

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PIONEER CENTRAL SCHOOL

AND

PIONEER FACULTY ASSOCIATION

EFFECTIVE JULY 1, 2022

AND

TERMINATING JUNE 30, 2027

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SECTION 1

PREAMBLE

- 1.1 In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Pioneer Central School District Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Pioneer Faculty Association (hereinafter referred to as the "Association"), the Board and the Association hereby adopt the following:

REQUIRED PROVISION

- 1.2 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 2

RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all the professional teaching staff, Nurses, Occupational Therapists and Social Workers (LMSW and LCSW), (excluding the Chief School Administrator, Assistant Chief School administrator, Business Manager, Secondary Principals, Elementary Principals, Assistant Principals, Directors, Supervisors, School District Treasurer, School District Clerk, teaching assistants, and casual and temporary employees other than long-term substitutes) for the purpose of negotiations on such matters of mutual concern as salaries, wages, hours, and other terms and conditions of employment. The length of recognition is defined in the Taylor Law, Section 208.
- 2.2 As used in paragraph 2.1 of the Agreement, "long-term substitute" means a teacher who is hired to replace a teacher who is expected to be on a leave of absence for one (1) full semester or more. Such a teacher shall be entitled to all the benefits of this Agreement except those provided in the following provisions which shall have no application to such a teacher: paragraph 5.9; paragraph 6.2 as it relates to payments during July and August; Section 6.3; Section 8; Section 12; paragraph 17.3; Section 20 (except that paragraph 20.2 shall apply to such a teacher); Section 21; Section 22; Appendix A. A long-term substitute shall be entitled to sick leave at the rate of one (1) day for each month worked and must provide a Medical Report after five (5) consecutive days of absence which shall include a statement by the doctor that the teacher is able to continue in his/her present teaching assignment. If such a long-term substitute is subsequently appointed as a probationary teacher without a break in service other than a School recess, any sick leave days which he/she had not used as of the end of his/her long-term substitute service shall be counted toward the accumulation allowed by paragraph 20.1 (a) of this Agreement. A long-term substitute shall not be hired at less than the salary rate required by Appendix A for a teacher with a Bachelor's Degree in his/her first year of teaching.

In the case of a teacher who is not expected to be absent for one full semester or more, whose leave is subsequently extended so that it is one full semester or more, the substitute who is hired to replace the teacher is not entitled to any retro-active adjustment to salary or benefits. In the event such a leave extension occurs, the District may then repost the position and appoint a long-term substitute.

SECTION 3

NEGOTIATION PROCEDURES

3.1 Meetings.

Upon a written request of representatives of either party submitted not later than March 15th of the final School year of the Agreement for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. At or before this meeting, the parties will exchange their written Proposals for a new Agreement. All subsequent meetings will be arranged at times mutually agreed upon by the representatives of the two (2) teams.

3.2 Procedures. There shall be an exchange of facts, opinions, resource materials, and information necessary to reach mutual understanding and agreements. Any publicity releases will be prepared jointly before impasse is declared. When consensus is reached on all items, the proposed Agreement shall be reduced to writing as a memorandum of understanding and submitted to the parties for ratification.

SECTION 4

ROLES AND RESPONSIBILITIES

The professional staff include the Superintendent, administrators, and teachers. Together, they have the responsibility of providing the best possible education for the District.

- 4.1 The Board is the elected body of representatives of the District. It is vested by law with final responsibility for management of the District and cannot reduce or delegate its legal responsibilities.
- 4.2 The Superintendent serves the Board as Chief Executive of the School system.
- 4.3 The Principal is responsible for the educational program and management of his/her building.
- 4.4 The Teacher is any person employed in a position in the negotiating unit described in Section 2.1 of this Agreement.
- 4.5 The Substitute Teacher is a qualified individual employed in the absence of the regular teacher.

SECTION 5

TEACHER ASSOCIATION AND BOARD RIGHTS

- 5.1 Meetings between Association Representatives, Principals, Superintendent and Board.
- (a) The Principal and Building Representative of the Association shall meet at the request of either party as necessary during the School year to review and discuss local building problems and practices with respect to this Agreement. Any such meetings may be canceled or adjourned by mutual consent.
 - (b) The Superintendent, Association Representative(s) and one or more Board Members shall meet at the request of either party as necessary during the School year to discuss current School problems, practices and administration of this Agreement. Any such meetings may be canceled or adjourned by mutual consent.
 - (c) The tentative schedule of future meetings will be determined at the first meeting.
- 5.2 The Board, upon request of the Association, will grant to the Association a place on the agenda as early as possible. The items to be discussed shall be submitted in writing at least one (1) week prior to Board Meeting.
- 5.3 The Principal may give the Association an opportunity at Building Faculty Meetings to present brief reports and announcements.
- 5.4 The Board, through the Superintendent, upon one (1) week's prior written request, may grant to the Association permission to use School buildings, facilities, and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular School program and provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefore. All costs of materials shall be charged to the Association.
- 5.5 The Association may be granted permission by the Board through the Superintendent to post Notices of its activities and matters of Association concern on Faculty Room Bulletin Boards, the Daily Bulletin, and in teachers' mailboxes for communication to teachers in accordance with present policy.
- 5.6 Every reasonable effort should be put forth by the Board, the administration and the teachers to improve levels, efficiency, and productivity of educational and teaching processes. The parties shall continue to review, study and effectuate improved teaching methods, plans, programs, projects, curricula, and other innovative means to improve Schools and education and training of students. The parties shall continue to participate, when and where feasible and practicable, with governmental units and agencies - Local, State or Federal - in such innovative means as they deem necessary to accomplish the improved qualities of education.

5.7 (a) **Subcontracting.**

Prior to the implementations of any subcontracting the Association will be invited to discuss the impact of such innovations and will further be invited to participate in planning and organizing of such programs.

(b) **Other Innovative Practices.**

Prior to the implementation of any innovative practices within the system, the impact will be discussed with the Association and any interested staff members.

(c) Nothing in this paragraph 5.7 shall preclude the District, at its discretion, from taking such steps as are legal and necessary to begin implementation of any aforementioned innovation during the prescribed discussions; provided, however, that such implementation shall not be violative of any terms of this Agreement and such implementation shall be adjusted in compliance with any final agreement of the prescribed discussions.

5.8 **Right to Join or Not to Join.**

It is further recognized that teachers have the right to join, or not to join, the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

5.9 **Attendance at Association Conferences and Association Business.**

The District will allow ten (10) days (as a total for the entire negotiating unit) of leave for each School year for use by one (1) or more unit members designated by the Association President to attend the New York State United Teachers Representative Assembly and for workshops or conferences sponsored by organizations which the Association is affiliated or for carrying out other Association business. Such days may be used in whole or in half days provided, however, that prior notice of half day usage must be given at the time of the notice requested described below. The names of unit members so designated shall be given to the Superintendent in writing at least two (2) weeks in advance of the requested day of leave whenever practicable, but in no case less than three (3) School days prior to the requested day of leave. Such leave days shall be without loss of pay to the teachers involved, but the Association must reimburse the District for the cost of substitutes hired for the ninth (9th) and tenth (10th) day.

- 5.10 The District will allow four days per month (as a total for the entire negotiating unit) to be used by Association officers to meet with the Superintendent or his/her designee for meetings mutually scheduled by the Association President and the Superintendent to discuss District and/or Association concerns.
- 5.11 When a new unit member is hired, the Association shall be provided by the District with the name, address and assignment at the time the unit member is notified by a copy of such notice to the Association.
- 5.12 The District will allow one (1) day (as a total for the entire negotiating unit) of leave for each School year for the District's retirement delegate to attend the annual Retirement Convention.
- 5.13 The Grievant involved in a Grievance submitted to Arbitration shall be released to attend the Arbitration Hearing. Other unit member witnesses will be excused as needed upon prior notice to the respective Building Principal. Such notice to the Building Principal shall be as early as possible, but at least three (3) days prior to the Hearing. Unit members involved in the Hearing shall return to class in a reasonable amount of time after their involvement in the Hearing is concluded.

SECTION 6

SALARY AND COMPENSATION

- 6.1 Unit members shall be paid their bi-weekly payroll check every two (2) weeks via direct-deposit. The first paycheck shall be on the first scheduled pay date in September and the last paycheck of the School year shall be deposited on the last unit member attendance day, except as otherwise provided in paragraph 6.2. (NOTE: These may be partial pays depending upon the number of days actually worked in this pay period.)
- 6.2 (A) Unit members may elect to have salaries paid on a ten (10) or twelve (12) month basis. If on a twelve (12) month basis, the pay withheld during the year to cover July and August will be paid in one (1) check on the last pay day in June to cover installments for July and August. Election of a ten (10) or twelve (12) month basis shall be made by September 1st and shall remain in effect continuously until a unit member changes it. Such change must be made by September 1st of the year the change goes into effect. The final paycheck will be given upon completion of all records and reports as required by the Building Principal.
- (B) Unit members electing to be 11 month employees, will receive equal payroll checks starting with the 1st payday in August through June 30th. If an employee is paid for more of these days in advance of working them and then leaves the District, the employee will have the days paid in advance deducted from their last pay check.

6.3 **In-Service Hours.**

The District and Association agreed to paying eligible bargaining unit members In-service dollars each year for completion of stated number of hours (seat time). In order to be eligible for In-service dollars, a member must have written approval to take a particular course prior to the beginning of that course.

- (A) A bargaining member who does not earn a total of fifteen hours over a three year period or completes a district offered program during the regular school day i.e. Elements, Cooperative Learning, Classroom Management, etc., would be frozen on their salary step and would not be entitled to increments or salary adjustments until fifteen In-service hours have been completed. Courses taken during the school day will not be eligible for further compensation or stipends. A unit member who fails to complete fifteen (15) In-service hours within three (3) years will remain on step on the salary schedule until 15 hours are completed during the following year.

- (B) In-service activities which qualify under this section shall be established by the Superintendent upon the recommendation of the In-service Board and/or the Teacher Center Policy Board. The In-service Board will consist of one PFA appointee from each building in the District and an equal number of persons appointed by the Superintendent. The In-service Board will appoint one of its members as a chair, and the chair will be rotated among the members of the In-service Board on a yearly basis. Board members may be replaced by the appointing authority (PFA or Superintendent) at any time or may resign at their option. The In-service Board will gather information from all interested unit members. The Board will develop recommendations for programs and/or coordinate offerings from suppliers. The make-up of the In-service activities to be offered must be approved by the Superintendent of Schools. Courses should be related to the unit member's assigned subject area. Courses approved by the In-service board must be pertinent to the professional improvement of the unit member. Additional courses approved by the In-service board will indicate what grade levels and/or departments are eligible to take the courses. It is the responsibility of the unit member to select courses needed to comply with this section prior to being approved for the stipends listed in section 6.3(3) a through d.
- (C) (a) Fifteen (15) hours completed within one year - \$1,800.
- (b) Twenty (20) hours completed within one year - \$2,000.
- (c) Twenty-eight (28) hours completed within one year - \$2,800.
- (d) Three (3) hour graduate level college course related to tenure/assignment area only - \$2,800. Can only be used when professional or permanent certification requirements have previously been completed. Methodology courses are excluded. Three hour course is equivalent to 45 hours "seat" time.
- (e) Courses taken within the school day will not be eligible for in-service credit.
- (f) The District will reimburse member for up to \$100 of the tuition cost of the course(s).
- (g) The bargaining unit member must complete the entire course approved.
- (h) Courses designed by a company to advertise and/or sell their materials are not eligible for the In-service portion of the contract.
- (D) In-service credit will be honored in minimum blocks of three hours and a maximum of 30 hours. The unit member will fill out a request for course approval with an explanation of how it will fit into the unit member program and

can be used to assist in raising the standards for students. At the completion of the course, the unit member will evaluate his/her success in the program and how the course will be implemented into their classroom and professional duties. Unit members who fail to complete the prerequisite forms and follow-up may lose the right to earn the In-service credit associated with this contract.

