

The  
Contractual Agreement  
Between  
The City School District  
Of  
Rochester, New York  
And  
The Rochester Teachers  
Association  
(NYSUT/AFT, NEA &  
AFL/CIO)



July 1, 2022

# ROCHESTER CITY SCHOOL DISTRICT

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### NEGOTIATING COMMITTEE

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## PREAMBLE

1. The Rochester Teachers Association, the City School District, the Board of Education, and the Superintendent of Schools recognize that they have a common responsibility beyond their collective bargaining relationship.
2. The Rochester Teachers Association, the City School District, the Board of Education, and the Superintendent of Schools wish to state their mutual intent to continue to work toward the achievement of common goals. All students can learn and we have the responsibility to educate all of them well. Student achievement must not be predictable by a student's circumstances, background, race, or socio-economic status.
3. The Rochester Teachers Association and the City School District, the Board of Education, and the Superintendent of Schools, believe that fundamental to educational reform is delineating extended expectations for all professional staff. These may be thought of as a series of commitments which, taken with the core propositions of the National Board for Professional Teaching Standards and the 1989 PART Report, provide a framework for the formulation of criteria for professional practice.

The parties are dedicated to undertake the purposeful change necessary to restructure schools. A transformed marketplace increasingly demands high skilled, analytical, creative problem solvers able to adapt to the changing requirements of an informational/technological workplace. Only a transformed school system will be able to respond. For that transformation to occur, teachers must aggressively champion every child.

A commitment to change means a willingness to reconsider and alter, as necessary, traditional relationships, organizational structures, and allocations of personnel, resources, time and space to advance student achievement and enhance the life of the school as a center of learning and productivity.

The first professional commitment must be to advance student achievement. Professionals must scrutinize routine patterns of teaching and learning and confront fundamental issues. This commitment may be manifested by such innovations as ungraded and flexible groupings, the merging of special and regular education classes, interdisciplinary teams, and schedules routinely adjusted to match instructional demands. This commitment is to a new way of thinking, to a continual search for more effective paradigms. The context for decision-making is recommended best practice as documented in the research base.

Teachers must be committed to enhancing the life of the school and helping to forge a community of learners based on a system of shared responsibility, values, and mores and to model the behavior of a life-long learner that we expect of our students.

4. The Rochester Teachers Association, the City School District, the Board of Education and the Superintendent of Schools have sought for a number of years to attain mutually satisfactory general objectives and educational goals, as well as programs reflecting mutual concern in areas such as the reduction of class size, development of a more effective curriculum, promotion of the use of relevant and innovative materials, and racial integration among faculties and students.

5. The Rochester Teachers Association, the City School District, the Board of Education, and the Superintendent of Schools are committed to further advance their mutual goals by retaining present programs (School-based Planning Teams and Career in Teaching) and by taking innovative steps toward fulfilling the educational needs of the children of this school system and the legitimate expectations of the community.

6. The Rochester Teachers Association, the City School District, the Board of Education and the Superintendent of Schools recognize that their major goal is the effective education of all students in the City School District and support the general principles articulated in the report of the RTA/RCS D Joint Task Force on Shared Accountability for Improved Student Learning.

## **SECTION 1 RECOGNITION**

The Board of Education of the City School District of Rochester (hereinafter referred to as the "Board") hereby recognizes the Rochester Teachers Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for a collective bargaining unit consisting of, but not limited to:

- Classroom Teachers
- Contract Substitute Teachers
- Attendance Teachers
- Librarians
- Guidance Counselors
- Speech and Hearing Teachers
- School Psychologists
- School Social Workers

Library and Media Specialists  
Audiologists  
School Instructors  
Home Hospital Teachers  
Rochester Preschool-Parent Program (RPPP)  
Teachers  
Adult Family Educators  
Peer Consultants

This recognition shall be applicable for a period not to exceed the expiration date of this Agreement.

## **SECTION 2 FAIR PRACTICES**

The Association agrees to maintain its eligibility to represent all bargaining unit members by continuing to admit persons to membership without discrimination on the basis of age, race, creed, color, national origin, gender identity or expression, marital status, familial status, sexual orientation, sex, disability, predisposing genetic characteristics or status as a victim of domestic violence.

The Board agrees to the policy of not discriminating against any employee on the basis of age, race, creed, color, national origin, gender identity or expression, marital status, familial status, sexual orientation, sex, disability, predisposing genetic characteristics, status as a victim of domestic violence, or membership or participation in or association with the activities of any employee organization.

## **SECTION 3 ACADEMIC FREEDOM**

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological worlds, and other branches of learning except those standards of professional educational responsibility applicable to elementary and secondary education.

## SECTION 4 PROCEDURES

1. **Negotiations for Successor Contract** Meetings of the negotiating committees shall be initiated at the written request of either party in accordance with Section 6 of this Agreement. All subject matter to be negotiated shall be submitted by the agreed upon date. The parties shall arrange for a mutually satisfactory time and place for an initial meeting with a reasonable time thereafter. Such negotiations may be preceded by preliminary informational meetings between the Superintendent of Schools (hereinafter referred to as the "Superintendent", including members of the administrative staff and members of the Negotiating Committee of the Association.
2. Either party may utilize the services of consultants in negotiation meetings and call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.
3. **Ratification** Agreements reached by the negotiating committees shall be submitted in writing to the Board and the Association for ratification.
4. **Emergencies** In emergency situations, deviations shall be permitted from the terms of this contract, after consultation with the other party.
5.
  - a. **Contract Modifications** This contract may not be modified in whole or in part by parties except by an instrument in writing duly executed by both parties and no departure from any provision of this contract by either party or by members of the negotiating units shall be construed to constitute a continuing waiver of the right to enforce such provisions.
  - b. Modifications of the specific provisions of this Agreement affected through the School-based Planning Team (hereinafter referred to as the "SBPT") process shall be subject to procedures approved by the RTA Representative Assembly. Decisions reached in accordance with this provision shall be binding on all unit members at that site.
6. **Rules, Regulations, and Practices** This contract shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent therewith.

## **SECTION 5 SAVINGS CLAUSE**

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.

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 6 DURATION**

This Agreement is made and entered into by and between the Board of Education of the City School District of Rochester New York and the Rochester Teachers Association. The provisions of this Agreement shall be effective July 1, 2022 (unless otherwise indicated) and shall continue in effect until June 30, 2025; provided, however, that initial salary placements, salary adjustment and salary increases shall continue to be governed by all applicable provisions of Sections 46 and 50 and Appendix A of this Agreement beyond June 30, 2025.

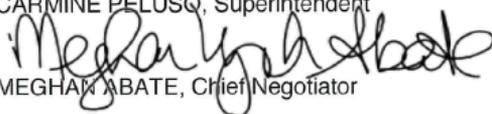
Either party may give written notice to the other on or before March 1, 2025, of its desire to continue this Agreement beyond June 30, 2025. If the other party fails to object to the continuation of this Agreement by April 1, 2025, the Agreement shall continue until June 30, 2026. If the other party objects by April 1, 2025, the parties shall meet promptly to negotiate a new Agreement in accordance with the provisions of the Taylor Law.

In the event that the parties agree to extend this Agreement beyond June 30, 2025, either party may give written notice to the other party on or before March 1 of any year thereafter of its desire to continue this Agreement in its then existing form beyond its then June 30th expiration date. If the other party fails to object by April 1 of that year, the Agreement shall continue in its then-existing form until June 30 of the next year. If the other party objects by April 1, the parties shall meet promptly to negotiate a new Agreement in accordance with the provisions of the Taylor Law.

IN WITNESS WHEREOF the parties hereunto set their hands and seals  
this third day of January 2023.

