
PITTSFORD CENTRAL SCHOOL

PITTSFORD, NEW YORK

AGREEMENT BETWEEN

BOARD OF EDUCATION

and

PITTSFORD DISTRICT ADMINISTRATORS' ASSOCIATION



JULY 1, 2020 to JUNE 30, 2024

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RECOGNITION

It is recognized and understood that the **Pittsford District Administrators' Association** (hereafter referred to as the Association) shall exclusively represent all administrators in determining the provisions of this agreement. The provisions contained in this agreement shall be in effect for those persons designated by the Board as administration or supervisory staff and shall include the following:

ADMINISTRATIVE POSITIONS

SALARY CATEGORY

High School Principals Middle School Principals	A
Elementary Principals Director of Athletics Director of Special Education Director of Student Services Director of Technology	B
Secondary Assistant Principals CSE Coordinator Coordinator of Technology	C
Elementary Assistant Principals	D

In granting this recognition, the Board has specifically reserved its right to make application to the Public Employment Relations Board to have any or all of the employees and positions included within this negotiating unit declared to be managerial and/or confidential within the meaning of the New York State Public Employees Fair Employment Act, as amended.

1 ADMINISTRATIVE STATION

Every member of the administrative staff shall be at work according to the schedule established by the Superintendent of Schools.

2 LEAVES OF ABSENCE

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

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

2-1-1 The Board of Education shall grant eleven month employees thirteen days annually; twelve month employees shall be granted fourteen days annually.

2-1-2 Any unused portion of such leave of absence shall accumulate over the years until 220 days have accumulated for eleven month employees; and 240 days for twelve month employees.

2-1-3 No sick leave deduction shall be made for absences resulting from injuries caused by an assault or an accident occurring while performing assigned duties for a period up to one year provided that the employee has not been negligent.

2-2 Prolonged Illness Income Protection

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

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

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

2-2-4 Upon reaching the 16th consecutive day of any continuous illness, the regular cumulative leave days previously used for that illness shall be restored to personal sick leave and charged against prolonged illness days.

2-3 Child Care Leave

2-3-1 Each administrator shall be granted child care leave in conjunction with the birth or adoption of a child without pay upon application for a period not to exceed four full semesters.

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

2-3-3 The administrator must submit a written notification of intention to return to work to the Human Resources Office at least 6 months prior to the date of expected return.

2-4 Professional Leave

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

2-5 Personal Leave – Without Deduction from Sick Leave

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

- | | |
|--|-------------|
| 1. Bereavement days for the immediate family which include spouse, parent, son, daughter, brother, sister or a relative residing in the household. | 5 days |
| 2. Subpoena and other legal | As required |
| 3. Jury Duty | As required |
| 4. Quarantine by Health Bureau | As required |
| 5. Religious observance | 2 days |

2-6 Personal Leave – With Deduction from Sick Leave

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

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

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

3 INSURANCE PROGRAMS

3-1 Health Insurance

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

3-1-2 All active administrators covered by this agreement who were enrolled in district health insurance prior to July, 2012 shall pay 10% of the premium cost of the RASHP II Value policy. Any administrator who elects coverage in the RASHP II Select or Blue Million policy shall pay the difference in cost of the district's contribution to the Value plan (90% of the Value premium) and the cost of the Select or Blue Million policy

3-1-3 For all administrators subscribing to district health insurance for the first time on or after July 1 2012, the administrator shall pay 15% of the premium for RASHP II Value. In the event that the employee elects coverage through RASHP II Select or Blue Cross/Blue Shield Blue Million, the employee will pay the difference between the cost of the plan selected and the District's 85% contribution for the RASHP II Value policy.