- (E) Bargaining unit members on unpaid leave of absence of at least 90 work days in a school year will not be eligible for a pay increase (including a pay increase based upon one of the stipends under Section 6.3 of the Collective Bargaining Agreement between Pioneer Central School District and the Pioneer Faculty Association) in the school year following the leave year. A unit member on a leave of absence is not eligible to participate in an in-service stipend program during the actual period of the leave of absence. Approval of course and payment of stipend are subject to the same provisions as stipulated in Section 6.3. If, after receiving approval and taking a course during the "eligible summer", the teacher leaves the employment of the Pioneer Central School District for whatever reason (i.e. resignation, termination), the stipend will not be paid at the end of the school year.
- 6.4 Any unit member who in pursuance of assigned School duties is required to travel from one (1) location to another during the course of a School day and for whom a car is not supplied shall be reimbursed at the current mileage rate approved by the Internal Revenue Service. Travel to and from the unit member's home shall not be included.
- 6.5 The salary schedule listed (see Appendix A) is a base for all members of the unit of representation.
- 6.6 The pay schedule listed (see Appendix D) is for all athletic coaching. All coaches are to be appointed annually by the Board of Education upon the recommendation of the Superintendent.
- 6.7 The pay schedule listed (see Appendix E) is for all co-curricular advisors. All advisors are to be appointed annually by the Board of Education upon the recommendation of the Superintendent.

SECTION 7

MEDICAL EXAMINATION

7.1 **Medical Examination.**

Prior to employment the Board shall require all unit members to provide proof of a medical examination on form provided. The Board may require a medical examination at other times as deemed necessary. The Board shall pay the cost not to exceed the standard fee paid to the School physician.

SECTION 8

QUALIFICATIONS AND ASSIGNMENTS

- 8.1 When interviewing applicants, the Principal may request a Resource Teacher or Grade Chairman, or if none, any certified unit member to meet with the applicant.
- 8.2 Upon the hiring of a new unit member, the President of the Association shall be notified and given the name and address of this unit member.

SECTION 9

TEACHER WORKDAY AND CLASS LOAD

Except in emergencies and instances of staffing necessities, the following paragraphs are hereby adopted:

9.1 Teacher Attendance and Workday

- (a) The number of required teacher attendance days in a School year shall not exceed one hundred eighty-five (185), the first of which shall not be earlier than September 1st except as provided below and the last of which shall not be later than June 30th. When Labor Day falls on September 4th or earlier, the District may schedule up to two (2) teacher attendance days before September 1st. Any teachers' attendance days prior to Labor Day will not be scheduled the Thursday and Friday preceding the weekend before Labor Day.
- (b) In general, the BOCES calendar shall be used as a guide in framing the District's teacher attendance calendar. There shall be two (2) holidays in connection with Memorial Day Holiday (i.e., Memorial Day and one (1) other day). Prior to June 30th of each school year, representatives of the administration and the Association shall jointly work to develop a recommended calendar for the following school year to be presented to the Board of Education. Final determination of the calendar for each school year shall be made by the Board of Education.
- (c) The unit member's workday shall be no longer than 7 hours and 18 minutes at each District building except as otherwise provided in this Agreement. Unit members who have no additional contractual responsibilities are permitted to leave as soon as the busses depart from the District building at the end of the workday. The unit member's workday shall end no later than 3:50 PM except as permitted or required by other provisions of this Agreement. In extenuating circumstances, such as weather, which require students to remain at School, unit members shall remain as needed to supervise the students. Nothing in this paragraph 9.1 shall prohibit having a unit member perform duties at all times outside the maximum workday if such duties are required or permitted by other provisions of this Agreement. When the District requires unit members to work an extended day that is longer than the maximum unit member work day set forth in this section and the unit member is not otherwise compensated, the rate of compensation for those employees who work in A.I.S. programs or provide extra classes shall be 1/1400th of their annual salary for each hour so assigned by the District outside the maximum unit member work day.
- (d) The District may opt to operate not more than three (3) of the 185 contractual teacher attendance days on a flexible time schedule not to exceed the length of a

regular school day. The time must be continuous and not begin earlier than 7:00 a.m. and not extend later than 8:00 p.m. The District agrees to provide unit members with reasonable notice of plans to schedule such a day. Individuals who have scheduled graduate school responsibility will be allowed to attend class.

- (e) Teachers electing the 11th month position will work 15 ½ additional days per school year, working six (6) hours per day plus a half hour duty free lunch during the extra 15 ½ days in conjunction with summer school intervention and/or other activities as agreed by building principal.
- 9.2 Teachers shall not be absent from duty during any part of any School day, except for illness or as otherwise excused by the Principal.
- 9.3 (a) The Association and the Board are dedicated to the concept of quality education and will strive to keep the teacher-student ratio within the State recommendations. It is understood, however, that the Board has to work within a reasonable tax increase yearly, that it is committed to employ certified teachers as far as possible, and that additional teachers will be employed annually to keep pace with enrollment yet commensurate with the availability of space within present buildings.
- (b) The administration will solicit the views and beliefs of the faculty through the Association on matters affecting educational policies and procedures.
- 9.4 Assembly Programs are held for meaningful purposes. Teachers shall attend unless their teaching schedule prevents. The Principal may excuse a teacher who presents a reasonable request.
- 9.5 **Faculty Meetings.**
- (a) Faculty meetings may be held by Principals immediately preceding the student day or following School dismissal so that children will not be deprived of class time. Every reasonable effort will be made to keep such meetings brief and advance notice of such meetings will be given. The Board agrees to have Principals provide agendas at least two (2) days in advance for general faculty meetings in their unit member's building.
 - (b) Faculty meetings called by the Superintendent will follow an early dismissal. Advance notice of such meetings will be given whenever practicable.
 - (c) All teachers are expected to attend meetings, unless excused.
- 9.6 Each teacher shall have daily one (1) thirty (30) minute duty-free lunch period.
- 9.7 Every effort will be made to provide, in each teacher's schedule, forty (40) consecutive minutes of planning time during the student day. In no event, however, shall such

schedule contain less than thirty (30) minutes, except in the case of early student dismissal.

- (a) If the PFA President is in the High School, the District will provide an additional class period (approximately 40 minutes) per day free of classroom instruction and alternative duty assignments. If the President is in the Middle School or an elementary building, the District and PFA President will determine an individual plan to provide equivalent time.

9.8 Flexible Scheduling for Members of the Pioneer Faculty Bargaining Unit.

The Association agrees to support flexible scheduling pilots for bargaining unit members as long as it is on a voluntary basis. The proposed pilot will be reviewed and evaluated at the outset with a presentation to the Association and District representatives.

9.9 Community College Courses.

Community college enrichment courses will be offered at the Pioneer Central High School. These courses can earn both college and high school credit when the course meets New York State Frameworks and curriculum requirements. Community college offerings will be reviewed by faculty members in that department annually. Non-bargaining members will only teach the course after the following criteria has been met. This provision is not to be considered as a waiver of PFA exclusivity.

- (a) The course must be offered to as Association member (approved and credentialed by the credit granting community college) before a nonmember is allowed to teach the course;
- (b) No course will be offered using a non-member under the provision if a qualified/credentialed employee (as in a. above) is available for recall from a PEL, is currently employed at less than full-time or where the use of the non-member could be avoided by shuffling the schedule of credentialed full-time employees and recalling or increasing the FTE of an existing employee.
- (c) The District will not offer more than three courses in any year taught by a non-member. No more than two community college enrichment courses will be offered by non-members in any one department in a single school year.

- 9.10 Teachers may yearly elect to become eleven month employees for the school year between July 1, and June 30th of each year in conjunction with summer school intervention and/or other activities as agreed by the building principal. The teacher must notify his/her principal and Superintendent of this choice via submission of the District's electronic form by March 1st of each year. Teachers electing the 11th month position will work 15 ½ additional days (93 working hours) per school year between July 1, and June 30, working six (6) hours per day plus a half hour duty free lunch during the extra 15 ½ days. Work days/hours will be mutually agreed upon between the teacher and their

supervisor. Compensation for the eleventh month will be based on a percentage of the teacher's total ten-month salary as follows:

2022-2023 and every school year thereafter = 8.0%

The number of eleven month employees shall be limited to no more than 25% of the membership, rounding to the nearest whole person. The current participants in the program and others who have participated in the program will fill the program openings first, followed by others determined by District seniority. No person hired after December 31, 2005 shall be permitted to be an eleven month employee unless they are appointed to a position which requires eleven months service per year.

Employees who have selected the 11 month option will have one week to rescind the 11 month designation. Any opening created by such a rescission will be offered to the next eligible individual on the waiting list, provided that individual has the appropriate certification.

9.11 Summer Work.

All members of the bargaining unit may elect to work up to thirteen (13) days per summer between July 1 and August 25 for six hours per day (not including lunch). The work will be designated by the District and made available by March 1. Unit member selections will be made by March 15. The offer of up to thirteen (13) summer work days shall be made in accordance with the following guidelines: The District shall establish the work and the schedule of work to be performed under this section. The District will indicate the number of unit members needed, the grade level/subject area of eligible participants and the specific days required for the project. Unit members may select the relevant projects they desire to participate in, for up to thirteen (13) summer work days. It is the unit member's discretion as to how many days will be worked on the District-designated projects between one (1) and thirteen (13) days. Once approved for such work, the unit member may choose not to work one (1) or more days, but the District shall not then be obligated to offer additional days or hours. In the event more unit members sign up to participate on a given project than are needed by the District, or if there is not an appropriate match between the grade level/subject area of the unit member and the proposed project, the District may select the person it deems best suited to perform the work and it shall make reasonable efforts to identify suitable alternative projects for non-selected unit members to participate in during the time frame specified for summer work, so that the unit member has the opportunity to work the number of days they asked for, up to thirteen (13) days.

A unit member may also submit a proposal for a collaborative project of one or two summer work days in duration. The proposal shall be oriented toward District educational goals. Such proposals will be evaluated by the In-service Board. The final approval of such proposals is in the sole discretion of the District.

Compensation for each day worked, up to a maximum of thirteen (13) days will be \$240, following submission of appropriate documentation of work performed.

9.12 Summer Instruction

When, in the discretion of the District, instruction for students during the summer is needed, the District shall offer and post summer instruction opportunities. Unit members must indicate their interest in writing to their Building Principal within seven (7) school days to be considered for Summer Instruction. Unit members may only be considered for Summer Instruction opportunities if the unit member has the required certification for the instructional area. Selection of unit members for Summer Instruction opportunities shall be based on: (i) certification to teach the class; (ii) experience in the subject matter (i.e. years teaching the class needed for Summer Instruction); and (iii) attainments of all bargaining unit members who have applied. If all such factors are equal, the district shall select the most senior Summer Instruction bargaining unit member who applied. Compensation for each day worked, fifteen (15) days, will be \$285 following the submission of appropriate documentation of work performed.

SECTION 10

EXTRA-CURRICULAR ACTIVITIES

- 10.1 All activities not a part of the teaching duties shall be classified as extra-curricular and co-curricular. The Board and the Association recognize the value of such activities to the teacher as well as to the student. During normal School days teachers may be expected to sponsor activities related to their subject field and to perform the teaching, teaching-related, and student-supervisory duties essential to the operation of the School program.
- 10.2 All compensation for Timers, Scorekeepers, Chaperones, etc. shall be paid according to the pay schedule in Appendix J. Unit members will not be required to be a timer or announcer for a Junior Varsity event in the same evening as for a Varsity event.
- 10.3 All compensation for extra-curricular and co-curricular activities shall be paid at the completion of the activity according to the pay schedule in Appendices D, E and J.
- 10.4 Teacher participation in extra-curricular activities shall not be a valid consideration for evaluating teacher classroom performance.
- 10.5 All vacancies for extra-curricular positions shall be posted in accordance with paragraph 12.5 for any interested teachers to apply for the positions.
- 10.6 Each teacher (other than the related activity advisor) participating in a field trip that is an extension of their academic program approved by the Board of Education or Superintendent, and which occur on days other than scheduled school days, will be paid Seventy-Three Dollars (\$73.00) per day on such trips for a maximum of three (3) such days. Additionally, these payments will also be paid to teachers participating in any District approved, non-athletic trip which begins on a Friday and continues without interruption on the following Saturday (with Saturday being the first day eligible for chaperone pay). Teachers participating in any of the foregoing such trips for more than three (3) days in a school year shall not receive additional compensation for such additional days. These stipends shall not apply to Marching Band trips. These stipends may apply to the senior class trip if the Board of Education approves it as a field trip that is an extension of the teacher's academic program.