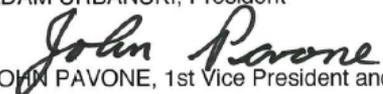
BOARD OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF ROCHESTER, NEW YORK

By   
CARMINE PELUSO, Superintendent

By   
MEGHAN ABATE, Chief Negotiator

ROCHESTER TEACHERS ASSOCIATION

By   
ADAM URBANSKI, President

By   
JOHN PAVONE, 1st Vice President and Chief Negotiator

## **SECTION 7 CONTRACT REPRODUCTION AND DISTRIBUTION**

Copies of this Agreement shall be reproduced by a union print shop which shall be selected by mutual agreement. The cost of such reproduction shall be shared by the Association and the Board. Copies of the Agreement shall be distributed by the Association to all unit members employed at the time the printed Agreement is available. Unit members subsequently employed by the Board shall be provided copies of the Agreement at the time of hire. The format of the contract copy shall be jointly developed by the Association and the Board.

Copies shall be made available to School-based Planning Teams.

## **SECTION 8 MANAGEMENT RIGHTS**

It is understood and agreed that the Board possesses the sole right to operate the City School District (hereinafter referred to as the "District"), and that all management rights repose in it, but that such rights

shall be exercised consistently with the other provisions of this Agreement.

## **SECTION 9 ASSOCIATION RIGHTS**

### **1. Dues Deduction**

a. The Board agrees to deduct from the salaries of teachers who are members of the Association the dues levied by the Association as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.

b. The Association shall certify to the Board the current rates of membership dues and shall notify the Board of any change in the rates of membership dues.

c. Dues deductions authorized by individual teachers shall be continuous unless revoked in writing between August 1 and August 31. Any teacher desiring to have the Board discontinue deduction that was previously authorized must notify the Association in writing and the Association shall notify the Board in writing of said revocation.

d. Deductions shall commence and be consistent with the procedures developed jointly by the District and the Association.

e. The Board agrees that it will not accord dues deduction rights to any other teacher organization.

f. It is specifically agreed that the District and the Board assume no obligation, financial or otherwise, arising out of the provisions of this Section, and the Association agrees that it will indemnify and hold the District and the Board harmless from any and all claims, actions, demands, suits, or proceedings by any employee, or any other party, arising from deductions made by the District or Board and remittance to the Association of dues and any other fees under this Section.

Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

### **2. Distribution Service**

The District's daily courier service shall be extended to include pick up and delivery at the office of the Rochester Teachers Association.

### **3. Building Visitation Rights**

Duly authorized representatives of the Association and its affiliates, certified to the District, shall have the right to transact official organization business on school property. Upon arrival, such authorized representatives shall report their presence to the Principal/designee. The Principal/designee shall then confer with the duly authorized representatives in order to facilitate the purpose of the visit provided such visit shall not interrupt normal school operations and is approved by the Principal/designee.

### **4. New Teacher Orientation**

To inform new teachers of the provisions of this contractual Agreement, and to explain the services available through the Association, the Association shall, during the first month of school, have time for orientation of new teachers for a 30-minute period conducted by the Association at the building level if such time is needed.

### **5. Released Time for Association Representatives**

a. When it is necessary for representatives of the Association to engage in Association activities directly relating to the Association duties as representatives of the teachers which cannot be performed other than school hours, upon the approval of the Superintendent/designated representative within a reasonable time in advance, they shall be given such time, without loss of pay as is necessary to perform any such activities. The Association and its officers recognize and agree that this privilege should not be abused.

b. When it is necessary for representatives of the Association to engage in Association activities directly related to duties as representatives of teachers which occur on a daily basis during regular school hours, up to four designated unit members or the full time equivalent shall be granted release time without loss in pay or other employment benefits while performing these activities. Such Association representatives shall have the absolute right of return to their former positions when their Association duties end. The Association shall pay the District an amount equal to Step 1 on Appendix A for the full-time release of any designated Association representative. The Association shall also pay the district an amount equal to the benefits cost being borne by the District for the replacement teacher. Partial release time shall be reimbursed at Step 1 on Appendix A prorated to reflect the amount of time the individual is released.

**6. Released Time for Association President**

The President of the Association shall be provided with full released time from teaching or equivalent duties in order to carry out Association duties and shall suffer no loss of pay or employment benefits while performing such duties during the term of office expires. The Association shall pay to the District an amount equal to Step 7 on Appendix A for such release of the President.

**7. Released Time for Negotiating Committee**

If joint meetings of the negotiating committees are scheduled during the school day, members of the committees shall be released from their regular duties without loss of salary.

**8. Association Building and Department Committees**

a. The Building Principal shall meet upon request at a mutually agreeable time with the Association Building Committee to discuss and review local school problems and practices, school operations, and questions relating to the implementation of this Agreement.

Such meetings shall not interfere with the normal operations of the school except in emergency situations.

Copies of decisions made shall be signed by the Building Principal and the entire Building Committee and shall be filed with the Association and appropriate Central Office personnel.

The Association Building Committee shall be comprised of a building representative and no more than four (4) teachers from each school elected by the Association membership in that building.

Changes in policy and procedures or any new policies and procedures shall be consistent with the terms of this contract.

b. Unit members directly supervised by Central Office personnel shall have the right to form an Association Department Committee. The appropriate Central Office Supervisor shall meet upon request at a mutually agreeable time with the Association Department Committee to discuss and review department problems, practices, operations, and questions relating to the implementation of this Agreement.

Such meetings shall not interfere with the normal operation of the department except in emergency situations.

Copies of decisions made shall be signed by the Central Office Supervisor and the entire Department Committee and shall be filed with the Association and appropriate Central Office personnel.

The Association Department Committee shall be comprised of no more than four (4) teachers elected by the membership of that department.

Changes in policy and procedures or any new policies and procedures shall be consistent with the terms of this contract.

**c. Specified Building Committee Duties**

(1) School-level meetings shall be scheduled by the Building Principal/designee and the Association Building Committee at mutually agreeable times. If the principal and the building committee are completely unable to agree on scheduling meetings, the principal shall have the discretion to schedule one (1) meeting every other month in conjunction with Section 17.4.

(2) Classroom interruptions shall be kept to a minimum. Recognizing that scheduled class time is intended to be used for the instruction of students, the Building Committee in each school will, with input from the school's parent organization (or parents), develop procedures that allow parents access to the classroom without interruptions to instruction. Such procedures will be filed annually with the District Central Office and RTA by June 30th preceding each school year. This provision is not intended to prevent parents from visiting their child's classroom when such visits are scheduled in advance.

(3) The Association Building Committee and the Principal of each building will develop a plan to deal with emergency situations or situations where a bargaining unit member must consent to assume substitute duties. Such plans shall provide for an equitable division of such substitute duties among all teachers. Copies of plans shall be filed with the Superintendent and with the Association by October 15 of each school year. Beginning with the second semester of the 2022-2023 school year, K-6 bargaining unit members who provide emergency coverage for students in addition to continuing their regular assignment shall be provided compensation. Such compensation shall be divided equally among all bargaining unit members supporting the coverage and shall be

at the agreed upon daily rate of \$160 per day. Such compensation shall only be provided beyond the days required for such teachers through the building emergency substitute plan and only after two emergency coverages per month. Such compensation shall be provided approximately at the middle and end of each semester. The District shall remove from the PAB calculation an amount of days equal to the amount of days compensated through this process. Mandated service providers shall be excluded from providing emergency substitute coverage.

(4) In each school, the Association Building Committee and the Principal shall, subject to the approval of the Superintendent/ designee, jointly cooperate in experimenting with flexible schedules of varying length within the school day for individual pupils with special needs.

(5) The Building Committee shall meet with the Principal no later than June 30th (elementary schools) or August 1st (secondary schools) to review proposed teacher room assignments for the subsequent school year for input and comment.

(6) The Building Committee and the Principal shall establish policy and procedures for the utilization of the school copier(s).

(7) The Building Committee shall periodically meet with the Principal during each school year to discuss and seek agreement on building-level mandated reporting and paperwork.

