

Stephen J. Kenny, Ed. D. Assistant Superintendent for HR P.O. Box 900, Penfield, NY 14526 Phone: (585) 249-5709 FAX: (585) 248-8412

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE PENFIELD CENTRAL SCHOOL DISTRICT AND THE PENFIELD EDUCATION ASSOCIATION

WHEREAS, the Penfield Central School District ("District") and the Penfield Education Association ("Association") are parties to a collective bargaining agreement ("CBA") with a term of July 1, 2022 through June 30, 2026;

WHEREAS, the District and the Association believe it is in their mutual best interests to modify the terms of their July 1, 2022 to June 30, 2026 collectively negotiated agreement ("Agreement") as it relates to compensation;

NOW, THEREFORE, for good and sufficient consideration the District and Association agree as follows:

- 1. Article V., Salaries, of the CBA between the parties is silent on the rate of compensation for unit members who facilitate restorative re-engagement meetings.
- 2. As a result, Section 5-18. RESTORATIVE MEETING FACILITATORS will be added to Article V. Salaries.
- 3. The new section 5-18 will be added to the successor agreement and read as follows:
 - A PEA member who voluntarily facilitates and/or makes preparations for an approved restorative re-engagement meeting will be compensated at the rate of \$25.00. The unit member must engage in the planning for and/or the facilitating of the restorative reengagement meeting during their regular contractual workday, as referenced in Section 7-2, during their planning period or during their unpaid lunch time. PEA members must be formally trained to facilitate the restorative re-engagement meetings to be eligible to plan or facilitate the restorative meeting. PEA members must receive written preapproval from the Building Principal/designee to facilitate the re-engagement meeting or prepare for the meeting. The District retains the complete and unfettered discretion to pre-approve restorative conversations. The Superintendent/designee will proactively identify reengagement meetings that meet the requirements of the Code of Conduct in advance of any meeting.
- **4.** Any and all other terms of the CBA between the District and Association not addressed herein will remain in full force and effect.

- 5. Both parties have had the opportunity to have a representative or attorney of their choice review the agreement.
- 6. Both parties enter this agreement freely, voluntarily and without coercion.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date set forth below:

September <u>29</u>, 2023

Dr. Thomas Putnam, Superintendent of Schools, Penfield Central School District

September 29, 2023

Mr. Robert Young, President, Penfield Education Association