SECTION 11 RESERVED

SECTION 12

VACANCIES, PROMOTIONS, AND TRANSFERS

- 12.1 The Board of Education shall provide the transfers to positions in various School buildings and Departments of the District provided such transfers are recommended by the Superintendent.
- 12.2 The Board of Education has and reserves the right to transfer a teacher from one (1) position to another in the same tenure area. It is desirable that transfers be on a voluntary basis whenever feasible. If there is to be an involuntary transfer, the teacher with the required subject matter certification and who has the least seniority with the District shall be transferred if all other factors are equal, i.e., the administration is unable to establish that:
- (a) A substantial need exists for a more experienced teacher in the position the teacher is transferred into; or
 - (b) The present program requires the senior teacher to remain in his/her position; to the extent sufficient to by-pass seniority. A minimum of thirty (30) days' notice of such a transfer will be given unless waived by the Association President, which will not be unreasonably denied.
- 12.3 **Staffing Schools.**
- Schools will be provided with an experienced cadre drawn wherever deemed advisable from the personnel within the School system.
- (a) Proper notice will be given to all professional staff members listing all available openings and necessary qualifications. Such proper notice shall be in accordance with 12.5 of this Agreement.
 - (b) Teachers previously indicating a desire for transfer from their present assignment shall be given due consideration for assignment to the different buildings.
 - (c) Teachers considered for transfer to different Schools will be contacted personally by a member of the administration and given opportunity to discuss the grade level and subject area of his/her new assignment.
- 12.4 Whenever any vacancy shall occur in the Pioneer Central Schools, the Board shall publicize the same by giving written Notice of such vacancy to the Association and by providing for appropriate posting for teachers in the Business Office, Principal's Office and Faculty Rooms in each School. This Notice shall clearly set forth a description of the qualifications for the position and duties. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted at least five (5) School days or

ten (10) calendar days between the end of one school year and the beginning of the next school year.

- 12.5 Any qualified person may apply for such vacancy. In filling such vacancy, the Board and Superintendent agree to give weight to the professional background, length of service to the District, and attainments of all applicants. Where a qualified tenured teacher in the unit applies for a vacancy in competition with an applicant from outside the unit, the tenured teacher will fill the vacancy. A transfer during the student attendance period from September through June must be approved by the superintendent before the transfer can occur. If not approved, the transfer will take effect July 1 of the following school year. Notwithstanding any other provision of this Agreement, this paragraph 12.5 shall not apply to any applications for positions submitted later than fifteen (15) School days after the posting pursuant to paragraph 12.4.
- 12.6 Teachers on special assignment will have a written job description outlining their responsibilities prior to filling the position.

SECTION 13

TEACHING CONDITIONS

- 13.1 The Board agrees that, where conditions permit, it is desirable that there be available in each School:
- (a) "Men's" and "Ladies" rest room facilities shall be available for exclusive use of the faculty in each building.
- 13.2 No unit member shall be required to transport a pupil in his/her personal automobile.
- 13.3 A substitute shall be employed if a teacher is to be absent at least one-half ($\frac{1}{2}$) day. Excepting in an emergency, the practice of using a regular teacher as a substitute is undesirable and should be discouraged.

SECTION 14
GRIEVANCE PROCEDURES

14.1 **Definitions.**

- (a) Teacher shall mean any employee in the negotiating unit defined in paragraph 2.1 of this Agreement.
- (b) Administrator shall mean any person hired by the Board of Education responsible for or exercising any degree of supervision or authority over employees.
 - (1) Chief Administrator shall mean the Superintendent of the District.
 - (2) Immediate Supervisor shall mean the Administrator to whom the employee is directly responsible: (i.e., Elementary Principal, High School Principal, and Superintendent).
- (c) Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a Grievance.
- (d) Grievance is a claim by any teacher or group of teachers in the negotiating unit that this Agreement has been violated.

14.2 **Basic Principles.**

Nothing herein contained will be construed as limiting the right of any unit member having a Grievance to discuss the matter informally with any appropriate member of the administration, and to have the Grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

- (a) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a Grievance at the earliest possible stage is encouraged.
- (b) An employee shall have the right to present Grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
- (c) A Grievance must be initiated within the limits of the School year and within ten (10) School days whenever such Grievance occurs.
- (d) An employee shall have the right to be represented at any stage of the Grievance Procedure by a person of the Association's choosing, except he/she shall not be represented by legal counsel at any stage other than the Arbitration Stage.

- (e) All Hearings shall be confidential.
- (f) All costs involved shall be borne by the parties incurring such costs.
- (g) It shall be the responsibility of the Superintendent of the District to take such steps as may be necessary to give force and effect to these procedures. Each Administrator shall have the responsibility to consider promptly each Grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
- (h) Times states for processing of Grievances and steps of the procedure may be waived if in agreement of both parties.
- (i) In order not to disrupt any class or educational program for the School District, all Hearings (except Arbitration Hearings), formal and informal, shall be held outside the normal School hours. No special compensation shall be considered for either party.
- (j) As used in this Section 14, School Day means a day when teachers are required to be in attendance except during the summer recess when it shall mean any day except a Saturday, Sunday, or legal holiday.

14.3 **Procedures.**

- (a) **Informal Stage:** The aggrieved employee shall informally discuss his/her Grievance with his/her Immediate Supervisor in an attempt to resolve it. He/she shall clearly state to his/her Supervisor that he/she believes he/she has a Grievance.
- (b) **Written Stage:** If the Grievance is not resolved at the Informal Stage, the aggrieved employee shall present on the form shown in Appendix H a written Statement of the Grievance to his/her Immediate Supervisor within the time limit specified in paragraph 14.2 (c). The Supervisor shall deliver a written Answer to the aggrieved employee not later than the fifth (5th) School Day after the day on which he/she received the written Grievance.
- (c) **Association Grievance Committee Stage:** If the teacher initiating the Grievance is not satisfied with the written Decision at the conclusion of the written stage and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) School days, present the grievance to the Association's Grievance Committee or Association for its consideration which shall make its determination within five (5) School days of the time the grievance was presented to it.

(d) **Formal Stage.**

- (1) Within five (5) School days after a determination has been made at the preceding stage, the aggrieved employee shall make a written request to the Superintendent for review and determination.
- (2) Within ten (10) School days of the day the Superintendent receives the request pursuant to paragraph (1), he/she shall meet with the aggrieved employee and his/her representatives to review the grievance and attempt to resolve it.
- (3) The Superintendent shall deliver his/her written answer to the grievance to the aggrieved employee within ten (10) School days after the meeting held pursuant to paragraph (2).

(e) **Arbitration Stage.**

- (1) If the unit member and Association are not satisfied with the Decision at Formal Stage, 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 Superintendent within fifteen (15) School days of the Decision at Formal Stage; provided, however, that only a grievance which claims that a provision of this Agreement has been violated may be submitted to arbitration.
- (2) The Association shall give notice of its decision to submit a grievance to binding arbitration by sending a letter to the American Arbitration Association ("AAA") with a copy to the office of the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the office of the Superintendent a list of fifteen (15) names of Arbitrators competent in the area of the grievance. Within ten (10) School days of the day on which it receives its copy of the list, each party will return its copy with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable Arbitrator has been selected by the parties, the AAA shall send each party a second list of fifteen (15) names and the foregoing process will be repeated. If the AAA determines that no mutually acceptable Arbitrator has been selected by the parties from the second list, the AAA will name the Arbitrator.
- (3) The selected Arbitrator will hear the matter promptly and will issue his/her Decision not later than fifteen (15) School days from the date of the close of the Hearing, or, if oral Hearings have been waived, then from the date

the final statements and proofs are submitted to him/her. The Arbitrator's Decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

- (4) 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.
- (5) The Decision of the Arbitrator shall be final and binding upon all parties.
- (6) The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

SECTION 15

PROTECTION OF TEACHERS

- 15.1 The Board hereby assures teachers that it shall put its full support behind the procedures and policies hereafter recommended and adopted by the Board in matters of discipline. The Board and teachers recognize a mutual responsibility for the enforcement of such policies. It is recognized and agreed that there is a continuing need to review discipline policies and procedures.
- 15.2 Any case of assault on a teacher shall be reported by the teacher to the Principal who shall immediately notify the Superintendent. All legal assistance shall be provided to the teacher in connection with the handling of the incident with law enforcement and judicial authorities.
- 15.3 Teachers shall receive instructions and directions only from professional supervisory personnel.

SECTION 16

PAYROLL DEDUCTIONS

16.1 **Dues.**

From the salaries of unit members, the Board agrees to deduct dues for the Pioneer Faculty Association as to said unit members in writing individually and voluntarily authorize the Board to deduct the appropriate amount. A unit member may withdraw his/her required authorization during the time period stated on the withdrawal form provided by the Association. The Association will give the District the withdrawal form as soon as possible.

16.2 **Certification of Dues.**

The Association will certify to the Board in writing at least two (2) weeks prior to the first pay period in October the current rate of the membership dues of the Association.

16.3 **Procedure for Deductions.**

The total annual membership fees for the designated professional associations certified as mentioned above, shall be deducted in fifteen (15) equal installments beginning with the first pay period in October. The Business Office each year shall transmit to the Pioneer Faculty Association a listing of all unit members' names and amounts deducted. Within one (1) week after each payday on which a deduction is made, the total amount shall be remitted to the Association.

16.4 A slot for a Credit Union deduction shall be reserved on paychecks to be used for any authorized deduction for any Credit Union with which the Association is affiliated. Slots will also be reserved on paychecks for Vote/Cope and NYSUT Benefit Trust deductions as authorized by the teacher. Vote/Cope deductions shall be made at the same time as dues and fees, as described in paragraph 16.3 above, and remitted to the Association in a check separate from dues and fees.

16.5 Association members may participate in the district section 403(b) plan. A committee of members appointed by the District, the Association and other employee groups within the District shall make recommendations concerning new providers.

16.6 The Association shall hold the District harmless against all claims, demands, suits and liabilities whatsoever arising out of the operation of this Section 16 except from negligent acts of the District.

SECTION 17

PROFESSIONAL IMPROVEMENT AND RESPONSIBILITIES

- 17.1 The teacher has a responsibility to participate in local District curriculum, instruction and personnel development programs such as workshops, curriculum committees, lectures, and seminars on a local, regional or state level.
- 17.2 **The Teacher's Professional Responsibilities.**
- (a) Assist in evaluation of professional effectiveness of instructional program.
 - (b) Personally observe, and encourage among students, high standards of dress, manners and conduct.
 - (c) Participate in making recommendations for student discipline.
 - (d) Be prompt, keep appointments.
 - (e) Attend staff meetings and serve on faculty and other School Committees.
 - (f) Report any unusual problems of a pupil to parents through administration, also recommend any special help or attention deemed advisable.
 - (g) Assist other teachers by taking on part of their responsibilities in emergencies if no other suitable arrangements can be made.
 - (h) It is recommended that the teachers' organization shall set up a Research Committee and cooperate with the administration in conducting research necessary for the improvement of the School system.
 - (i) The teachers' organization will urge its members to support community activities.
 - (j) Teachers will cooperate with and participate in the School system's Public Relations Program.
 - (k) All teachers shall be responsible for the prompt completion of administrative policies and directives as an integral part of the educational program.
 - (l) Homework is a part of the total educational program. Homework assignments shall be made in such a manner that the instructions are clearly understood by the student. Homework which is assigned shall be reviewed by the teacher. It is recognized that this may necessitate additional hours of work and preparation on the part of the teacher above and beyond the normal School day.
 - (m) Homeroom responsibility shall consist of those duties required for attendance,

School Bulletins and announcements. Homeroom time is a vital part of the educational program and is an excellent opportunity for the teacher to encourage students to prepare themselves properly for class work.