(8) The Principal shall present to a joint meeting of the School-based Planning Team and Building Committee the proposed school budget for the per pupil allocation funds. This presentation shall occur prior to June 1st and the principal shall seek the endorsement of the SBPT and the Building Committee.

(9) Each school Principal shall meet with the Building Committee and other school personnel and/or experts to discuss a plan for handling an assault on teachers or staff. Based on such discussions, the principal shall develop a plan and file it with the appropriate District Administrator and the RTA by October 1st. The plan shall be reviewed annually by the Principal and Building Committee and appropriate others, and any amendments shall be filed by October 1st.

(10) At each school, the Building Committee and Principal, with direct input from the faculty, shall develop building-level guidelines consistent with the District's Code of Conduct for student discipline. These guidelines may include ranges of discipline that may be imposed for the more commonly seen violations of the District's Code of Conduct. The

guidelines for the following school year should be drafted in the Spring of the preceding school year and finalized prior to the end of that school year and shall be filed with the Association and the District at that time.

**9. Use of Facilities**

The Association shall have the following rights subject to reasonable regulations:

- a. To use bulletin boards or other communications media, and
- b. To use building facilities for the purpose of meetings concerned with the exercise of the rights established in this Agreement.

**10. Leaves of Absence Without Pay for Association Activities**

The Board agrees that one teacher designated by the Association will, upon written request at least thirty (30) days in advance, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state, national) activities. Upon return from such leave, such teacher will be considered as if actively employed by the District during the leave and will be placed on the salary schedule at the step that would have been achieved had the bargaining unit member not been absent, with all accumulated benefits which had accrued prior to such leave.

**11. Association Reports and Faculty Meetings**

- a. The Association building representative shall be given an opportunity at building faculty meetings to present brief reports and announcements not to exceed fifteen (15) minutes at the end of and prior to the conclusion of the meeting.
- b. An Association representative (Section 9.8.b.) shall be given an opportunity at staff meetings to present brief reports and announcements not to exceed fifteen (15) minutes at the end of and prior to the conclusion of the meeting.

**12. Administrative and Committee Assignments**

All Association building representatives shall be relieved of administrative and/or committee assignments during their term of office. The number of building representatives so relieved shall be fixed as of November 1, 1978 and may either increase or decrease after that date

based upon a concomitant increase or decrease of Association members in that unit. No more than eight (8) members of the Teacher Unit Grievance Committee shall be relieved of homeroom and/or committee assignments.

**13. Association Identification**

No teacher shall be prevented from wearing an insignia, pin, or other identification of membership in the Association on school premises.

**14. Periodic Meetings**

The parties agree to meet periodically during the term of this Agreement to discuss matters of mutual concern.

**15. Access to Information**

The Board agrees to furnish to the negotiating committees in accordance with their reasonable requests all available information concerning financial resources of the district, tentative budgetary requirements, and allocations and such other information as will assist the negotiating committees in developing intelligent, accurate and constructive programs on behalf of the teachers and their students.

16. Upon receipt of a signed authorization card specifying the contribution amount and schedule, the District shall deduct from the wages or salary of employees in the bargaining unit VOTE/COPE contributions.

**SECTION 10  
EDUCATION REFORM**

**1. Experimentation**

The Board and the Association recognize the need for experimentation and innovation in instructional programs and techniques and agree to cooperate in the implementation thereof.

**2. School-based Planning**

The Board and the Superintendent and the Association agree to cooperatively participate in the development of School-based Planning at each school location. District sanctioned School-based Planning Teams at each school location will include teacher representation consistent with selection procedures developed in cooperation with the Association.

Each School-based Planning Team will have the option to amend:

- a. Aspects of the school's Comprehensive School-wide Reform program.
- b. The report card format for their school within criteria and parameters established jointly by the District and the Association.

### 3. **Strategic Review**

The Association President and one other Association officer shall join the Superintendent's strategic review team as full participants in the development and review of strategic and innovative projects.

### 4. **New School Units**

The District and the Association agree to encourage the establishment of new, smaller school units and schools within schools. A multi-party work group shall be formed to identify issues and incentives, to provide support and access to planning expertise, and to facilitate the process of enabling groups of educators to create more responsible school units. Issues to be addressed may include, but are not limited to, scheduling, staffing (transfers, certification, etc.), length/variation of school day and year, interaction with community agencies, community service activities, relationship to existing School-based Planning procedures, mandate relief, contract, and policy waivers, etc.

## **SECTION 11 EDUCATIONAL POLICY**

1. In the event the Board is considering a change in policy which would come within the scope of this Agreement or is considering any change in District-wide educational policy which has an impact on the terms and conditions of work, the Board or the Superintendent shall so notify the President of the Association. The Association shall, within ten (10) days, notify the President of the Board if the Association will exercise its right to negotiate these matters. The Board and the Association shall also negotiate on any appropriation of unanticipated additional sources of public revenue which are not specifically earmarked.

2. The Association shall also have the opportunity to present its views to the Superintendent/Designee, and/or the Board on other revisions of educational policy which the Association may deem desirable at a mutually convenient time.

3. The District agrees to make every effort to prevent reduction in instructional services to students for the life of this Agreement.

## **SECTION 12 MULTICULTURAL EDUCATION**

In order to assure the continuation of positive action designed to further implement the District's commitment to provide multicultural education as expressed in Board resolutions, and to carry out the principles of the Preamble of the Agreement, the Association and the Administration shall continue and will accelerate their efforts to provide multicultural education.

## **SECTION 13 FEDERAL AND OUTSIDE FUNDED PROJECTS**

1. a. A Joint Committee of the administration and the Association shall be established to review all present and proposed federal and outside funded projects and to recommend future projects and study the impact of such projects on the regular instructional program. Such Committee shall be composed of ten (10) persons. Five (5) persons will be appointed by the Association, one of whom will be a parent. Five (5) persons will be appointed by the Superintendent, one of whom will be a parent selected by the Parent Leadership Coalition. All project proposals shall be submitted to the Joint committee prior to Board approval and/or submission to the appropriate government agency.

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- b. The Committee shall meet as the need arises and shall make its report available to both the Association and the Board on or before March 1st and June 1st of the school year.

2. The working conditions of certified personnel working on all federal and outside funded projects shall be in substantial conformity with the terms of this Agreement.

3. All positions under such programs will be publicized in accordance with existing procedures.

## SECTION 14 GRIEVANCE PROCEDURE

### 1. **Definitions**

a. **Grievance** A “grievance” is a claim based upon an event or condition which affects the conditions or circumstances under which a bargaining unit member works, allegedly caused by misinterpretation or inequitable application of established policy or the terms of this Agreement.

b. **Teacher/Bargaining Unit Member** the term “teacher” may include a group of teachers/bargaining unit members’ grievance.

c. **Party-in-interest** A “party-in-interest” shall mean the person making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the problem.

d. **Days** The term “days” when used in this Section shall, except where otherwise indicated, mean working school days.

e. **Aggrieved Party** the term “aggrieved party” shall mean any person or group of persons in the bargaining unit filing a grievance.

### 2. **Purpose**

The primary purpose of the procedure set forth in this Section is to secure, at the lowest possible level, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this Section, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

### 3. **Procedure**

a. It is important the grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

b. In the event a grievance is filed on or after the first of June, which, if left unresolved until the beginning of the following school

term could result in irreparable harm to the teacher or group of teachers concerned, the time limits set forth herein shall be appropriately reduced.

c. Failure at any step of this procedure to communicate to the aggrieved and the Association the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next stage of the grievance procedure. Failure to appeal a grievance to the next stage within the specified time limits shall terminate the grievance.