- 3-1-4 For administrators who retired on or before June 30, 1996 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, the Board shall pay 100% of the premium costs, provided the administrator has accrued a minimum of 10 years of service preceding the normal retirement date. For all part time staff of .5 or more, years of service shall be awarded on a prorated basis. For administrators who retire on or before June 30, 1996, the Board shall continue to reimburse the retiree the cost of such coverage. If the retiree elects coverage through Blue Million, the retiree is responsible for 10% of the premium cost.
- 3-1-5 **Retirements effective between July 1, 1996 and June 30, 2010:**
For administrators retiring on or after July 1, 1996 who enrolled in District Health Insurance prior to July 1, 2007, and who retired through the New York State Teachers' Retirement System or the New York State Employees' Retirement System, the Board will continue to pay 100% of the premium cost for RASHP II Select or Value for the retiree provided the administrator has accrued a minimum of 5 years of service preceding the normal retirement date. If the retiree elects coverage through Blue Million, the retiree is responsible for 10% of the premium cost.
- 3-1-6 **Retirements effective after June 30, 2010:**
For those administrators who have enrolled in the District's Health Insurance pursuant to Section 3-1-2 or 3-1-3, and retire from the District through the New York State Teachers' Retirement System or the New York State Employees' Retirement System on or after July 1, 2012, provided the administrator has a minimum of 5 years of service preceding the normal retirement date, the Board will continue to pay its portion of health insurance benefits as set forth in sections 3-1-2 and 3-1-3 respectively.
- 3-1-7 **Enrollment**
Active administrators may enroll in the District's Health Insurance plan only during district-wide open enrollment periods; with the exception of a qualifying event. Administrators that retire without District Health Insurance, may not opt in.
- 3-1-8 The Board shall extend coverage to the spouse and dependent children of a deceased full-time or part-time eligible employee until remarriage or becoming otherwise insured.
- 3-1-9 The District shall have the right to offer all health care plans in the Rochester Area School Health Plan II (RASHP II) or successor organization. RASHP II Value or equivalent shall remain the base plan.
- 3-2 **Life Insurance**
The Board shall provide at no cost to the administrator a \$240,000 term life insurance policy including a double indemnity provision for accidental death. Retirees between the ages of 55 and 65, after 5 years of service with the District, may continue a \$120,000 group life insurance policy, including a double indemnity provision for accidental death, at district expense.
- 3-3 **Long-Term Disability Insurance**
- 3-3-1 The Board of Education shall provide each full time administrator long-term disability insurance at no cost to the administrator. The new employee waiting period is 30 days. The waiting period for benefits is 90 days from the date of disability or the expiration of sick leave whichever occurs last. The plan provides coverage for disabilities due to mental and nervous disorders, as well as physical disabilities, for those who are active employees.
- 3-3-2 The monthly benefit shall be 66 2/3% of salary, with a maximum benefit of \$9,000 per month.
- 3-4 **Dental Insurance**
- 3-4-1 The Board shall provide dental insurance for all regularly assigned employees who work half time or more.
- 3-4-2 The dental coverage provided shall be the Blue Shield Smile Saver Program Option IV or a plan with like coverage.

- 3-4-3 The Board shall pay the total premium for all eligible employees including those on Sabbatical Leaves of Absence.
- 3-4-4 When both husband and wife are employed by the District they may not individually elect family contracts. When both husband and wife are employed in the District and have children under 19 years of age, one may elect a single contract and the other may elect a family contract. When both husband and wife are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 19 may elect family coverage.

3-5 Flexible Benefits

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

4 COURT ATTENDANCE

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

5 PAY CALCULATIONS

- 5-1 When it is necessary to calculate pay deductions for absence, the daily reduction shall be one two-hundred fortieth (1/240) of the yearly pay for persons working on an annual basis, one two-hundred twenty-fifth (1/225) for those serving on an eleven month basis and who are Category C employees, and one two-hundred and twentieth (1/220) for those serving on an eleven month basis and who are Category D employees.
- 5-2 At termination from employment with the District due to resignation or retirement, providing that such payments are otherwise unencumbered, a twelve-month administrator will receive reimbursement for unused vacation days at a rate of one two-hundred fortieth (1/240) of their annual salary at the time of resignation or retirement.

6 TRANSFER OF ADMINISTRATORS TO OTHER POSITIONS

The Board may transfer administrators within their area(s) of tenure from one administrative position to another upon the recommendation of the Superintendent of Schools. Thirty days notice of the intended transfer must be provided.

7 EXTRACURRICULAR ASSIGNMENTS

The Superintendent may assign extracurricular duties when deemed necessary. When assigned, the level of pay will be at the level provided for in the agreement with the Teachers' Association.

8

VACATION ALLOWANCE

8-1 Twelve-month administrators shall receive vacation days based on the following schedule:

At 0 to 5 years	of administrative service	- 20 days
At 6 years	of administrative service	- 21 days
At 7 years	of administrative service	- 22 days
At 8 years	of administrative service	- 23 days
At 9 years	of administrative service	- 24 days
At 10 years	of administrative service	- 25 days
At 11 to 25 years	of administrative service	- 25 days
At 26 years	of administrative service	- 26 days
At 27 years	of administrative service	- 27 days
At 28 years	of administrative service	- 28 days
At 29 years	of administrative service	- 29 days
At 30 years and beyond	of administrative service	- 30 days

8-2 Vacations shall be based upon total years of administrative experience. Administrators appointed to twelve month positions subsequent to July 1, 1982 shall be granted a vacation allowance determined by the Superintendent at the time of employment. In no event shall the allowance be less than 20 days per year.