- (n) Each teacher is responsible for discipline in his/her own classroom and should also assist in the maintenance of discipline in such general areas as corridors, cafeteria and auditorium. Students shall not be sent to the Principal's Office indiscriminately, but only after the teacher has exhausted his/her own professional resources in dealing with the student.

17.3 **Conferences.**

- (a) Each unit member who desires to go to a conference must submit a request to the Superintendent at least one (1) month prior to the requested conference. The trip will then be or not be authorized by the Board. There must be a satisfactory substitute available before any request will be granted. If possible, the conference request for the year should be made before the preparation of the Annual Budget.
- (b) The Board may limit the number of conferences any one unit member may attend during one (1) School year.
- (c) Each unit member who attends a conference will submit a written report to the Principal following the conference.
- (d) The Board will allow a reasonable payment for expenses. Unit members who find conferences are scheduled for weekends or during vacations within the School year will be given the same consideration as those attending conferences during the School year. Each unit member who attends a conference will render an exact accounting of the expenditure of money. When the Principal notifies the Business Office that he/she has received the written report as required in paragraph 17.3c above, the check for expenses will be released to the unit member. The District shall be informed at least five (5) days before travel to any conference of the manner and method of travel. The teacher shall share personal or District vehicles as much as reasonably possible when ground transportation is used.

17.4 Attendance at meetings, such as P.T.A., shall be voluntary, but the Board and the Association encourage active participation in such meetings as part of the teachers' professional responsibilities.

17.5 The Superintendent through the Principal may request teachers to assist students by conducting parent conferences after School hours, preparing home study assignments and materials, special tutoring of individuals or small groups, and such other assistance that may be considered beneficial to the student.

- 17.6 The Superintendent through the Principal will expect teachers to be thoroughly prepared and have lesson plans in advance on a weekly basis. Lesson plans are subject to call by the Principal and must be available for substitutes at any time.
- 17.7 To continue the improvements of the teaching profession, it is recommended that the Pioneer Central School shall cooperate with teacher training institutions in the placement of student teachers. The student teachers shall be placed with teachers who have taught in the Pioneer School system for a least two (2) years. Arrangements for the student teacher shall be made through the Principal upon the approval of the cooperating teacher.
- 17.8 **Mentoring/Induction Program.**

In accordance with Commissioner's regulations relating to beginning teachers and their mandated professional learning, Pioneer School District will continue to provide a district wide mentor and induction program. The program plan will be reviewed annually, and if necessary amended, by a committee consisting of at least two administrators, two Board of Education members, and five teachers who are members of the PFA unit. The Pioneer Board of Education must approve the plan annually.

SECTION 18

TEACHER SUPERVISION AND EVALUATION

- 18.1 See attached document: "Pioneer Central School - Annual Professional Performance Review" and Appendix I.
- 18.2 Each teacher's personnel file will be kept in the office of the Superintendent. On prior written request, a teacher may review the contents of his/her own personnel file except for confidential recommendations and references from educational institutions and prior employers. Such reviews shall be made in the presence of the Superintendent or his/her designee. The teacher shall sign a log indicating that he/she has reviewed the file. The teacher may submit a written, dated and signed response to any document in his/her file and such response shall be included in his/her file. Material in a teacher's personnel file shall not be used against him/her in a proceeding involving discontinuation of his/her employment unless the teacher has seen the material.
- 18.3 No tenured teachers shall be disciplined, dismissed or reduced in rank without just cause. When charges have been served on such a teacher pursuant to Section 3020 (a) of the Education Law (or any successor thereto), the teacher shall have the option of waiving a hearing pursuant to that law and submitting a grievance claiming a violation of this paragraph 18.3, or demanding a hearing pursuant to Section 3020 (a) of the Education Law thereby waiving his/her right to submit a grievance claiming a violation of this paragraph 18.3, or waiving both a hearing under Education Law Section 3020 (a) or under this provision and leaving determination of the discipline to the Board of Education. The teacher shall make the choice in a written statement, signed by him/her, dated, and delivered to the Clerk of the Board within the time limit required by Education Law Section 3020 (a) and/or the Commissioner's Regulations thereunder for demanding a hearing.
- 18.4 Prior to June 1 of each year, the District will advise the Association in writing of any proposed changes to the document to be used for teacher evaluation for the up-coming school year. Upon written request of the Association received on or before June 15, representatives of the District will meet with representatives of the Association to discuss the proposed changes to the evaluation document. To the extent practicable, such discussions shall be completed prior to August 1.

SECTION 19

PARAPROFESSIONAL PERSONNEL

- 19.1 The employment of a paraprofessional shall not result in the abolition of a teacher's position.

SECTION 20

SICK LEAVE

- 20.1 (a) Nine (9) sick leave days will be granted to each regular teacher who starts work at the beginning of the School year. A regular teacher who starts later in the School year shall be granted when he/she starts work one (1) sick leave day for each month remaining in the School year. If a teacher is on a leave of absence during the School year and he/she has used more sick leave days than the number of months he/she has worked during that year, not counting his/her sick leave days accumulated from prior years, then one (1) day's pay shall be deducted from his/her final paycheck for each such excess day. Additionally, if a teacher is on an unpaid leave of absence during the school year, then one sick day shall be deducted from his/her annual allotment for that school year for each month the employee was on leave. A teacher may accumulate sick leaves unused at the end of each year to a maximum total of two hundred and fifty (250) days. If a teacher has reached the maximum total of two hundred and fifty (250) days, thirteen days (sick (9), B/E (2), flex (2)) will be awarded each September. Those unused days (sick (9), B/E (2), Flex (2)) beyond the maximum will be compensated at a rate of \$60 per day. The stipend will be paid on the first day of school the following academic year. In the event of retirement, the stipend will be paid within thirty (30) days after the date of retirement.
- (b) The District will provide each unit member with a written notice of the number of accumulated sick days at his/her disposal within thirty (30) days of the beginning of the School year.
- (c) A medical report is required after four (4) consecutive School days absence. This should include a statement by the doctor that the teacher is able to continue teaching in his/her present teaching assignment.
- (d) A unit member will be granted an additional sick leave day for the following reasons: completed a full period of summer days or summer instruction or completion of 11-month work. For eleven-month and summer instruction unit members, such day (plus up to one additional day) shall be the only day available for use during the summer and shall be added to the unit member's accumulation for the following School year if it is unused at the end of the summer recess.
- 20.2 The official closing of School by the Superintendent on account of severe weather or other emergencies shall not result in the loss of pay. If days have to be made up to meet minimum State instructional requirements, the teacher will teach without an increase in pay.

- 20.3 Any teacher who is on sick leave with pay on days when School is closed due to severe weather or other conditions shall receive the same pay as he/she would have received if School had been in session on such days. No deduction from days of sick time allowance shall be made for such days.
- 20.4 It shall be the duty of any unit member to notify the Principal or his/her deputy at the earliest possible moment when it becomes evident that he/she will be absent for any reason.
- 20.5 If a unit member is absent due to an injury suffered on School premises or in the line of duty and is covered by Worker's Compensation, the following will apply:
- (a) Regular salary and benefits will be paid for the first five (5) School days of such disability without loss of sick leave.
 - (b) At the end of the first five (5) days of School, compensation will be rendered from unused sick leave at a minimum rate of forty percent (40%) per School day of each day of accrued sick leave. If accrued sick leave is exhausted, payment will be from Worker's Compensation.
 - (c) Benefit payments to Health Insurance will be paid by the District until the disability ends, unless service with the District should terminate. District payment to Pension Plans and Social Security will be based on monies paid by the District.
 - (d) All disabilities from injuries covered by Worker's Compensation involving Pioneer Central School District will be reported to the Superintendent for review. Under Compensation Law, all injuries must be examined by a physician.
 - (e) Monies paid by the District will not be approved unless reported as above.
 - (f) A teacher receiving sick leave pay and Worker's Compensation shall turn over to the District all weekly amounts received from Worker's Compensation.
- 20.6 **Sick Bank Leave.** Members of the Association shall be permitted to contribute one (1) day from his/her sick leave accumulation reserve each School year to a Sick Leave Bank which shall be established to aid participating members who personally suffer prolonged illness and whose sick leave accumulation has been exhausted. Sick leave bank time does not apply in cases of illnesses other than illnesses of the unit member.
- (a) Membership is open to all members of the Association.
 - (b) In order to participate in the Sick Leave Bank, the form shown in Appendix G of the Agreement must be submitted to the Superintendent's Office as follows:
 - i. **New Hires:** Within 30 school days after hire.

- ii. **Active Employees Currently Not Participating in the Sick Leave Bank:** Within 30 days after notification that the Sick Bank is open for enrollment (when the Sick Bank drops below 500 days). An Active Employee Currently Not Participating in the Sick Leave Bank will contribute, from their accumulated sick leave, one (1) day for each year in which the employee did not participate in the Sick Leave Bank, plus one (1) day for the year in which the employee joins.

For active members of the Sick Leave Bank, a sick leave day will be deducted from the teacher's accumulated sick leave annually, until the Sick Leave Bank accumulation reaches five hundred (500) sick leave days, at which point only new staff members that have joined will contribute one day to the Sick Leave Bank.

If the Sick Leave Bank falls below five hundred (500) days, it will be opened to the entire faculty for enrollment (non-participants have 30 days to join with the submission of the form shown in Appendix G). Also upon the Sick Leave Bank falling below five hundred (500) days, one sick leave day will be contributed by each participating employee. Note that it is possible that the Sick Leave Bank may go well over five hundred (500) days as a result of this process if, for example, it were only several days below the five hundred (500) day limit at the time it opened. In the event the Sick Leave Bank falls below five hundred (500) days twice during the same school year, the Sick Leave Bank will be opened for enrollment at the start of the next school year.

- (c) In order to be eligible to draw from the Sick Leave Bank, the Association member must be a contributor to the Sick Leave Bank and incapacitated for a minimum of ten (10) consecutive days and to have completely exhausted fifty (50) days of available sick days.
- (d) If it is anticipated that the illness may exceed ten (10) consecutive days and all sick leave will be exhausted, a member applying for aid from the Sick Leave Bank shall submit a written request to the Sick Leave Bank Committee. The request shall describe in detail the nature and possible duration of the illness. A medical certificate must accompany this request.
- (e) A member having a disability as a result of a car accident can either choose sick bank or New York State No-Fault insurance benefits. Payments made to the member by their car insurance carrier when sick bank benefits are selected will be signed over to the district by the member.

- (f) The Pioneer Faculty Association shall be responsible for organizing and appointing the members to the Sick Leave Bank Committee. In addition to the members appointed by the Association, the Superintendent shall appoint one (1) member of the administrative staff to the Committee.
- (g) Each request for aid will be judged individually by the Sick Leave Bank Committee. The Committee must notify the Superintendent's Office, in writing, specifying the member's name and number of days to be withdrawn from the Sick Leave Bank. A similar report will also be presented to the Pioneer Faculty Association.
- (h) Any member of the sick leave bank may withdraw such membership only upon written notice submitted to the President of the Association and the District business office no later than September 1st of the school year in which such membership is to be withdrawn. Such withdrawal of membership shall bar any future contribution to the bank, except as provided in subparagraph (1) below, but any past contribution of the withdrawing member will remain in the bank.
- (i) Any person who has withdrawn from membership in the sick leave bank may only rejoin the bank:
 - (1) at a time when the bank is open; i.e., when the number of days in the bank fall below five hundred (500); and
 - (2) by contributing one (1) day for each year of the preceding period of non-membership, plus one (1) day for the year in which the member so rejoins.
- (k) After reentering the sick leave bank, the member must otherwise qualify under the provisions of the paragraph 20.6(c), after satisfying the contribution required in subparagraph (1) above, in order to receive sick leave days from the bank.