#### 4. **Stages**

##### a. **Stage One - Immediate Supervisor**

Any teacher/bargaining unit member having a grievance shall present the grievance to the immediate supervisor or principal, whoever is most directly concerned, within sixty (60) business days of the date the teacher knew or should have known of the alleged violation. The teacher shall submit the grievance in writing on the District Stage One Grievance Form. The grievance may be presented by the teacher, either individually or with the Association Building Representative, with the objective of resolving the matter.

Within five (5) days, the immediate supervisor or principal shall present the proposed resolution in writing on the Stage One Grievance Form to the grievant and a copy to the RTA Faculty Representative and the Association, and forward same, in writing, to the Superintendent/designee.

When the response by the supervisor or principal does not resolve the grievance, the supervisor or principal shall present the resolution in writing to the grievant and a copy to the Association Representative within this time limit.

##### b. **Stage 2 - Superintendent of Schools**

(1) If the decision at Stage One does not satisfactorily resolve the grievance, the grievant and/or Association may appeal the decision and shall forward the Stage One Grievance Form to the Superintendent /designee within ten (10) days of the written response of the immediate supervisor or principal.

(2) Within ten (10) days from the receipt of the written appeal at Stage One, the Superintendent/designee shall hold a meeting with the grievant, the representative and all of the parties in interest.

(3) The Superintendent/designee shall render their decision in writing to the grievant, the representative, and all other parties in interest within five (5) days after the conclusion of the meeting.

**c. Stage 3 - Board of Education**

(1) If the bargaining unit member and/or Association is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) school days from the receipt of the decision at Stage 2. The official grievance record maintained by the Superintendent/designee may be available for use by the Board.

(2) Within fifteen (15) days after receipt of an appeal the Board shall hold a meeting in Executive Session on the grievance.

(3) Within five (5) days after the conclusion of the meeting, the Board shall render a decision, in writing on the grievance. Such decision shall be promptly transmitted to the Association and the grievant.

**d. Stage 4 - Arbitration**

(1) After such meeting, if the grievant and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.

(2) Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually agreeable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, the Association may make a Demand for Arbitration in the format and manner prescribed by the Public Employment Relations Board. The parties shall then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

(3) The selected arbitrator shall hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The arbitrator's decision will be in writing and will set forth the 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 adds to, deletes from, or in any way changes, alters, or modifies the terms of this Agreement.

(5) The decision of the arbitrator shall be final and binding upon all parties.

(6) The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

(7) Nothing herein shall preclude the parties from agreeing to other procedures, including less formal procedures, for the submission of grievances to arbitration or for the scheduling and conduct of arbitration.

## **5. Rights of Teachers to Representation**

Bargaining unit members have the right to be represented at all meetings and hearings at all stages of the grievance and arbitration procedure by the Association.

## **6. Miscellaneous**

a. All meetings involving grievances shall be held during either unassigned time during the school day or after school hours.

b. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition shall not be made public without the agreement of all parties.

c. There shall be no reprisals of any kind by supervisory or administrative personnel taken against any party in interest or School Representative or any other participant in the procedure set forth herein by reason of such participation.

d. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel file of the participants.

e. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be available as to facilitate the operation of the procedures set forth herein.

f. If the parties find that there has been a misinterpretation

of the Agreement or established policy on the part of the Association, its representatives, any members of the unit or the Board, the parties agree to take all steps appropriate and necessary to correct the error without delay.

g. The Association agrees that during the processing of a grievance under this Section's procedures and time limits, it shall take all steps necessary and appropriate to assure that all job responsibilities shall be fully and faithfully discharged and the status quo shall be maintained by teachers until the grievance is resolved.

h. In the event that, in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit each grievance in writing to the Superintendent/designee directly, and such grievances shall be disposed of in accordance with the procedure set forth commencing at Stage 2 above.

i. Unless the grievance is a class action grievance as defined in (h), the grievant shall appear at each stage.

j. Unless the grievance is a class action as defined in (h), the immediate supervisor or principal, whoever is most directly involved, shall appear at each stage.

k. All facilities grievances which cannot be resolved at Stage 1 must have a completed Building Requisition Form attached before they can be moved to Stage 2.

## **SECTION 15 WORK YEAR**

1. The scheduled work year for members of the bargaining unit shall be no more than one hundred eighty-five (185) days.

2. As a condition of employment, new hires within the unit may be required to participate in up to five (5) additional days of District directed orientation and in-services.

3. No extension or increase of the work year shall be permitted either by advancing the beginning date, extending the closing date, adding to the total number of work days by reducing or altering legal holidays and/or vacation periods, or any other mechanism which would have the effect of adding to the total days prescribed by Board resolution or altering the vacation and holiday periods prescribed by Board resolution unless

expressly provided for under the terms of this contract.

4. The Joint School Calendar Committee (Section 50) shall prepare the school calendar for the succeeding school year, provided that the calendar shall comply with the above.

5. The Joint Calendar Committee shall develop a schedule of make-up days as part of its responsibilities in developing each year's school calendar. If the Committee cannot agree on a schedule of make-up days for the following year's school calendar, a three-member panel consisting of the Superintendent, the Association President and a third member chosen by the two parties shall meet to resolve the dispute.

6. In the event that emergency conditions force the closing of schools and instructional days are thereby reduced to a total below the minimum required by law, the parties shall meet and come to an agreement on the specific dates to be employed for instruction in order to bring the total up to the minimum required by law. If the Committee cannot agree on a schedule of make-up days for the following year's school calendar, a three-member panel consisting of the Superintendent, the Association President and a third member chosen by the two parties shall meet to resolve the dispute.

## **SECTION 16 PROFESSIONAL DAY AND RESPONSIBILITIES**

1. All teachers/bargaining unit members will be in their buildings fifteen (15) minutes before the opening session. Effective January 30, 2023, bargaining unit members will be in their buildings fifteen (15) minutes before the opening session and will support their building with dismissal for up to fifteen (15) minutes after the established ending bell time. Extreme and continuous time after 15 minutes past the established ending bell time, as authorized by an agreement between the Superintendent and the Association President, shall be compensated at the 1/200 rate, prorated.

2. Effective January 30, 2023, the length of day for bargaining unit members at pre-K-6 and pre-K-8 buildings and for pre-K-6 teachers in pre-K-12 buildings is 6 hours and 45 minutes, inclusive of the fifteen (15) minute early arrival time but exclusive of up to fifteen (15) minutes following the ending bell time. The length of day for bargaining unit members at schools with grades 6-8, 7-12, 9-12 and for 7-12 teachers in pre-K-12 buildings is 7 hours and fifteen minutes inclusive of the fifteen (15) minute early arrival but exclusive of up to fifteen (15) minutes following the ending bell time. Compelling concerns in the 2022-2023 school year with

supporting students' dismissal after the established ending bell shall be reviewed with a supervisor and shall not be unreasonably denied.

3. Teachers/bargaining unit members recognize that their responsibility to their students requires the performance of duties that involve the expenditure of time beyond that of the instructional day. Teachers/bargaining unit members will be available for student and/or parent consultation, as well as for other professional activities and responsibilities. Teachers/bargaining unit members will also continue to communicate with parents regularly, including through District electronic communication.

4. A teacher's Professional Responsibilities (Domain IV of Danielson rubric) rating may not be downgraded as a result of absence from participation in voluntary activities held during off duty hours or off duty days.

5. Meetings shall be called only for matters that cannot be adequately covered by written communications. The District may schedule up to five (5) half-days per year of meetings consistent with the Time and Learning model (NCTL), gained by early release of students. These meetings may be used for collaboration and professional development. School-Based Planning Teams shall be involved in the implementation at each school. Additional time beyond this shall be strictly voluntary and for professional development credit. Itinerant teachers/bargaining unit members shall attend these meeting at their home school.

