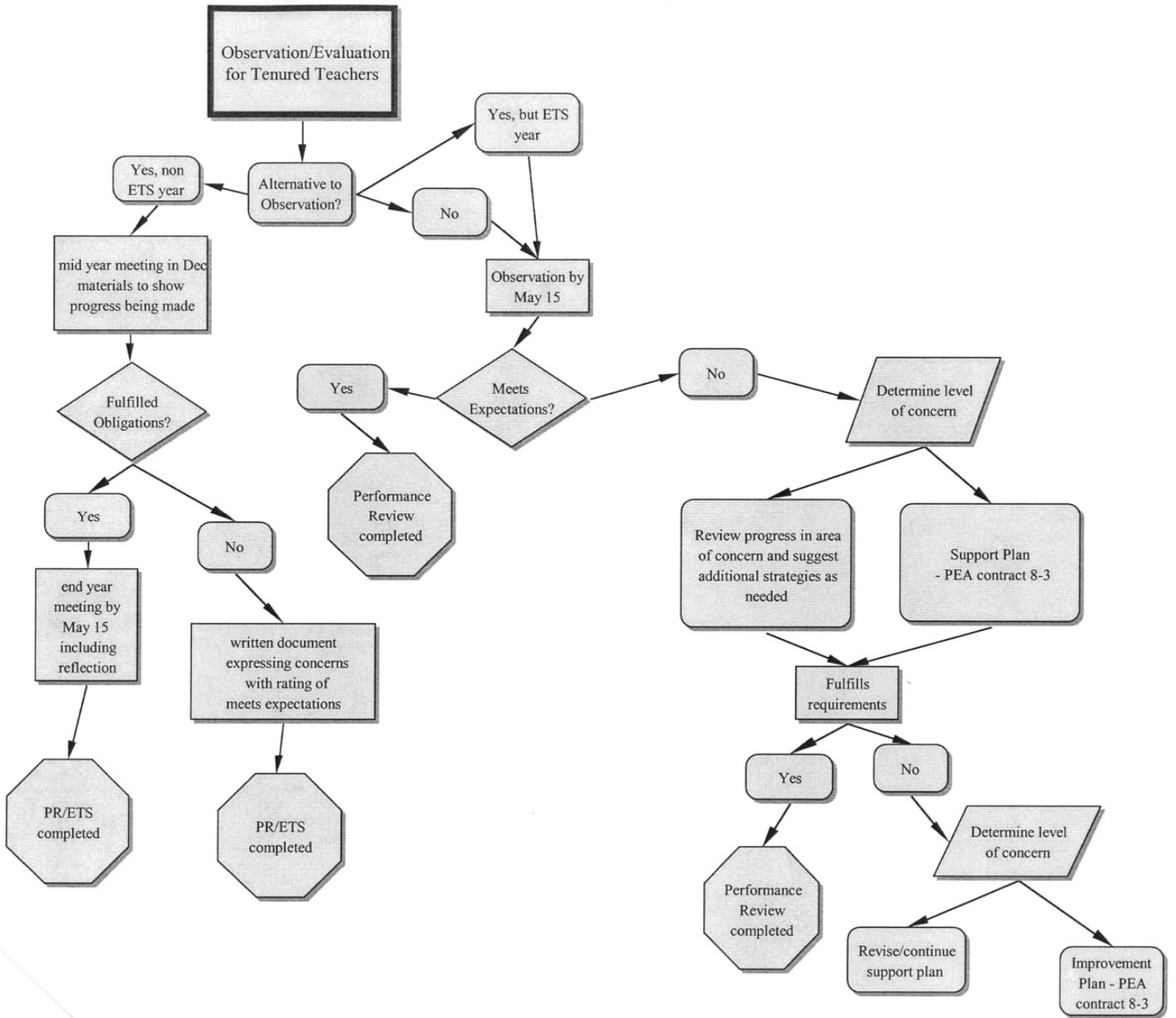
Date \_\_\_\_\_

**The Plan is to be reviewed by the end of the subsequent semester following its implementation. Please check the appropriate box:**     Plan Complete                       Plan Continued                       New Plan

## APPENDIX B



# APPENDIX C





**APPENDIX D**

**PEA PERSONAL DAYS NOTIFICATION FORM**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

In accordance with Section 9-7 of the collective bargaining agreement, I am submitting 24-hour notification that I will utilize personal day(s) to be taken on \_\_\_\_\_ for the purpose of conducting personal business which cannot be conducted outside of my regularly scheduled working hours.

Personal days are not intended as vacation days. Personal days may be taken in full-day, half-day or quarter-day increments. Two (2) days may be taken without giving a reason, but not before or after a holiday or recess period. The other day shall be granted only for one of the following reasons:

- a) Formal legal proceedings
- b) Ceremonies: graduation of unit member, spouse, or child; participant in a wedding ceremony; participant in religious ceremonies
- c) Education: required educational examinations; attending educational visits by parents to colleges, professional advancement
- d) Honors and awards: ceremonies involving the unit member or immediate family
- e) Handling home emergencies
- f) Assisting a parent or other dependent with care, legal matters, housing arrangements
- g) Attending parent conferences or other meetings for school-age children

My signature below attests that the personal day(s) noted above are not being taken for reasons other than those allowable by contractual agreement.

**Please check the appropriate box below:**

Personal Day     Emergency Day     Extra Personal Day  
*(Please convert 1 sick day)*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Asst. Superintendent for Human Resources

\_\_\_\_\_  
Date

Upon completion, forward form to Human Resources for approval and distribution as follows:

Original:    Employee

Cc:    Payroll, Principal

**APPENDIX E**

**PENFIELD CENTRAL SCHOOL DISTRICT  
DISTRICT LEADERSHIP EVALUATION FORM**

**Name:**

**Leadership Position:** K-12 Dept. Chair  H.S. Dept Chair  Facilitator

**Coordinator**

---

**OVERALL RATING**

**Satisfactory**

**Unsatisfactory**

**MANAGEMENT OF RESOURCES**

**Accurate and timely record keeping i.e. agendas, minutes Departmental budgeting (if applicable)**

**Additional Comments:**

**VISION AND GOAL SETTING**

**Communicates and builds support with vision Sets and achieves challenging goals for the building, department, or curriculum**

**Additional Comments:**

**STAFF DEVELOPMENT**

**Regularly and appropriately uses achievement and/other data to develop and Recommend staff development activities Interacts with teachers as adult, professional learners**

**Additional Comments:**