20.7 **Perfect Attendance.**

For any member of the bargaining unit who uses no sick days, flex days, or business emergency days during the school year, the District will deposit \$250 into the unit member's 403(b) account.

SECTION 21

LEAVES OF ABSENCE - TEMPORARY AND EXTENDED

Recognizing that absence and leave policies are provided for the projection and interest of unit members for specific needs, the Pioneer Faculty Association will encourage all unit members to abide by the intent and purpose of such policies.

- 21.1 The Board of Education may permit members of the professional staff to take leaves without pay and benefits and not to exceed one (1) year, for rest, restoration of health, or the evaluation of hardship, involving themselves or their immediate families.
- 21.2 Recommendations for leave because of health and hardship shall be made by the Superintendent.
- 21.3 Any person granted such a leave will receive none of his/her salary during the period of his/her leave. Sick benefits will not apply for this type of leave. The unit member shall not lose his/her step increment if such leave is under ninety (90) School days.
- 21.4 The Board shall determine the time of leave of absence by the circumstances under which the leave is requested.
- 21.5 The Board of Education may grant leaves of absence for any one of the following reasons:
 - (a) Illness of the unit member or members of his/her immediate family or dependents.
 - (b) Projects which have been approved because of educational value.
 - (c) Exchange teaching positions.

Application and documentation of the need for the leave shall be submitted at least 30 days in advance, or as soon as possible after the member learns of the need for the leave if 30 days' notice is not possible. Delay in submitting the application and supporting documentation may result in the delay or denial of the leave.

- 21.6 All requests for leaves of absence shall be made in writing to the Superintendent and shall set forth the reasons for such leaves, and also the time deemed necessary.
- 21.7 The Board and/or Superintendent may allow absence from duty for reasons which in the opinion of the Board contribute to the School or community benefit, or welfare of the teacher. There shall be no deduction in salary.
- 21.8 Court leaves or witness duty in any Local, State or Federal Court shall be granted the necessary amount of time with full pay. Any compensation received from the Court,

except for meals and mileage, shall be turned over to the District or declined upon interview by the Court.

21.9 Court leaves shall not apply when the employee is called as a defendant in any Court. Such cases may be covered by allowance for personal days.

21.10 **Business/Emergency Days.**

The Board recognizes the possibility for absence due to reasons not included in a sick leave policy. It is understood that the matter pertaining to the request for a Business/Emergency Day could not be done on a day of no School or outside School hours, is not recreational, is not connected with other employment or private business, does not result in personal gain, is not an extension of a vacation or the like. The superintendent can waive these restrictions on an individual basis to accommodate extenuating circumstances.

Examples might be, but are not limited to:

- (1) Required to be in Court.
- (2) Selective Service physical examination.
- (3) Closing sale (or purchasing) of a home.
- (4) Serving on a community matter.
- (5) Child's graduation from college necessitating extra travel time.
- (6) Funeral of a relative not in immediate family or household.
- (7) Appointment with an attorney.
- (8) Family emergency requiring teacher's presence.

If part of a day is requested, it shall be so indicated and that portion of the day will be noted.

Each request for a Business/Emergency Day is to be submitted to the Principal for approval on forms provided by the Principal at least one (1) week in advance, or as early as possible in the event of a funeral or other emergency.

A maximum of two (2) approved per year may be taken (to be accrued on a pro-rata basis for active service during that year). Any unused whole or half day will be added to the accumulated sick leave at the end of the School year.

Two (2) requests per building per day shall be granted. Requests in addition to these two (2) may be granted at the discretion of the Building Principal; provided, however, that the teacher requesting the additional day must indicate the reason therefore.

21.11 **FLEX Days.**

In addition to nine Sick Days and two Business/Emergency Days, each member of the unit will be provided with two FLEX Days which may be used as either additional sick days or additional business/emergency days. The employee will indicate if the days are for sickness or business/emergency. If for business/emergency, the employee will indicate the reason therefore upon request for use. If unused during a given year, these days become part of the members accumulated sick days.

- 21.12 (a) Child-rearing leave, not to exceed two (2) years, shall be granted to a teacher who has given forty-five (45) days' notice of intent to take such leave to the Superintendent for the purpose of caring for a child of the teacher, adopted child of the teacher, or anticipated adopted child of the teacher, and who is under one (1) year of age. The time that the leave is to begin shall be at the termination of the disability period in connection with the birth of the child or the date the child is placed for adoption. The anticipated date of return shall be specified by the teacher in the original request for leave. All leaves shall terminate at the end of a semester or at the end of the FMLA period designated by the teacher (or extension as stated below). The actual time of return may be changed to an earlier date provided the teacher demonstrates some extenuating circumstances to the satisfaction of the District at least thirty (30) days prior to return date. Medical documentation may be required to establish extenuating circumstances.

Alternatively, the teacher may use available FMLA child-rearing leave. If the teacher elects to do so, at the time of the request, the teacher may request that the length of time off be extended by an additional two weeks. These two weeks will include health insurance coverage as provided by FMLA. The FMLA rules regarding return to work at the end of a semester shall apply to requests to extend the length of leave.

- (b) The teacher shall return from the leave to the same or substantially equivalent teaching position held before the leave began. When the teacher returns from leave, he/she shall have all time base benefits restored to the extent that such benefits were accumulated at the last day of work prior to the commencement of the leave.

- 21.13 The District shall make available for each teacher upon each instance, leave with pay of not more than three (3) days non-accumulative for bereavement leave in the event of death of mother, father, mother-in-law, father-in-law, spouse or child, step-parent or step-child, brother or sister, brother-in-law, sister-in-law, and grandparent or grandchild, or other members of the immediate family, including persons residing in the household on a permanent basis. If additional days are needed due to travel or extenuating circumstances, the immediate supervisor will review and recommend approval.

SECTION 22

SUMMER GRANTS

- 22.1 Summer Grants will be available for members of the bargaining unit pursuant to the terms of this section 22.
- 22.2 A maximum sum of Eight Thousand Dollars (\$8,000.00) will be available each summer. Each individual member of the bargaining unit shall be eligible for a grant of up to Two Thousand Dollars (\$2,000.00). There is no obligation to award grants up to the maximum amount for any given summer, i.e., the Superintendent may elect to award less than the maximum total amount for the summer.
- 22.3 Grants are competitive and will be awarded on the basis of the merits of the proposals submitted, as determined by the Superintendent. There shall be a Selection Committee consisting of three(3) members appointed by the Superintendent and three (3) members appointed by the Association President. The Selection Committee shall make recommendations to the Superintendent, who shall make the final determination as to which grants shall be awarded. The Superintendent's determinations on the granting or denial of such grants are not subject to the grievance and arbitration procedure of this agreement.
- 22.4 Candidates for summer grants must be qualified, certified members of the bargaining unit, actively teaching in the District in the school year prior to and following the summer for which the grant is awarded.
- 22.5 Grant proposals must include the activity for which the grant is requested, the relationship of the activity to the tenure area, certification and/or subject area assignment of the bargaining unit member and a proposed budget of expenses. Grants will not be awarded for activities related to obtaining a Masters or state certification necessary to the teacher's position, nor certification. A bargaining unit member submitting a proposal must have professional or permanent New York State Certification.
- 22.6 Grants are to be used during the summer vacations, in accordance with the established school calendar. No grant will be considered for an activity which begins prior to the end of the school calendar or ends after the school calendar for the following year begins.
- 22.7 Grant proposals must be received by the Superintendent of Schools no later than March 15 of each school year for the summer of that calendar year. Grant awards will be made no later than May 20 for the following summer.
- 22.8 Members of the bargaining unit are eligible to be considered for a grant every three (3) years, i.e., a teacher receiving a grant for the summer of 1992 is next eligible to receive a grant for the summer of 1995.

SECTION 23

HEALTH INSURANCE PROGRAM

- 23.1 During the life of this Agreement, the District shall make available to all employees group medical insurance coverage through the Labor Management Health Fund ("Pioneer LMHF"). The District will offer Davis Premium vision coverage to employees enrolled in the Pioneer LMHF plan, the cost of which will be included in the overall health insurance premium. The District will contribute eighty-five percent (85%) of the premium cost for those who select any tier of coverage (i.e., single, employee plus spouse, employee plus children, family). All unit members meeting the requirements for participation in the Health Insurance Program will be entitled to participate. Unit members with non-District coverage may not participate in the District insurance plan. The premium contribution amounts for the District and for the Association members provided herein will remain in force through the term of this agreement and until a successor agreement has been negotiated.
- 23.2 District LMHF plan participants will be able to enroll in the District voluntary dental plan. District LMHF plan participants who wish to enroll in the District voluntary dental plan will receive a yearly premium discount (\$75 premium discount for single plan participants; \$150 premium discount for family plan participants).
- 23.3 If a unit member is employed by the District and his/her spouse is also a member of the Association, the District will pay the Pioneer LMHF plan premium for family coverage or two single plans, if appropriate, at the rate described in paragraph 23.1 for members designated in writing by the couple. For a couple electing family coverage under this section, one spouse shall be treated as "opting out" of District insurance coverage for purposes of the benefit under Section 23.5.
- 23.4 105(h) Plan (District Contribution). The District will make a 105(h) Plan available for eligible employees selecting single rather than family coverage. Eligible employees selecting single rather than family coverage will receive a contribution of \$925 effective July 1 of each year, into the District's 105(h) plan. Employees hired on or after June 25, 2013 are not eligible to receive 105(h) benefits under this Section 23.4. Employees switching to single insurance coverage are not eligible to receive 105(h) benefits under this section 23.4. The plan shall be managed by an independent administrator jointly selected by the District and the Association. All rules for use of the account funds are established by Federal statute and enforced by the plan administrator. Plan account funds not used in a particular year will be carried over into the next year.
- 23.5 Effective July 1 of each year, the District will make a payment of \$3,000 into a 105(h) account for those employees electing not to receive insurance coverage for that school year. Plan account funds not used in a particular term year will be carried over to the next year.

- 23.6 125 Flex Plan (Employee Contribution). The District will make available optional membership in a 125 Flex Plan managed by an independent administrator selected jointly by the District and the Association. The annual term of the Plan is October 1 through September 30. Members must submit, in writing to the Business Office by September 15, the total amount to be deducted from their gross pay and deposited in their 125 Flex Plan account for that year. All rules for the use of the account are established by Federal Statute and enforced by the plan administrator. Use-it-or-Lose-it rule: any Plan funds in excess of \$500 not used by the members by September 30 of each annual term shall be removed from the members' accounts. Unit members who will be making a group health insurance premium contribution for the plans referenced in 23.1 will be enrolled in the 125 Flex Plan automatically. **For group health insurance premiums only:** those unit members seeking to pay their share of the health insurance premiums independently, must annually withdraw their membership (in writing) from the premium share provision of the 125 Flex Plan.
- 23.7 Membership fees, 105(h) and 125 Flex Plans. Employees may maintain membership in both the 125 Flex Plan and the 105(h) Plan. A swipe card-debit card will be provided in connection with each account to access funds in both accounts. The District will pay all fees associated with the 125 Flex Plan and the 105 (h) Plan.
- 23.8 The District and the Association will form a health insurance review committee. The Committee membership will include representatives from the Association appointed by the Association President, representatives from each of the other bargaining groups and representatives appointed by the Superintendent. The District and Association representatives to the LMHF will be members of the Committee. The Committee at the request of either party, may investigate health insurance plans (including self-insurance by the District) alternative to those provided in paragraph 23.1 and may replace one (1) or more of these plans with a new Plan or Plan(s), if both parties agree to the replacement.
- 23.9 The District will provide up to two (2) days (or four (4) partial days) release time, if necessary for the Association representative to the LMHF. The Association representative will suffer no loss of pay or benefit in order to fulfill his/her obligation as representative to the LMHF.
- 23.10 Unit members on an unpaid leave may continue in the Health Insurance Plan provided the employees assume full cost and responsibility for remitting premiums to the Business Office in accordance with the established COBRA law and the Family Medical Leave Act.