6. a. Bargaining unit members assigned to work as members of a Committee on Special Education (CSE) may perform such work on a flexible schedule of hours either beginning and/or ending later than the normal instructional day to permit the scheduling of CSE meetings that end no later than 6:30 pm on Monday through Thursday. Such scheduling shall be agreed to mutually between the respective bargaining unit members and administrators and shall not result in a workday longer than that specified in section 16.2.

b. Where the attendance of a teacher/bargaining unit member not assigned as a member of the Committee on Special Education is required at a meeting of the CSE, if such meeting is scheduled before or after the normal instructional day, the individual shall be paid at the hourly rate as set forth in Section 47.2 for such additional time worked before or after the normal instructional day.

**SECTION 17**  
**DISTRICTWIDE PROFESSIONAL DEVELOPMENT**

1. The District may schedule District-wide professional development sessions.
2. Attendance by individual teachers may be determined by said teachers according to each teacher's individual needs consistent with the District Professional Development Plan.
3.
  - a. The Professional Development Planning Committee (Section 50) shall develop proposals for the delivery of jointly planned professional development opportunities during the school year on Superintendent's Conference Days and other times and days mutually agreed to by the District and Association.
  - b. The Professional Development Planning Committee shall meet to determine the focus for two Superintendent's Conference Days. If the number of Superintendent's Conference Days varies (from four days) the Professional Development Planning Committee shall make designations proportionate to what is included in this section.
4. As part of bargaining unit members' work year, the District will schedule up to one (1) hour every other month in lieu of school-level staff meetings (Section 8.9.c(1)) for mandatory professional development commencing fifteen (15) minutes after the established ending bell time or as soon as practicable. These professional development meetings will take into consideration the collective wisdom of teachers, district-wide goals, and school-wide needs.
5. The District and the Association agree to meet to review opportunities for additional and effective professional development time for bargaining unit members and present recommendations to the Superintendent and the Association President by no later than May 1, 2023. The District will continue to collect and review feedback from bargaining unit members on professional development and shall share results with the Association.

**SECTION 18**  
**DUTY FREE LUNCH PERIOD**

All teachers shall be entitled to a duty free lunch period of thirty (30) minutes. Every effort shall be made to schedule lunch periods in the elementary schools so as not to begin before 11:30 a.m.

## **SECTION 19 ELEMENTARY SCHOOL PLANNING TIME**

All elementary school teachers will be provided thirty (30) consecutive minutes of planning time per day. Planning time resulting from the use of teachers of music, art, physical education, and other special subjects shall constitute compliance with the foregoing. All efforts will be made to provide this planning time between the hours of 9:15 and 11:00 a.m. or 1:30 and 3:00 p.m.

This planning time may be used as common planning time for up to two (2) thirty (30) consecutive minutes per week and may also be used for grade-level meetings, coordination among Special Education and General Education teachers, professional development collaboration among teachers or similar coordinating activities. There shall be a Building Committee agreement as to which one meeting per week is mandatory and which one meeting per week is voluntary for all such meetings. In conjunction with any school improvement plan or District-identified priorities, School-based Planning Teams shall develop an annual plan for the use of the required meeting and determine who shall lead them. Classroom teachers shall continue to lead the voluntary meetings, with participation by school leaders.

## **SECTION 20 PARENT-TEACHER CONFERENCES**

1. It is recognized that some parent-teacher conferences may not be completed within the regular school day. Accordingly, there shall be four (4) parent-teacher conference dates each year.
2. Every effort shall be made to schedule the four (4) parent-teacher conference dates on separate days for elementary, middle, and senior high schools. The Joint Calendar Committee shall schedule two (2) of the four (4) evening parent-teacher-conferences.
3. The other two (2) of the four (4) parent-teacher conference dates shall be established as a site option by the School-based Planning Team. The conference may be scheduled during the professional day or in the evening.
4. Teachers who have no conferences with parents scheduled on an evening date may choose not to attend and shall so notify their principal no later than the end of the school day on that date.

5. **Parent Conferencing** The District will provide time during the contractual day for the purpose of scheduled parent conferences as required by IEPs (Individual Education Plans). Such time will be provided to the primary special education teacher and the related service providers as indicated on the IEP. If a parent conference is scheduled during the instructional time provided by the teacher, the conference may be held with approval of the appropriate school administrator.

## **SECTION 21 TEACHER CONFERENCE AND VISITING DAYS**

1. The purpose of this Section is to encourage teacher participation in professional development activities. If and when a bargaining unit member wishes to attend or participate in a professional development activity not directed or required by the District, whether the activity is offered by the District itself or by an agency or institution external to the District, the following conditions shall apply:

a. A request for absence shall be made by the bargaining unit member in advance and in writing as to both purpose and time on the Request for RTA Conference Form to the Association Faculty Representative. Authorization for days of absence shall be determined jointly by the faculty representative and by the member's school principal or, if the member is assigned to Central Office, by the member's Central Office supervisor.

b. The aggregate number of absence days available under this Section shall be provided at the ratio of one day for every five (5) full-time equivalents assigned to the school or program (rounded up or down as appropriate).

c. The absence for the activity shall be considered a paid absence (no deduction).

d. The reasonable costs of the absence (such as fees, materials, meals, and transportation) shall be paid or reimbursed by the Association from funds provided pursuant to this Section, and

e. When the member is a classroom teacher, the member shall be responsible for arranging for a substitute teacher in accordance with the principal's regular procedures for arranging substitutes.

2. At the beginning of each school year the District shall allocate to

each school or independent program a sum of money equal to two hundred dollars (\$200.00) for every four (4) full-time bargaining unit members (rounded up or down as appropriate) assigned to the school or program. In addition, the District shall allocate a sum of money equal to two hundred dollars (\$200.00) for every four (4) full-time bargaining unit members (rounded up or down as appropriate) not assigned to a school or program. Bargaining unit members not assigned to a school or program shall include all special services teachers and itinerant teachers.

3. The total amount of money allocated according to subsection 2 hereof shall be paid by the District to the Association twice a year, approximately one-half on the day after Labor Day, and the balance on the day on which the second semester of the school year begins. The Association shall administer and use all funds thus received solely for the purposes set forth in subsection 1 hereof. All funds not spent at the end of the school year shall remain in the custody and control of the Association for administration and use in subsequent school years solely for the purposes set forth in subsection 1 hereof.

4. Within thirty (30) days of the end of each fiscal year, the Association shall provide an accounting for the receipt, administration and use of all funds provided hereunder during the fiscal year just ended, containing such information and in the form required by the District's Chief Financial Officer.

5. The Association agrees to and shall defend, indemnify, and hold harmless the District from any and all claims or causes of action of any type arising from and relating to the Association's receipt, administration and use of the funds provided herein.

**SECTION 22  
TEACHER ASSIGNMENTS**

1. Since pupils are entitled to be taught by teachers who will work within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study.

2. a. Classroom teachers who will be affected by a change in level of assignment (primary, intermediate) in the elementary schools, and by changes in subject assignments in the secondary schools, will be notified and consulted by their principal as soon as is practicable prior to a final determination being made. Such changes will be voluntary to the extent possible. If such changes are involuntary, seniority within the City

School District shall be the basis for such changes. Every effort will be made to avoid reassigning probationary primary and intermediate teachers to different levels unless the teacher requests such change. It is understood that the phrase "subject assignment" refers not to assignment to teaching a particular course but instead to all or substantially all of the courses constituting a teacher's assignment.

b. A classroom teacher who has served a minimum of two years in a cluster shall be eligible to volunteer out of the cluster. Vacated positions shall be filled by the next least senior teacher if there are no volunteers. Exceptions to the procedures set forth in this Section may be initiated by the District upon the showing of established special criteria or requirements in an area of academic need. Such exceptions shall be reviewed by the joint District-Association transfer committee. This provision shall not apply to schools restructured as middle schools.

3. Every reasonable effort will be made to limit secondary school teacher's preparations to three (3) different preparations consistent with the nature of the subject area, the size of the department, the size of the classes, and the special offerings of the department.