8-3 Vacation time shall be computed from July 1 to June 30 of each year. Those serving less than a full year shall receive a prorated number of days.

8-4 Up to 25 days of vacation time may be accrued and carried forward to the new year. Additional days may be carried forward on an exception basis upon the approval of the Superintendent.

8-5 Administrative personnel shall be on duty when school is in session except having given reasonable notice to the Superintendent of Schools prior to taking any vacations.

8-6 Personnel who terminate their employment shall reimburse the District for vacation days taken beyond those allowed.

8-7 Administrators shall request the use of vacation days and personal days by submitting the appropriate form to the Superintendent.

8-8 Accumulated vacation time shall be paid when an administrator leaves the District. If the departure occurs during a school year, vacation time shall be prorated.

8-9 All twelve month administrators covered by this agreement may opt for a payment of one two-hundred fortieth (1/240th) of annual salary for up to five (5) unused vacation days for the current school year. The administrator will inform the Human Resources Office of the intent to do so no later than May 15th of the school year in which the payment is requested. The payment shall be part of the final payroll for that school year.

9 **ADMINISTRATORS' WORK YEAR**

9-1 The administrators' work year shall be as follows:

11 month employees at Salary Category C*	-	225 days less 13 holidays
11 month employees at Salary Category D**	-	220 days less 13 holidays
12 month employees	-	260 days less 13 holidays, less paid vacation

9-2 The thirteen paid holidays are the following: Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, December 25, New Year's Day, Presidents' Day, Memorial Day and Martin Luther King Jr. Day. Two additional days shall be granted when school is not in session to be determined by the Superintendent and the Association President.

9-3 *In the event that 11-month employees hired at Salary Category C (as defined in section 18-1) are requested to work beyond 225 days, they shall be compensated at the rate of 1/225th of their annual salary for each day worked. Under extenuating circumstances, the Superintendent may approve work days to exceed 225 days.

9-4 **In the event that 11-month employees hired at salary Level D (as defined in section 18-1) are requested to work beyond 220 days, they shall be compensated at the rate of 1/220th of their annual salary for each day worked.

10 **PROFESSIONAL DEVELOPMENT PROVISIONS**

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

10-1 **Organizational Dues**

Administrators shall be reimbursed for job related professional association dues up to \$300 annually. Reimbursement shall be claimed by submitting to the Business Office a claim form with proof of payment attached.

10-2 **Payments for Graduate Work**

10-2-1 An administrator with three years of full time District experience or holding permanent or professional certification for the position held shall be eligible for full reimbursement for 9 hours of graduate study during each fiscal year, provided the individual earns a "B" or better in the course(s).

10-2-2 Tuition reimbursement for undergraduate courses will be considered upon application when they are appropriate to new programs and not available on the graduate level.

10-2-3 To claim tuition reimbursement, the administrator must have prior approval and submit proof of payment to the Human Resources Office along with evidence of successful completion of the course as specified in section 10-3-1.

10-2-4 All association members, who are enrolled in a doctoral degree program and receive tuition reimbursement from the Pittsford Central School District, shall agree to reimburse the district for 50% of the tuition payments received if they leave the District within two (2) years of receipt of the terminal degree. This clause shall apply to any administrator receiving such degree subsequent to July 1, 2010.

10-3 **Induction**

The District will provide orientation and mentoring for newly hired administrators.

11 **ADMINISTRATIVE APPOINTMENTS**

Administrative appointments shall be approved as far in advance of the opening as possible so that sufficient time is allowed for orientation. When a new facility is opened, the new principal should be selected early enough to participate in planning for the new school year.

12 **JOB ELIMINATION**

In the event that the District is considering the elimination of any administrative position, the Association will be notified in writing. Such notice shall be no fewer than thirty (30) calendar days before the proposed elimination is presented to the Board of Education for decision. Following that notice, the Board will, if requested by the Association, meet to discuss the eliminations with representatives of the Association. Those discussions will include, but not be limited to, possible alternatives to the elimination. In the event that the Board acts to eliminate an administrative position, it is the intent of the Board to continue employment of the administrator within the restrictions of certification, tenure, and other legal requirements. The Board shall provide health, life and disability insurance to administrators terminated due to job elimination for a period of 180 days after termination.

13 **PROFESSIONAL LIABILITY INSURANCE**

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

14 **REIMBURSEMENT FOR PERSONAL LOSS**

14-1 The District shall reimburse employees for the reasonable cost of replacing dentures, eyeglasses, hearing aids, or similar bodily appurtenances damaged, destroyed, or lost as the result of an assault or accident sustained by the employee while acting in the discharge of assigned duties, provided the employee has not been negligent.