SECTION 24

MISCELLANEOUS PROVISIONS

- 24.1 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.
- 24.2 This Agreement shall supersede any rules, regulations or practices of the Board 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 policies of the Board.
- 24.3 This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.
- 24.4 Copies of this Agreement shall be emailed to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.
- 24.5 Subject to the provisions of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and direction in the proper discharge of their duties and responsibilities, to control, supervise and manage the School system and its professional staff under governing law, ordinances, rules and regulations.
- 24.6 In all matters under this Agreement, except matters covered by paragraph 24.5 of this Agreement, calling for the exercise of judgment or discretion on the part of the Board and/or Superintendent (as for example only, the assignment, transfer or promotion of teachers, or the number of teachers), the decision of the Board and/or Superintendent shall be final and binding if made in good faith (i.e. not arbitrarily, capriciously or without rational basis in fact).

SECTION 25

NOTICE OF SEPARATION

- 25.1 To be eligible for termination pay, a professional staff member shall meet the following requirements.
- (a) Have acquired tenure at Pioneer Central School. In the case of unit members who are in non-teaching positions, this provision shall not disqualify the unit member if all other qualifications herein are fulfilled.
 - (b) Have accumulated a minimum of seventy-five (75) days of sick leave for termination other than retirement and fifty (50) days for termination due to retirement.
 - (c) In the event of termination other than retirement, have at least twelve (12) years of continuous service with the District. In order to qualify for benefits under this section, an eligible professional staff member separating from service under this subparagraph must provide at least one hundred (100) days advance notice and, in the case of a separation occurring during the first semester of any school year, such notice must be delivered no later than the immediately preceding June 1. Any staff member leaving the employ of the District during a school year (i.e., any time prior to June 30) or during the months of July or August shall not be eligible to participate in additional work benefits under Sections 9.10, 9.11, 9.12 or Section 22 during the preceding or current summer months. NOTE: Disability retirements are not required to comply with the 100-day notice requirement.
 - (d) In the event of retirement, shall have at least 12 years of continuous employment with the District plus have given at least one hundred and fifty (150) days advance written notice prior to the effective date of retirement. However, a teacher applying for disability retirement shall notify the District in writing forty-five (45) days in advance of his/her planned retirement date. Any staff member leaving the employ of the District during a school year (i.e., any time prior to June 30 or during the months of July or August) (other than a disability retirement) shall not be eligible to participate in additional work benefits under Sections 9.10, 9.11 or Section 22 during the preceding or current summer months.

As used in this Section, continuous service shall not be broken by any leave of absence, and any leave of absence granted for which pay is continued (e.g., leaves under paragraphs 21.8, 21.9, 21.10, 21.11 and 21.13) shall count in the calculation of the 12 year continuous service requirement above, and leaves of absence granted without pay (e.g., leaves under paragraphs 21.1 or 21.12) will not count in that calculation. As used in this Section, an eligible professional staff member means a staff member in this bargaining unit employed by the District on the date immediately preceding his/her

effective retirement date or termination date who meets each and all of the requirements set forth herein, and who is not excluded from participation by virtue of another provision of this Agreement. Effective retirement date means the date on which an eligible professional staff member's employment by the District is terminated by reason of retirement and the professional staff member qualifies to receive benefits from a New York State Retirement System on the effective date of retirement.

This benefit is available in the event of any complete severance of employment with the District, subject to the qualifications as stated above, unless such termination is due to the dismissal of the employee.

- 25.2 The rate shall be one hundred twenty dollars (\$120.00) per accumulated day for up to two hundred and fifty (250) days.

2022-2023- \$120

2023-2024- \$120

2024-2025- \$125

2025-2026- \$125

Beginning 2026-2027- \$130

- 25.3 If the employee's effective retirement date or termination date is between July 1st and September 1st during the term of this Agreement, he/she will have his/her benefit paid at one hundred percent (100%) on his/her effective retirement or termination date.

- 25.4 If the employee's effective retirement date is the first day of the second semester during the term of this Agreement or the employee's termination date is during a School year, he/she will have his/her benefit paid at one hundred percent (100%) on the first day of the second semester following the effective retirement date; or in the event of a termination (requiring a complete severance of employment with the District) other than by reason of retirement, one hundred percent (100%) on the termination date.

- 25.5 **Method of Incentive Payment.**

It is understood that this benefit allows for a District contribution to be applied toward the employee's 105(h) account, or a non-elective employer contribution into an Internal Revenue Code Section 403(b) account ("Section 403(b) Account"), to the extent of the monies as stated in the aforementioned schedule (§ 25.2). If the retiring or terminating unit member is not covered by the District health plan, the member will receive the benefit described in 25.2, above as a non-elective employer contribution into the Section 403(b) Account. If the member is covered by the District health plan, the member will

receive the value of the benefit described in § 25.2, above in the form of a contribution to the employee's 105(h) account. If the retiring member is married to another employee of the District who is eligible for a termination incentive, and is a dependent on that employee's family insurance plan, the first employee to retire will receive the cash payment benefit and the second of them to retire will receive the health insurance benefit. In all cases, the determination of the benefit the unit member will receive will be made on the day 6 months preceding the effective date of the unit member's termination or retirement. Any unit member who is eligible for the Section 403(b) Account payment benefit must provide the District with proof of their coverage under a non-District health plan on the day 6 months preceding the effective date of the unit member's retirement. Any member not providing this proof will be eligible solely for the contribution to the 105(h) account provided above.

- (a) Section 403(b) Account payment procedures. The District will deposit the employee's benefit payment as a non-elective employer contribution into an Internal Revenue Code Section 403(b) account. The deposit will be made within thirty (30) days of the date on which the employee becomes entitled to a benefit payment. The District shall have no obligation to make any non-elective employer contribution in accordance with the terms of these procedures unless and until the employee designates to the District, in writing and prior to the date of the contribution, a 403(b) account that will accept the payment.
- (b) The amount deposited into the employee's 403(b) account pursuant to these procedures, when combined with other amounts deposited by the District or any other employer for the employee into any 403(b) account in that calendar year, shall not exceed the applicable contribution limit under Internal Revenue Code Section 415(c)(1), as adjusted for cost-of-living increases (the "Contribution Limit"). If the amount to which the employee is entitled, when combined with other amounts deposited by the District or any other employer for the employee into any 403(b) account in that calendar year, exceeds the Contribution Limit, the District shall deposit such excess amount into the employee's designated 403(b) account in the next calendar year, provided that the deposit of the excess amount does not cause the aggregate 403(b) contributions in that next calendar year to exceed the Contribution Limit for that next calendar year; should there be any such excess amounts after such payment in the second calendar year, the remaining amount shall be deposited into the employee's designated 403(b) account in the next succeeding calendar year, until such time as the non-elective employer contribution is fully deposited into the employee's 403(b) account. For non-elective employer contributions made post-employment to the employee's Internal Revenue Code Section 403(b) account, the Contribution Limit will be determined under Internal Revenue Code Section 403(b)(3), and in any event, no non-elective employer contribution will be made on behalf of a former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

- (c) No employee may receive cash in lieu of or as an alternative to any of the non-elective employer contributions described in this Agreement.

25.6 **General Rules.**

- (a) It is a requirement that the teacher actually retires or makes a complete severance with the service of the District in order to qualify for a benefit provided under this Plan, and absent such facts as actual retirement or complete severance, no benefits shall be payable to either the teacher or the teacher's estate.
- (b) If this Plan contains any provision which is found by a Court of competent jurisdiction to be contrary to law, and that determination is not reversed on appeal to the highest available Appellate Court or is not appealed, the remaining provisions of this Plan shall remain in effect and be carried out to the extent practical after taking into account the decision of the Court and, in any case, the District and the Association shall meet to negotiate a legally permissible replacement for the provision found to have been contrary to law.
- (c) The use of the masculine gender herein includes the use of the feminine.

SECTION 26

DURATION OF AGREEMENT

26.1 This length of the Agreement shall be generally effective as of July 1, 2022, and shall continue in full force and effect through June 30, 2027.

PIONEER FACULTY ASSOCIATION

**PIONEER CENTRAL SCHOOL
DISTRICT**

By : Carrie Hirsch
Carrie Hirsch
Association President

By: Dennis Ford
Dennis Ford
District Superintendent of Schools

Dated: 12/22/2022

APPENDIX "A"

SALARIES

I. NEW HIRES THROUGH SIX (6) YEARS OF SERVICE.

	2022-23	2023-24	2024-25	2025-26	2026-27
1	45,000	45,500	46,000	46,500	47,000
2	46,000	46,500	47,000	47,500	48,000
3	47,000	47,500	48,000	48,500	49,000
4	48,000	48,500	49,000	49,500	50,000
5	50,175				
6	51,425				

Unit members will be hired on step 1-4 and then the following work year will be placed off step.

The Superintendent shall have the discretion to place a new hire on a higher step up to the maximum step of Step 4.

II. INCREASE TO PREVIOUS YEAR'S BASE BEYOND SIX YEARS OF SERVICE.

All bargaining unit members who will not be on the salary schedule shall receive a one-time base pay adjustment effective July 1, 2022, in the amount of \$4,900.00.

Bargaining unit members who were on an unpaid leave of absence for more than ninety (90) days during the 2021-2022 school year shall receive the one-time base pay adjustment of \$4,900.00 in lieu of the pay increase set forth in Appendix A(II) when the unit member becomes eligible for a pay increase as set forth in Section 6.3(E) of the Contract.

2023-24 \$2,300 will be added to each PFA salary.
2024-25 \$2,300 will be added to each PFA salary.
2025-26 \$2,300 will be added to each PFA salary.
2026-27 \$2,300 will be added to each PFA salary.

Annual increases for all off step bargaining unit members shall never be less than \$1,500.

III. ADDITIONS TO BASE SALARY – ALL CERTIFIED TEACHERS.

- A. Department Chairperson, Grade Chairperson, Occupational Education Chairperson appointed to or assuming the responsibilities of Department Chairperson, Grade Chairperson or Occupational Education Chairperson as

organized pursuant to the May 16, 1979 proposal of the Curriculum Committee Sub-Committee, or otherwise, shall receive, as an addition to the base salary, the amount of base pay \$850 plus \$75 per unit member.

The High School Special Education Department Chair will include BOCES High School Special Education teachers, in all High School Special Education Department meetings. The High School Special Education Chair will provide service to BOCES High School Special Education teachers consistent with High School Special Education Department Association members, including but not limited to disseminating information to the High School Special Education teachers, coordinating exam schedules for BOCES High School classrooms, addressing questions and concerns, etc. BOCES High School Special Education teachers only will be included as unit members for the purpose of Department Chair pay under this Section for the High School Special Education Department Chair.

B. Guidance Counselor, Social Worker and School Psychologists.

Guidance Counselor, Social Worker and School Psychologist Schedules will be established using a Base of Appendix A + 8% of Base for the 11th month of work + \$4,200 for certification as a counselor, social worker or school psychologist from a 60 hour program + \$2,450 for working 8 hours and 10 minutes (inclusive of lunch) per day for 115 school days. The Counselor, Social Worker or School Psychologist will work the hours pursuant to Section 9 of the contract during the remaining school days.

C. National Certification.

A teacher who presents proof to the District by 9/1/09 of having (i) earned National Certification or (ii) commenced the National Board Certification program, will have \$1,000 added to his/her base in the year the certification is earned.

D. Speech Language Pathologists.

A teacher employed as a Speech Language Pathologist will be established using a Base of Appendix A + \$2,450 for working 8 hours and 10 minutes (inclusive of lunch) per day for 115 school days. Speech Language Pathologists will work the hours pursuant to Section 9 of the contract during the remaining school days.

There shall be one (1) eleven-month Speech Language Pathologist position. Speech Language Pathologists will express interest in serving in the eleven-month position to the Director of Special Education. If more than one Speech Language Pathologist expresses interest, preference will be given based upon District seniority. The eleven-month Speech Language Pathologist will work 93 hours per

school year between July 1, and June 30. The work to be performed will be drive by District needs as determined by the Director of Special Education. The days/timing of when work is to be performed will be mutually agreed upon between the Speech Language Pathologist and the Director of Special Education. Compensation for the eleven-month Speech Language Pathologist will be 8% of the Speech Language Pathologist's total ten-month salary.