4. In arranging schedules for teachers who are assigned to more than one (1) school, every effort will be made to limit the amount of interschool travel. Such teachers will be notified of any change in their schedule as soon as practicable. Itinerant teachers shall not be expected to visit more than two (2) schools per day without prior consultation.

5. Assignments for all summer professional employment within the District will be advertised and applications made available to all bargaining unit members. Every effort will be made to place appropriately certified bargaining unit members in available summer school positions.

6. Music teachers at the elementary level shall teach no more than 1350 minutes per week and no more than eight (8) class periods per day. The District will make every effort to provide, within the 1350 minutes per week, a minimum of five (5) minutes set-up time and passing time between each class assignment.

7. In elementary schools where there are split grade assignments, such classes will be staffed according to the following procedure: voluntarily from tenured staff assigned to that building; if there are no volunteers, split grade classes will be assigned to Lead or Professional teachers at the District's discretion. If Professional teachers are assigned to split grades, such assignment will be equitably made among eligible staff.

8. a. The District will provide special education teachers, speech/language teachers and social workers who have required IEP writing/conferencing responsibilities with two (2) full days of release time or the equivalent for the purpose of quality writing IEPs, preparing for, and holding IEP conferences with parents, preparing for annual reviews and other related responsibilities. A third IEP release day shall be provided to those bargaining unit members who have IEP writing responsibilities for more than twelve (12) students, and teachers of special classes. The Association and the District will continue to jointly consider any additional adjustments that may be appropriate.

b. Such release time will be scheduled with the approval of the immediate supervisor to meet the program needs. Nothing in this provision shall be construed as requiring all IEP-related release time to occur in full-day blocks.

9. The District shall notify the Association of any proposed changes in special education procedures at least thirty (30) days prior to the scheduled implementation of such changes if possible. No change in such procedures that is also a change in terms and conditions of work of unit members will be implemented without negotiating that change with the Association, unless that specific change is required by court order, statute, or regulation.

10. **Library Schedules** In any school in which the library media specialist engages in formal instruction of groups of students, and where clerical support is not provided, the library/media specialist and the principal will discuss and agree on a library schedule that allows the library/media specialist to prepare for instruction and to complete library management responsibilities (including, but not limited to, ordering books and periodicals, unpacking, cataloging and shelving new library acquisitions, etc.) in a reasonable period of time. If the library media specialist and the principal are unable to agree upon a schedule, the School-based Planning Team shall determine the schedule for the coming year.

11. a. Teacher Coordinators of Special Education (formerly Special Education Cadres) shall be assigned equitable student caseloads.

b. Teacher Coordinators of Special Education shall accept assignment to serve as CSE Chair at Central Office for up to a maximum of fifteen (15) times per school year.

12. Library/Media specialists may contribute to the annual evaluation

of textbook clerks assigned to them, however, they may not be the primary evaluator(s).

### **SECTION 23 SECONDARY SCHOOL TEACHER ASSIGNMENTS**

1. a. The normal weekly load in secondary schools shall be twenty-five (25) teaching periods and ten (10) preparation periods for one semester and either twenty-five (25) teaching periods, five (5) administrative assignments\* and five (5) preparation periods or at the option of the teacher and with the approval of the principal, thirty (30) teaching periods and five (5) preparation periods for the other semester. For secondary school teachers, the present administrative assignment of five (5) administrative assignments per week for one semester may also include an equivalency during the school year not to exceed ninety-five (95) periods.

\*All senior and junior class advisors shall be relieved of administrative assignments.

b. Secondary school teachers whose administrative assignments include academic classes shall not have homeroom assignments. Teacher preparation periods may be used for common planning time for up to two (2) thirty (30) consecutive minutes per week and may also be used for grade-level meetings, coordination among Special Education and General Education teachers, professional development, collaboration among teachers or similar coordinating activities. There shall be a Building Committee agreement as to which one meeting per week is mandatory and which one meeting per week is voluntary for all such meetings. In conjunction with any school improvement plan or District-identified priorities, School-based Planning Teams shall develop an annual plan for the use of the required meetings and determine who shall lead them. Classroom teachers shall continue to lead the voluntary meetings with participation by school leaders.

c. Science teachers shall be assigned to teach required labs for their courses if possible. When at least one class which has a lab is included in a science teacher's schedule, such teacher's weekly load shall not exceed twenty-four (24) teaching periods plus one lab preparation period and ten (10) preparation periods for one semester and twenty-four (24) teaching periods and one lab preparation period, five (5) administrative assignments and five (5) preparation periods for the other semester.

d. Science teachers may be assigned additional labs

beyond those associated with their assigned classes as long as the teacher's load does not exceed limits set forth in Section 23.1. c. The teacher to whom the class (instructional periods) is assigned is responsible for planning, setting up the lab and grading lab reports. At the option of the teacher and with the approval of the principal, one or more labs may be assigned as an administrative assignment(s). Any science teacher who volunteers to teach more than twenty-five (25) periods as the administrative assignment shall not have a homeroom assignment.

2. Teachers of music shall be assigned no more than twenty-five (25) teaching periods a week. Secondary school teachers of health and physical education shall be assigned no more than twenty-five (25) teaching periods per week, five (5) of which may be in the department's after school program. Homeroom assignments and all administrative assignments within the physical education department shall be assigned on an equitable basis.

3. a. Scheduling systems in middle school programs may vary from the scheduling systems utilized in secondary programs (grades 9-12).

b. Every effort will be made to keep the teacher load in Middle Schools equal to the normal weekly load in the High Schools.

c. In a school in which block scheduling has been implemented, teachers will not be assigned more than three (3) blocks in a given day. Further, unless the teacher agrees to do so, no teacher will be assigned to teach more than two consecutive blocks without an intervening preparation period and/or duty free lunch period.

d. Under block schedule arrangements, teachers in the core academic subjects will be assigned no more than five (5) instructional groups in a marking period unless approved by the School-based Planning Team and the Association Representative Assembly.

e. The lengths of blocks, passing periods, homebase/homeroom, etc., will be determined by School-based Planning Teams.

## **SECTION 24 VACANCIES AND TRANSFERS**

1. For the purpose of this Section, seniority shall be defined as the length of continuous employment in the area of certification in the District within the bargaining unit and shall be computed from the last date of hire in the bargaining unit. In the event that a unit member accepts employment

outside the bargaining unit, but remains in the employment of the District, that person shall not accrue seniority for such service. However, should the member return to the unit in the prior area of certification, all seniority within that area which was possessed prior to leaving the bargaining unit will be restored.

2. By the close of each school year, the Association shall receive a current appointment location seniority list including all of those unit members on approved leaves of absence as of May 1, of that year. Such seniority list shall be used for the purpose of implementing Section 24 for the succeeding school year.

3. a. Transfers to openings created by the filling of vacancies or to positions created by shifting pupil population, or due to staff attrition (resignation, promotion, retirement, or discharge) during a school year shall be filled for the succeeding school year as specified in Section 24.5 with the following exception:

If a regular contract substitute teacher is converted to probationary status prior to the deadline for the voluntary transfer process (Section 24.5), the School-based Planning Team may:

- (1) Endorse the retention of the teacher in that position, or
- (2) Declare the position "open for transfers."

The teacher retains the option of applying for other positions through the voluntary transfer policy. The exception specified here requires that the conversion to probationary status and the determination by the School-based Planning Team be completed prior to the deadline for the voluntary transfer process.

b. In the event that a transfer out of a school or school location is necessitated by a reduction in staff or shifting pupil population, such transfers shall be voluntary to the extent possible; if such transfers are involuntary in the secondary schools, the unit member with the least seniority within that certification area shall be transferred from that school or school location; in the elementary schools, the unit member with the least seniority shall be transferred from that school or school location. Bargaining unit members with more seniority may volunteer to be involuntarily transferred from a work location when a reduction in staff is needed. The most senior teacher(s) who volunteers to be involuntarily transferred shall be moved. Before September 1st of the subsequent school year, if the former position returns, the teacher who volunteered to be involuntarily transferred will have the choice to return.