14-2 The District may reimburse costs resulting from vandalism to an employee's automobile or other personal property after the application of any insurance coverage, up to a maximum of \$250, provided the loss is work related and occurs on school property. The determination of eligibility for this reimbursement shall be made by the Superintendent or his designee.

15 **CHILDREN OF NON-RESIDENT STAFF**

15-1 Children of non-resident administrative staff shall be allowed to enroll in the Pittsford Central Schools.

15-2 Children of non-resident administrative staff shall be assigned to buildings by the Superintendent or his/her designee.

15-3 Tuition payment shall be made for each child amounting to the actual costs less any state aid received. One half of the total payment shall be made 10 days prior to the start of each semester.

16 **EMPLOYEE ASSISTANCE PLAN**

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

17 **MILEAGE REIMBURSEMENT**

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

18 **SALARY RANGES**

18-1 The following salary ranges shall be established as a hiring schedule for 2012-2016 as follows:

Level	Low	High
A	\$104,000	\$134,000
B	\$94,000	\$124,000
C	\$75,000	\$100,000
D	\$70,000	\$90,000

Level A High School Principals, Middle School Principals

Level B Elementary Principals, Directors of Athletics, Technology, Student Services, Special Education

Level C Secondary Assistant Principals, CSE Coordinator, Coordinator of Technology

Level D Elementary Assistant Principals

18-2 The salary highs shall not limit salary increases for individuals that would otherwise be provided by this Agreement. Individuals may be hired outside the ranges.

18-3 Individuals currently earning below the low range shall be moved within the low range during this agreement.

19 **COMPENSATION**

19-1 For the 2020-2021, 2021-2022, 2022-2023 and 2023-2024 school years the salary increase shall be 3.2% over the prior year's salary.

19-2 An additional sum of monies shall be provided each administrator in each year of this agreement of \$4,657. These monies may be used for tax sheltered annuities or for other benefits of choice as determined by the administrator.

20 **CAREER AWARD**

20-1 **Eligibility**

20-1-1 Administrators who have been employed in Pittsford 5 full time years immediately preceding retirement and who retire through the NYS Teachers' Retirement System and/or the Federal Social Security System shall be eligible for this benefit.

20-1-2 For an administrator to be eligible for the Career Award, an irrevocable letter of resignation for retirement purposes must be submitted to the district and accepted by the Board of Education six (6) months prior to the retirement date.

20-2 **Computation of Entitlement**

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

20-3 **Payment**

The maximum amount for retirement shall be \$35,000. Payment will be made in one lump sum during the month of July to a qualified 403(b) plan, as allowed by law.

20-4 Because eleven month administrators do not accrue vacation days, they shall be granted an additional amount of \$500 for each year of service up to a total amount of \$6000.

20-5 The Superintendent, with Board of Education approval, may make individual arrangements with administrators prior to age 55.

21 **CONSULTATION**

21-1 The Board of Education will actively involve the Pittsford District Administrators' Association officers in decisions to amend or alter the provisions of this agreement.

21-2 The Board will seek the counsel and advice of appropriate administrative personnel prior to concluding agreements with the Pittsford District Teachers' Association on items that require administrative implementation.

22 **EVALUATION**

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

22-1 Evaluation of Principals: Evaluation of principals will be negotiated with Superintendent and PDAA consistent with commissioner regulations.

22-2 Evaluation of administrators other than principals: All administrators not subject to the mandated NYS APPR covered by this agreement shall be evaluated based on the ISLLC 2008 standards using an evaluation instrument agreed to by PDAA and the Superintendent.

22-2-1 Written goals to be mutually agreed upon by the administrator and his/her immediate supervisor.

22-2-2 A minimum of two conferences with the supervisor shall be completed.

22-2-3 A written final evaluation for each administrator shall be completed annually as agreed to by the supervisor and the administrator.

22-3 A separate APPR plan shall be created and annually updated by mutual agreement of the Superintendent and the Association. This plan will provide additional procedural details regarding the

process and specific evaluation instrument(s) to be used. This plan will address the evaluation plan(s) for all Association members

23 **SMOKE-FREE WORK ENVIRONMENT**

No employee shall smoke on school property or school grounds.

24 **PROFESSIONAL STANDARDS FOR ADMINISTRATORS**

24-1 The Administrative staff will support the Professional Standards for Administrators.

24-2 The Professional Standards for Administrators defines expectations for administrators of the Pittsford Central School District. They reflect Pittsford's commitment to the education and success of each student and to the district tradition of academic excellence. These Standards will outline components of professional practice. It is the intent that these Standards enhance the profession by clearly defining and communicating professional expectations and by promoting accountability for all administrators in the district.