E. Work Schedules

Flexibility will be provided to Guidance Counselors, Social Workers, School Psychologists and Speech Language Pathologists as to the days and times worked to fulfill their 8 hours and 10 minutes (inclusive of lunch) for 115 school days. This additional time will be used primarily to complete paperwork related to professional responsibilities, such as Session notes, Medicaid reimbursement billing and Evaluation reports, respond to parent communications (including phone calls, emails, and in-person meetings) etc. These employees will develop a schedule and submit it to their immediate supervisor for approval.

IV. ADDITIONS TO BASE SALARY – TEACHERS HIRED ON OR BEFORE JULY 1, 1993 WHO DID NOT ELECT TO PARTICIPATE ON THE NEW SALARY SCHEDULE.

A. Tenure:

Only one (1) of the following may be applied to any given teacher:

1. One Hundred Dollars (\$100.00) is added to the salary of a teacher after he/she is granted tenure upon completion of a three (3) year probationary period.
2. One Hundred Dollars (\$100.00) is added to the salary of a teacher who has completed three (3) years of service in the District but who has not been granted tenure because he/she had transferred from one tenure area to another during that three (3) years.
3. If a teacher transfers from one tenure area to another after having granted One Hundred Dollars (\$100.00) as required by (a) or (b) above, he/she will retain that One Hundred Dollars (\$100.00) as part of his/her salary even though he/she must by law begin a new probationary period.

B. Career Increments:

1. Career increments will be added at the following rates at the beginning of a teacher's 16th, 21st, 26th, and 31st year of credited service and will continue to be a part of his/her salary until he/she reaches the next such career increment, if any, when the next increment will be added.

At 16 th	\$2,000
At 21 st	\$2,000
At 26 th	\$1,800
At 31 st	\$1,500

Increases apply to teachers currently receiving each increment in addition to those first reaching each level.

C. Approved College Credit Hours:

1. Effective July 1, 1990, Forty-Eight Dollars (\$48.00) will be added to the salary of a teacher for each approved hour he/she has earned after the date he/she earned his/her Bachelor's Degree up to and including the 90th such hour.

D. Master's Degree:

1. 1990-91 - One Thousand and Two Hundred Dollars (\$1,200.00) will be added to the salary of a teacher for one (1) Master's Degree.

APPENDIX "B"

NURSE COMPENSATION

- A. The District shall set a starting rate for new hires, which shall not be less than step 1 of Appendix A.

NURSE PRACTITIONER COMPENSATION

- A. The District shall set a starting rate for new hires, which shall not be less than step 1 of Appendix A.

ADDITIONS TO NURSES' BASE SALARY

Career Increments

Career increments will be added at the following rates at the beginning of a Nurse's 16th, 21st, 26th, and 31st year of credited service and will continue to be a part of his/her salary until he/she reaches the next such career increment, if any, when the next increment will be added.

At 16 th	\$2,000
At 21 st	\$2,000
At 26 th	\$1,800
At 31 st	\$1,500

All provisions in Sections 1-26 of this Agreement are applicable to Nurses and Nurse Practitioners.

APPENDIX "C"

OCCUPATIONAL THERAPISTS COMPENSATION

- A. Occupational Therapists Compensation and Schedule. The new hire starting base salary for registered occupational therapists (OTRs) shall be the Salary Step Schedule at Appendix A(I) plus one-seventh (1/7) of the Step Salary level. OTRs shall work a ten (10) month schedule with expected hours of 8 hours and 10 minutes (inclusive of lunch) during the school year.

Flexibility will also be provided to Occupational Therapists to set their daily work time (start and end time) provided it fulfills the 8 hour and 10 minute work day (inclusive of lunch). This additional time will be used primarily to complete paperwork related to professional responsibilities such as Medicaid reimbursement billing and Evaluation reports, respond to parent communications (including phone calls, emails, and in-person meetings). Once determined, OTRs will be expected to maintain the same hours throughout the school year. OTRs are to submit their student service schedules to their immediate supervisor for approval.

Summer Hours. In addition to the ten (10) month schedule set forth above, OTRs shall work additional hours from July 1st until the last work day in August before the start of the school year ("summer") as follows. During the summer, each OTR shall work a minimum of sixteen (16) hours, up to a maximum of sixty-four (64) hours. Any hours worked beyond sixteen (16) shall be voluntary and at the option of the OTR. OTRs will be compensated at a rate of \$40.00 per hour for all summer work. OTRs shall submit their proposed schedule of Summer Hours to the Director of Special Education no later than June 1st. The days/timing of when the work is to be performed will be mutually agreed upon between the OTRs and the Director of Special Education. The work to be performed will be driven by District needs as determined by the Director of Special Education.

In the event of extenuating circumstances and upon the advance approval of the Director of Special Education, it will be possible for the amount of summer hours worked by an OTR and compensated by the District to be less than sixteen (16) hours or more than sixty-four (64) hours, provided that the total, collective amount of summer hours worked by OTRs does not exceed sixty-four (64) hours multiplied by the number of employed OTRs. The cumulative total summer hours worked by all OTRs and compensated by the District can only be exceeded under extraordinary circumstances and upon advance approval of the Superintendent.

1. Terms and Conditions. All provisions in Sections 1-26 shall be applicable to occupational therapists, other than the following: Sections 9.1-9.4, 9.7, 9.10, 9.11, 9.12, 13.3, and 22.

In addition, occupational therapists shall not be entitled to the following rights and privileges under this Agreement:

2. Inclusion on Teacher Seniority Lists. A separate seniority list will be established for occupational therapists.
3. Probationary Periods. All laws, rules and regulations of Civil Service shall apply. Occupational therapists will serve a six month probationary period.
4. All Provisions Relative to Teacher Dismissal and Layoff. The Association waives all right to the application of Civil Service Law Section 75 in lieu of the following procedure:

The District shall apply progressive discipline where appropriate. If circumstances warrant, the District need not apply progressive discipline, but may impose whatever penalty may be appropriate up to and including termination. Whenever an employee is disciplined or dismissed, written notice of the discipline or dismissal and the District's reasons therefore shall be given to the employee at the time or as soon thereafter as practicable. The action of discipline or dismissal shall take effect immediately or at a later date if so specified by the District. If the action by the District is not immediately effective, the Superintendent will schedule a meeting with the employee and the Association President or designee, to review the matter. A copy of the written notice shall be given to the Association President at the same time it is given to the employee, if the Association President is available or, in any case, as soon thereafter as is practicable. If the employee believes that the discipline or dismissal is without just cause and chooses to contest it, the employee must file a written grievance to that effect directly with the Superintendent under Section 14.3(d) not later than the fifth consecutive work day after the day on which the employee received the written notice of discipline or discharge. Not later than the tenth consecutive work day after the day on which the Superintendent received the grievance, the Superintendent or his designee shall conduct a hearing with the aggrieved employee. The Superintendent or his designee must respond to the grievance in writing not later than the fifth working day after the day on which the hearing was held. If the Association believes that the discipline or dismissal was without just cause, it may appeal the grievance to arbitration as provided in Section 14.3(e). All the provisions of Section 14 of this Agreement shall apply to a grievance/arbitration under this Section except to the extent that Section 14 is in conflict with this Section, in which case, this Section is controlling. The decision of an arbitrator on a "just cause" grievance shall be final and binding. The pendency of a grievance or arbitration shall not suspend the effectiveness of a disciplinary or dismissal action.

APPENDIX "D"

COACHING SALARIES

Coaching salaries shall be computed pursuant to the following:

- A. The length of service in weeks shall be determined by the league starting date for practice and conclude the last game of the regular season, except in those sports where participation in sectional is predetermined in which case the length of season shall conclude at the end of the predetermined sectional games.
- B. Coaching salaries shall be determined by multiplying length of season (pursuant to (a) above) times the following appropriate weekly rate. These rates will increase, as follows, on the sixth (6th) and eleventh (11th) continuous year of service in the same sport.
- C. When calculating the "Step" for the stipend rate, appropriate credit will not be granted for time served as an advisor/volunteer prior to the 2019-2020 school year. Appropriate credit will be granted for time served as a coach during and subsequent to the 2017-18 school year.
- D. Coaching positions included herein shall be those indicated in the following lists.

Inclusion of these sports in no way implies exclusion of any subsequently created or adopted sports.

<u>Varsity</u>	<u>Assistant or JV</u>	<u>Modified</u>
Football	Football	Soccer
Soccer		Basketball
Volleyball	Basketball	Wrestling
Cross-Country	Wrestling	Girls' Track
Basketball	Baseball	Boys' Track
Wrestling	Track	Football (2)
Swimming	Girls' Basketball	
Baseball	Girls' Basketball	
Track	Girls' Soccer	
Girls' Field Hockey	Fall Cheerleading	
Girls' Swimming	Winter Cheerleading	
Girls' Volleyball	Girls Swimming	
Girls' Basketball		
Girls' Softball		
Girls' Track		
Girls' Gymnastics		
Girls' Soccer		
Fall Cheerleading		
Winter Cheerleading		

Air Rifle

- E. When a coach ceases to serve as such for any reason (e.g., resignation, illness), he/she will cease to be entitled to receive the weekly rate (unless the coach ceased to serve because of an injury incurred as a result of such service); his/her replacement shall receive it as soon as he/she is appointed by the Board, but retroactive to the date he/she began to perform the coaching function in question.

Group A

JV\Varsity Boys Basketball
JV\Varsity Girls Basketball
JV\Varsity Boys Swimming
JV\Varsity Wrestling
Indoor Track
Air Rifle

2022-2023			
	1st Year	4th Year	6th Year
Head	\$7,179	\$7,481	\$7,680
JV	\$6,055	\$6,380	\$6,631

2023-2024 and 2024-2025			
	1st Year	4th Year	6th Year
Head	\$ 7,323	\$ 7,631	\$ 7,834
JV	\$ 6,176	\$ 6,508	\$ 6,764

2025-2026 and 2026-2027			
	1st Year	4th Year	6th Year
Head	\$ 7,469	\$ 7,783	\$ 7,990
JV	\$ 6,300	\$ 6,638	\$ 6,899

* Persons hired into an athletic title on or after July 1, 2013 will be placed on "1st year" Step. PFA members working in a coaching position prior to June 30, 2013 and returning to that position after one or more seasons absence will be placed on "4th year" Step rather than "1st year" Step.

Group B

Varsity Football
Assistant Football
Modified Football
JV Varsity Boys Track
JV Varsity Boys Baseball
JV Varsity Girls Track
Modified Basketball
Varsity Girls Softball
Tennis
Modified Boys' and Girls' Track**

2022-2023			
	1st Year	4th Year	6th Year
Head	\$6,275	\$6,532	\$6,706
JV	\$5,312	\$5,591	\$5,804
Modified	\$4,657	\$5,118	\$5,312

2023-2024 and 2024-2025			
	1st Year	4th Year	6th Year
Head	\$6,401	\$6,663	\$6,840
JV	\$5,418	\$5,703	\$5,920
Modified	\$4,750	\$5,220	\$5,418

2025-2026 and 2026-2027			
	1st Year	4th Year	6th Year
Head	\$6,529	\$6,796	\$6,977
JV	\$5,527	\$5,817	\$6,038
Modified	\$4,845	\$5,325	\$5,527

* Persons hired into an athletic title on or after July 1, 2013 will be placed on "1st year" Step. PFA members working in a coaching position prior to June 30, 2013 and returning to that position after one or more seasons absence will be placed on "4th year" Step rather than "1st year" Step.

**When calculating the "Step" for the stipend rate, appropriate credit will not be granted for time served as an advisor/volunteer prior to the 2017-2018 school year. Appropriate credit will be granted for time served as a coach during and subsequent to the 2017-18 school year.