4. A vacancy for the purposes of this Section is the initial opening for the succeeding school year at a school or school location for which a new hire is required.

5. **Procedures** Members of the bargaining unit may file a voluntary transfer request during the time period for voluntary transfer applications agreed upon by the parties. Such requests must be received in the Office of Human Capital by the above date. Applications will be submitted electronically per agreement between the parties. The Association shall receive copies of all such requests. The parties agree to meet and review these provisions in October. All changes shall have the agreement of both parties prior to implementation. The District shall continue to include all relevant information in the voluntary application.

a. **Exempting Positions and Schools from Voluntary Transfer**

By January 1<sup>st</sup> of each school year the Superintendent and RTA President may identify a number of specific positions and/or schools that will be exempted from the voluntary transfer process. The purposes for such exemption shall be to enhance the District's ability to recruit new staff, provide stability, and/or support organizational change as well as respect for a school's culture. Such positions and/or schools shall be mutually agreed to by the Superintendent and the Association President.

b. **Transfer Applications**

Teachers may apply for transfer to the remaining schools/positions per mutually agreed to procedures annually as follows:

(1) Secondary teachers may apply to a maximum of three (3) schools.

(2) Elementary teachers may apply to as many as seven (7) schools.

(3) The District shall forward the "Mid-Year Less Than Satisfactory Performance" list to the Association by January 15<sup>th</sup> or as soon thereafter as the information is available to the Office of Human Capital. Teachers identified on the District's "Mid-Year Less Than Satisfactory Performance" list will not be eligible to exercise a voluntary transfer for the succeeding school year unless there is a successful appeal to the CIT Joint Governing Panel.

c. **Screening of Applicants**

(1) The District shall create criteria and training programs for staff before the screening process commences. These criteria are subject to review by counsel for both parties and shall meet acceptable standards of personnel practices. Such criteria and programs shall be jointly approved before any screening of applicants takes place.

(2) SBPTs will screen completed questionnaires and resumes and determine whom they shall interview. SBPTs will establish a ranked list of transfers for their school after the interviews. SBPTs are not required to place every teacher who interviews on the ranked list. Teachers who are interviewed and not placed on the ranked list may receive the reason, upon request, from the SBPT. Up to fifteen (15) teachers will constitute the ranked list of voluntary transfer candidates for that school. If SBPTs so choose, they retain the right during the interview period to call in additional applicants from those who had applied to that school during the application period.

d. **Excess Vacancies**

While the ranked list is in place, schools are required to use the list when filling vacancies, except when the number of vacancies exceeds the number of teachers on the ranked list. In that case, schools can fill the excess number of vacancies with new hires upon prior approval of appropriate administrator(s).

e. **Placement Meetings**

The District agrees to conduct placement meetings before the end of the teacher work year at which transfers will occur. The parties shall agree on the number of meetings, the dates, and times. The yearly process at these meetings shall be:

(1) Round 1: Voluntary transfers occur first. The vacancies created by transfers will be reviewed as part of Round 1 up to Rank 5.

(2) Round 2: Unfilled vacancies and openings created by transfers completed in Round 1 are available to involuntarily displaced bargaining unit members. These unit members select by seniority.

(3) Round 3: Any remaining transfer candidates not placed in Rounds 1 through 2, may select by seniority from any remaining positions.

f. All ranked lists expire the day before the posting period.

g. (1) Involuntarily displaced unit members remaining after Round 3 (Section 24.5.e(3)) shall select from available openings based on seniority consistent with procedures contained herein. The Office of Human Capital shall offer all available vacancies to remaining displaced teachers prior to posting.

(2) A posting period for all schools and positions, including those earlier exempted, shall begin on the day mutually agreed by the parties and soon after the final transfer day and continue for twenty-one (21) calendar days. During this period vacancies shall be available to bargaining unit members who apply for such a position and possess the necessary certification and shall be assigned on the basis of seniority unless the teacher is not permitted to participate in the voluntary transfer process (Section 24.5(b)(3)).

h. If an involuntary transfer fails to choose a position in a school that has a vacancy prior to the first Friday in August, that unit member will be assigned by seniority. Failure to choose at that time shall result in a position being assigned by the District.

## 6. **Group Transfers**

A group of teachers, for the purpose of this section, is defined as two or more teachers who may or may not be in the same tenure area and who wish to transfer together to a new school and who propose to use a research based program with verifiable student achievement results at the new school.

Such groups shall submit written proposals to the Joint Living Contract Committee by the end of the first semester along with voluntary transfer application requests. The Joint LCC will determine whether to approve the group transfer proposal.

Following the staffing exercise with the Association in attendance, the District will identify schools that have available positions to accommodate such groups. Between the end of staffing and prior to Placement Days, the groups will present their approved proposal to the School-based Planning Teams at the identified school(s). The SBPT shall notify the Office of Human Capital if a match between the group and the school is found. The District shall not post the positions to which the group will transfer at Placement Days. The positions to be vacated by the group transferees shall be posted at Placement Day.

7. For schools that are classified as low performing, such as SURR, SINI or successor terms, according to either State or Federal laws/regulations or the Superintendent's Annual Report, the District/school may propose to the Joint Living Contract Committee the availability of openings set aside for either Lead Teacher Mentors or National Board for Professional Teaching Standards (NBPTS) teachers. These openings will be set-aside during the annual staffing process conducted by the Office of Human Capital with the Association in attendance. It is understood that these openings will become available to any teacher after Round I of the Transfer Section 24.5(e)(1). Teachers accepting such placement will qualify for Section 52.14 or Section 59.1 benefits.

8. Voluntary transfers shall be contingent upon recommendation and approval of a mutually agreed upon building-based screening committee. The make-up of this committee and its review procedures shall be agreed upon by the Joint Committee on Transfers.

9. In the event the vacancy exists for which no member of the bargaining unit who is certified applies, then the least senior person in the bargaining unit who is certified to fill such vacancy shall be assigned to that position, provided the District does not employ a new hire to fill such a vacancy.

10. The Association shall receive notices of transfer as they are made. The Association upon request shall receive a written explanation of the reasons for such transfer and/or the reasons for which an individual unit member was not so transferred. Such explanation shall indicate the contractual provision(s) applicable to such transfer or request for transfer.

11. Exceptions to the Vacancies and Transfers policy and procedures set forth in this Section may be initiated by the District upon the showing of established special criteria or requirements in the area of academic or extra-curricular need or Title 1 comparability standards.

12. For the purpose of providing locker room supervision at the secondary level, gender balance must be considered in transfer decisions for physical education positions, e.g., the staff should be 50% male and 50% female plus or minus one position.

13. For purposes of transfer, unit members who have been recalled from lay-off shall be treated as new hires.

14. The District will ensure that each school's profile is updated and available on the District's website annually prior to Winter Recess.

15. The District shall provide to the Association on or before January 15th of each year a listing, to the extent possible, of tentative openings for the succeeding school year. This list shall also include vacancies due to expansion in the number of teachers due to federal, state, or local initiatives, additions to current buildings, and opening of new schools.