25 **GRIEVANCE PROCEDURES FOR ADMINISTRATORS**

25-1 **Purpose**

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

25-2 **Definitions**

25-2-1 **Employee**

This term shall mean any employee designated by the Board as an administrator and covered by this agreement.

25-2-2 **Chief Administrator**

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

25-2-3 **Immediate Supervisor**

This term shall be used for any person directly responsible for, or exercising any degree of evaluation and/or regulation of, or authority over another employee.

25-2-4 **Day**

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

25-2-5 **Representative**

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

25-2-6 **Association**

This shall mean the Pittsford District Administrators' Association.

25-2-7 **Grievance**

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

25-3 Basic Principles

25-3-1 An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

25-3-2 An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.

25-3-3 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

25-3-4 No hearings shall be open to the public.

25-3-5 It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and make determination within the authority delegated to him within the time specified in these procedures.

25-3-6 All grievances must be presented in written form except at the informal stage. All grievances shall include the name and position of the aggrieved party, the provision of the agreement allegedly violated, the time when and place where the alleged events or conditions contributing the grievance existed, the identity of the party responsible for causing the events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

25-3-7 All persons who have filed a grievance under these procedures shall be entitled to be present with a representative of their own choosing, at any hearing held on the said grievance.

25-3-8 Unless a grievance is filed at Stage 1 within the time limit specified, the grievance will be deemed time-barred and waived. Other time limits in the procedure may be extended only by mutual written agreement.

25-3-9 If the grievant fails to appeal the disposition of the grievance to the next step of the grievance procedure within the time limit specified, the grievance shall be deemed to have been resolved on the basis of the last disposition and further appeal shall be barred.

25-3-10 Failure by the District at any stage in the grievance procedure to communicate a decision to the grievant within the specified time limits shall permit the grievant to lodge an appeal at the next stage within the time which would have been permitted had the District's decision been timely communicated on the last day of the applicable stage.

25-4 Procedures

25-4-1 Stage 1 - Supervisor - Informal

The employee shall first discuss the grievance with the immediate supervisor. The initial discussion shall take place no later than 30 days from the date the staff member knew of the act or condition upon which the grievance is based. Within five days from the initial discussion the immediate supervisor should notify the employee and the Association of the disposition of the grievance.

25-4-2 Stage 2 - Supervisor - Formal

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

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

25-4-3 Stage 3 - Chief Administrator

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

25-4-4 Stage 4 - Board Review

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

- a) The aggrieved party shall submit to the Board with the notice of appeal, all written statements and records of the grievance.
- b) In not less than 10 school days from the date of receipt of the appeal, the Board shall call a hearing at a time and date specified. The hearing shall be held not less than 15 school days from the date of the receipt of the appeal.
- c) The aggrieved party and any representative is entitled to be heard at such hearing.
- d) No further information, other than included in the record, shall be submitted to the Board at the hearing.

- e) Not more than 5 school days from the date of the completion of the hearing, the Board shall render its written determination and mail a copy to the aggrieved party.

25-4-5 Stage 5 - Binding Arbitration

- a) If the aggrieved party and the Association are not satisfied with the decision rendered at Stage 3 for contractual issues or Stage 4 for Board Policy issues, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Chief Administrator within 15 days of the decision at the appropriate stage.
- b) Within five days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator, and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- c) The selected arbitrator shall hear the matter promptly and shall issue a decision not later than 14 days from the date of the close of the hearing, or if oral hearings have been waived, from the date the final statements and proofs are submitted for review. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion on the issues.
- d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
- e) The decision of the arbitrator shall be final and binding upon all parties.
- f) The costs for the services of the arbitrator, including expenses if any, will be borne equally by the Board and by the Association.

26 **DURATION OF CONTRACT**

This agreement shall be effective as of July 1, 2020 and shall continue in effect through June 30, 2024.

**PITTSFORD DISTRICT
ADMINISTRATORS ASSOCIATION**

**PITTSFORD CENTRAL
SCHOOL DISTRICT**

By *D. Clark*
PRESIDENT

By *Michael A. [Signature]*
SUPERINTENDENT

Date 2/3/2020

Date 2/3/2020

APPENDIX A: Domestic Partner Affidavit
PITTSFORD CENTRAL SCHOOL DISTRICT
DOMESTIC PARTNER AFFIDAVIT

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

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

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

Dated: _____

Employee Signature

Print Name

Sworn to before me this _____ day of _____, 20____

Notary Public

Dated: _____

Domestic Partner Signature

Print Name

Sworn to before me this _____ day of
_____, 20____

Notary Public