Group C

- Girls Swimming***
- Golf
- Varsity Soccer
- Modified Soccer
- Modified Football
- Field Hockey
- Girls Volleyball
- Assistant Girls Volleyball
- JV/Varsity Girls Soccer
- Modified Wrestling
- Cross-Country
- JV/Varsity Winter Cheerleading**

2022-2023			
	1st Year	4th Year	6th Year
Head	\$5,374	\$5,589	\$5,729
JV	\$4,569	\$4,803	\$4,978
Modified	\$4,176	\$4,409	\$4,569

2023-2024 and 2024-2025			
	1st Year	4th Year	6th Year
Head	\$5,481	\$5,701	\$5,844
JV	\$4,660	\$4,899	\$5,078
Modified	\$4,260	\$4,497	\$4,660

2025-2026 and 2026-2027			
	1st Year	4th Year	6th Year
Head	\$5,591	\$5,815	\$5,960
JV	\$4,754	\$4,997	\$5,179
Modified	\$4,345	\$4,587	\$4,754

* Persons hired into an athletic title on or after July 1, 2013 will be placed on "1st year" Step. PFA members working in a coaching position prior to June 30, 2013 and returning to that position after one or more seasons absence will be placed on "4th year" Step rather than "1st year" Step.

** When calculating the "Step" for the stipend rate, appropriate credit will not be granted for time served as an advisor prior to the 2014-15 school year. Appropriate credit will be granted for time served as a coach during and subsequent to the 2014-15 school year.

*** The Girls Swimming Assistant Coach will be paid at a rate consistent to "JV."

Group D

Bowling**

Girls Modified Volleyball

Varsity Fall Cheerleading***

JV Fall Cheerleading***

Unified Basketball Coach****

2022-2023			
	1st Year	4th Year	6th Year
Head	\$4,469	\$4,638	\$4,754
JV	\$3,823	\$3,926	\$4,040
Modified	\$3,395	\$3,571	\$3,697

2023-2024 and 2024-2025			
	1st Year	4th Year	6th Year
Head	\$4,558	\$4,731	\$4,849
JV	\$3,899	\$4,005	\$4,121
Modified	\$3,463	\$3,642	\$3,771

2025-2026 and 2026-2027			
	1st Year	4th Year	6th Year
Head	\$4,650	\$4,825	\$4,946
JV	\$3,977	\$4,085	\$4,203
Modified	\$3,532	\$3,715	\$3,846

* Persons hired into an athletic title on or after July 1, 2013 will be placed on "1st year" Step. PFA members working in a coaching position prior to June 30, 2013 and returning to that position after one or more seasons absence will be placed on "4th year" Step rather than "1st year" Step.

** It is understood by both parties that due to the nature of the sport and problems associated with securing practice facilities for bowling, practice seasons are limited. Because of this, the time spent selecting the bowling team, and practice sessions prior to the first league bowling match, will be one (1) week. It is understood that this section of the Agreement shall be applied only when determining the length of the bowling season.

*** When calculating the "Step" for the stipend rate, appropriate credit will not be granted for time served as an advisor prior to the 2019-20 school year. Appropriate credit

will be granted for time served as a Coach during and subsequent to the 2019-20 school year.

**** The Unified Basketball Coach position will be paid a rate consistent to "Modified."

APPENDIX "E"

EXTRA-CURRICULAR AND CO-CURRICULAR SALARIES*

Activity	2022-23	2023-24 2024-25	2025-26 2026-27
GROUP A:	\$5,363	\$5,470	\$5,580
Marching Band Director ¹			
Yearbook			
GROUP B:	\$3,859	\$3,936	\$4,015
FFA			
GROUP C:	\$3,859	\$3,936	\$4,015
Assistant Marching Band ²			
Musical Director			
GROUP D:	\$2,820	\$ 2,876	\$ 2,934
FBLA and School Store			
Senior Class Advisor (for each of two)			
GROUP E:	\$2,529	\$ 2,580	\$ 2,631
HS Assistant Musical Director (2 positions)			
Radio Club			
Jr. Class Advisor (for each of two)			
Senior Play Director			

¹ Stipend for Marching Band Director serving as Director for Competition Season: \$500 (2023-24 & 2024-25 \$510, 2025-26 & 2026-27 \$520).

² Stipend for Marching Band Assistant Director serving as Assistant Director for Competition Season: \$400 (2023-24 & 2024-25 \$408, 2025-26 & 2026-27 \$416).

Activity		2022-23	2023-24 2024-25	2025-26 2026-27
GROUP F:		\$2,356	\$2,403	\$2,451
	Musical Accompanist			
	Orchestra Director-Coordinator (Musical)			
	Newspaper			
GROUP G:		\$2,069	\$2,110	\$2,153
	Middle School Student Council			
	Oracle			
	Power-Lifting			
GROUP H:		\$1,894	\$1,932	\$1,971
	Choreographer			
	High School Student Council			
	Natural Helpers			
	Theatre Club			
	Junior FFA			
	National Junior Honor Society			
	High School National Honor Society			
	Middle School Memory Book			
	Pioneer Pro			
GROUP I:		\$1,664	\$1,697	\$1,731
	Middle School LOTE Club			
GROUP J:		\$1,201	\$1,225	\$1,250
	Sophomore Class Advisor (for each of two)			
	Scholastic Challenge			
	Jazz Band			
	MS Music Director			
	MS Assistant Musical Director			
	Chess Club			
		2022-23	2023-24 2024-25	2025-26
GROUP K:		\$686	\$700	\$714

Activity				
	Freshman Advisor (2)			
	Computer Club			
	Science Olympiad			
	MS Musical Accompanist			
	Unified Club Advisor			
GROUP L:		\$324	\$330	\$337
	Marching Band Assistant (2 positions)			
	Odyssey of the Mind Coaches (up to 3 positions) ³			
	Arts Alive			
	Yearbook for Arcade and Delevan			
GROUP M:		\$800	\$816	\$832
	Sound and Video Technician* (HS Musical)			

* The Sound and Video Technician will receive training and is expected to learn how to operate the High School sound and video booth equipment. Compensation for the Sound and Video Technician is at the rate of \$20 (2023-24 & 2024-25 \$20.40, 2025-26 & 2026-27 \$20.81) per hour.

When a unit member assigned to one (1) of the above activities ceases to serve as such for any reason (e.g., resignation, illness), the total salary specified above will be prorated between the unit member and his/her replacement according to the relative times served as soon as the replacement is appointed by the Board, but retroactive to the date the replacement began work as such; provided, however, that the salary of the original unit member assigned will be continued if he/she ceased to serve because of an injury incurred as a result of such service.

Advisors will be required to submit an annual report (by June 30) to include the number of students involved, activities of the group, hours spent outside of the school day, and student accomplishments. These reports, submitted to the building principals, may be used for an annual review of the category classification of each activity. If a change is

³ Stipend for Odyssey of the Mind Coach serving as Coordinator for Odyssey of the Mind: \$100 (2023-24 & 2024-25 \$102, 2025-26 & 2026-27 \$104).

deemed appropriate, such a move will be mutually agreed upon by the Superintendent or his designee and the PFA President or his designee.

APPENDIX "F"

PIONEER CENTRAL SCHOOL
BUSINESS/EMERGENCY LEAVE REQUEST

Full-time Employees may initiate a request through their Immediate Supervisor for two (2) Business/Emergency days plus two (2) flex days per year (per negotiated agreement between the Board of Education and the Pioneer Faculty Association) non-cumulative for absences not covered by other authorized leaves. Unused days will be applied toward accumulated sick leave at the end of the year.

Ordinarily it is assumed that the reason for the request pertains to a matter that could not be done on a day of no School or outside of School hours, is not recreational, does not result in personal gain, is not connected with other employment or private business project, and the like.

.....
Date _____

To Principal _____

I request a Business/Emergency date on _____, 200__.

Signed: _____

.....
Action: Approved _____

Disapproved for the following reason _____

Date: _____ Signed: _____

Superintendent: Approved _____

Disapproved for the following reason: _____

Date: _____ Signed: _____

APPENDIX "G"

PIONEER FACULTY ASSOCIATION SICK LEAVE BANK
PARTICIPATION FORM

I, _____, desire to participate
(print name)

in the Sick Leave Bank Program and authorize the Superintendent's Office to deduct from my accumulated sick leave time, one (1) day* which is to be deposited in the Pioneer Faculty Association Sick Leave Bank. I realize that this day will be deducted from my accumulated sick leave.

*or the number of days required by Paragraph 20.6(g).

Signature

Date

I do not wish to participate in the Sick Leave Bank Program.

Signature

Date

APPENDIX "H"
GRIEVANCE FORM

Aggrieved Employee: _____

Building: _____

A. I discussed this Grievance with my Immediate Supervisor,

_____ on _____
(Name) (Date)

B. Following a brief description of the incident which gives rise to this Grievance:

C. That incident occurred on: _____
(Date)

D. I believe that the incident violated the following Agreement provisions: (List paragraph numbers):

E. Remedy Sought: _____

Date: _____

Signature: _____

APPENDIX "I"

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

APPENDIX "J"

TIMERS, SCOREKEEPERS, ETC.

<u>Category</u>	<u>\$/Event</u>	<u>Sport</u>	<u>Level</u>	<u>Gender</u>	<u>Responsibility</u>
A	\$70.00	Basketball	J.V. & Varsity	Boys	Announcer & Game Clock
		Basketball	J.V. & Varsity	Girls	Announcer & Game Clock
		Football	Varsity	Boys	Clock
		Football	Varsity	Boys	Announcer
B	\$60.00	Basketball	J.V. & Varsity	Boys	Shot Clock
		Basketball	J.V. & Varsity	Girls	Shot Clock
		Swimming	Varsity	Boys	Announcer & Clock
		Swimming	Varsity	Girls	Announcer & Clock
		Wrestling	Varsity	Boys	Announcer & Clock
C	\$50.00	Field Hockey	Varsity	Girls	Timer & Scorekeeper
		Soccer	Varsity	Boys	Timer & Scorekeeper
		Soccer	Varsity	Girls	Timer & Scorekeeper
		Any Not Specified	As Needed		Chaperones
D	\$32.00	Basketball	Varsity	Boys	Scorekeeper
		Basketball	J.V.	Boys	Scorekeeper
		Basketball	Varsity	Girls	Scorekeeper
		Basketball	J.V.	Girls	Scorekeeper
		Basketball	Varsity	Boys	Ticket Taker
		Basketball	Varsity	Girls	Ticket Taker
		Field Hockey	J.V.	Girls	Timer & Scorekeeper
		Football	J.V.	Boys	Clock
		Football	Varsity	Boys	Ticket Taker
		Soccer	J.V.	Boys	Timer & Scorekeeper
		Soccer	J.V.	Girls	Timer & Scorekeeper
		Swimming	Varsity	Boys	Scorekeeper
		Swimming	Varsity	Girls	Scorekeeper
		Volleyball	Varsity	Girls	Scorekeeper
		Volleyball	J.V.	Girls	Scorekeeper

	Wrestling	Varsity	Boys	Ticket Taker/Scorekeeper
	Basketball	J.V.		Chaperone
	Basketball	Varsity		Chaperone
	Volleyball	J.V.		Chaperone
	Volleyball	Varsity		Chaperone
E	Baseball	Varsity	Boys	Scorekeeper
	Baseball	J.V.	Boys	Scorekeeper
	Football	Varsity	Boys	Line Crew
	Football	J.V.	Boys	Line Crew
	Softball	Varsity	Girls	Scorekeeper
	Softball	J.V.	Girls	Scorekeeper
	Track		Boys	Scorekeepers
		As Needed		
	Track		Girls	Scorekeepers
		As Needed		
	Volleyball	Varsity	Girls	Timer
	Volleyball	J.V.	Girls	Timer

If the District does not retain a unit member to serve in any of the responsibilities listed in Appendix J, the negotiated pay rate does not apply.

Dual track meet scorekeeper/timekeeper covering both boys and girls \$56

Full day track invite scorekeeper/timekeeper \$112

Stadium video board operator \$20/hr.

Video live stream operator \$20/hr.

Video camera operator \$20/hr.