16. Involuntary transfers shall be grievable except when made pursuant to Section 50.

17. The teacher constituency of SBPTs may, at its discretion, participate in interviewing new hire candidates.

## **SECTION 25 PROTECTION OF TEACHERS**

### **1. Assault and Battery Cases**

a. The Board shall maintain a policy of public support of prosecution of offenders in all cases of assault and/or battery upon teachers while engaged in the performance of their duty.

b. Teachers shall be required to report, in writing, all cases of assault and/or battery suffered by them in connection with their employment to their principal, or immediate supervisor, and the Association Building Representative. This report will be forwarded immediately to the Superintendent who in turn shall report the information to the Board.

c. The Superintendent/representative or the Counsel, shall inform the teacher, immediately upon receipt of the report of assault and/or battery, of rights under the law and shall provide such information in a written document.

d. Bargaining unit members who have been assaulted, where that assault is the subject of a long-term suspension hearing, may request to be accompanied at the hearing by an Association Representative. To the extent possible the member will give the District legal counsel prior notice of the request to be accompanied. The District legal counsel will support that request before the Hearing Officer and the Hearing Officer's disposition of that request will be on the record.

e. Any teacher who is the victim of an assault may apply for transfer to the next available open position at another work location in the current certification area. Applications will be reviewed by a joint District-

Association committee. Such transfers will be for the remainder of the school year, at which time, the teacher may apply through the voluntary transfer process for any bona fide opening that exists in the District, in accordance with the provisions of Section 24 of the contractual Agreement.

f. If the District has determined that an assault on a teacher has occurred, the student will not be returned to that teacher's class without the consent of the teacher.

g. Consistent with existing District policy, if a teacher has been assaulted by a parent/guardian that parent/guardian shall be required to schedule an appointment or visit to the school in advance with the Principal of the school. The date, time and purpose of that meeting or visit shall be communicated to the assaulted teacher.

## **2. In Other Than Assault and Battery Cases**

a. The Board shall provide legal counsel, and pay court costs, and judgments related to any administrative or judicial proceeding or suit involving a teacher who has acted in the discharge of duties within the scope of employment. The bargaining unit members must, however, deliver copies of any legal papers served upon them to the Office of the Board's Counsel not later than five (5) days after service. Disciplinary proceedings under the Education Law involving teachers shall be excluded from the provisions of this Section.

b. Pursuant to Section 3023 of the Education Law . . . "It shall be the duty of each Board of Education . . . in any school district having a population of less than one million . . . to save harmless and protect all teachers, practice or cadet teachers, and members of the supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building, provided such member, practice or cadet teacher, . . ., or employee at the time of the accident or injury was acting in the discharge of duties within the scope of employment and/or under the direction of said Board of Education."

c. If a complaint against a bargaining unit member is not sustained, the individual shall be reinstated with full reimbursement of all compensation lost.

d. When a bargaining unit member acting in the discharge of a judicial proceeding that requires meeting during the school day, they

shall be released with full pay and the time shall not be charged against sick leave or personal leave time. The Board shall pay the full cost of all substitute teachers involved.

3. Consistent with current Board policy, in addition to taking appropriate school level action, the District shall notify the appropriate law enforcement agency for all of the following offenses: possession of any firearm; brandishing of a weapon or possession of a weapon; the assault on any student or staff member; arson or attempted arson; the sale, distribution, possession or use of any controlled substances, imitation controlled substances, or alcoholic beverages; the possession or the discharge of an incendiary device including firecrackers or other similar materials; and any other criminal offense that represents a danger to the safety of students or staff. Possession of a weapon will result in a student referral for a long-term suspension, in all cases.

4. a. The Association agrees to participate with the District in the design and implementation of Intervention and Support Programs for students who, following Education Law procedures, have been suspended from instruction in excess of five (5) consecutive days.

b. The Association and the District agree that an Intervention Program should include, but need not be limited to, parent conferencing, weapons diversion, conflict resolution and counseling to respond to a student's developmental needs. The design should address plans to provide continuing student support upon returning to a regular school setting and would include, but not be limited to, the sharing of information with teachers and appropriate school personnel, as in Section 27.7, so as to enhance opportunities for student success in a regular educational setting.

**SECTION 26  
PERSONAL INJURY BENEFITS**

**1. Coverage**

All teachers are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the teacher shall immediately notify the principal so that the proper forms may be executed by the school authorities and attending physician.

## 2. **Assaults**

For purposes of this section, an assault occurs when a student, or a person in the student's immediate family as defined in this collective bargaining agreement (Section 41.9), with intent to cause physical injury to a bargaining unit member, or to another person, causes physical injury to a bargaining unit member or when a student recklessly causes physical injury to a bargaining unit member.

## 3. **Procedure**

a. Should an assault occur on a unit member as determined by the Labor Relations Department resulting in disability causing loss of time, the unit member shall be paid in full for a period up to six (6) months; this period may be renewed for successive periods of up to six (6) months each only upon certification by a District physician that the unit member continues to be disabled and cannot perform any duties as a teacher or teacher on assignment for the District.

b. Any unit member who receives assault pay under this Section shall receive full salary during said disability for a period extending from the date of the disability up until the end of the third full semester after the date of eligibility for a full service retirement. A full service retirement shall be defined as retirement with no age penalty or other reduction. At the end of the third full semester after the date of eligibility for a full service retirement, the unit member shall have the choice either to retire or to apply for unpaid leave or catastrophic leave under this Agreement.

c. Any unit member who makes a claim for assault pay benefits under this section shall complete the assault report and workers' compensation forms and forward them to the principal with seven (7) work days of the loss of time caused by the claimed assault to then be forwarded to the Labor Relations Department. Unit members who are absent from school as a result of injuries suffered in an assault and for which they have filed an assault report form shall indicate of shall cause to have indicated "assault" on the absence report form which is forwarded to the Payroll Department and/or on the District's Time and Labor reporting system.

d. Paid absences pursuant to this Section shall not be deducted from the unit member's personal illness allowance or accumulated illness allowance that one is entitled to and provided under this Agreement unless it is determined that an assault has not occurred.

e. Assault pay benefits shall be offset by income earned by the bargaining unit member as a result of other employment.

f. If assault pay benefits are denied based on certification by a District physician, the medical report(s) will be given to the unit member and, upon proper medical release by the unit member, to the Association.

g. The District shall have the right to assign other professional duties to teachers receiving assault pay.

#### 4. **Reimbursement**

a. The District will reimburse teachers for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids, or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by a teacher while the teacher is acting in the discharge of the duties within the scope of District employment.

b. Further, the District, as provided by Section 3023 of the Education Law, shall save harmless teachers and employees from bodily injury and property damage claims arising out of all activities performed in the course of their employment.

5. a. The District shall include three Association appointees in the annual Code of Conduct review.

b. Each Principal shall meet with the Association Faculty Representative(s) to establish a procedure for informing the representatives of assaults, suspensions, thefts, and other violations of the Code of Conduct. Student names may not be shared in all cases.

c. Whenever there is a police report germane to a 16-year-old or older student's long-term suspension, it is the home school's responsibility to transmit this to the student's new location as part of the suspension process.

d. Crimes committed in schools will be pursued as crimes committed elsewhere, to the extent the District has the right to press charges for those crimes. In all other events, the District will fully support the teacher who chooses to press charges as an individual.

e. In order to provide for early intervention for students, the adoption of any school-wide character education or behavior intervention program shall be included in the school's School Comprehensive Educational Plan that is subject to SBPT approval.

## SECTION 27 TEACHING CONDITIONS

### 1. **Teacher Responsibility (Involvement)**

a. The Association and the Board recognize the need for the involvement of teachers in the development of school groupings and department groupings, new curriculum, inservice programs, and the selection of textbooks and instructional materials. Accordingly, administrative proposals in the foregoing areas shall be reported to the appropriate staff for their ideas and suggestions which shall be considered by administration in the process of reaching a decision on whether or not to implement such proposals. Teachers shall have the right to initiate discussions relative to school and department groupings, new curriculum, inservice programs and the selection of textbooks and instructional materials.

Before the District obligates bargaining unit members to additional, new record keeping tasks--technological or paper-related--beyond existing contractual requirements, it shall meet with and seek the endorsement of the Association about the planned implementation and requirements. Three overarching questions shall be addressed at these discussions:

Is this necessary and/or required?

Is this being implemented efficiently?

Has adequate work time for bargaining unit members been allowed?

b. **Lesson Plans:** The District and RTA recognize that lesson plans are a professional expectation and are integral to teaching. Teachers shall prepare and maintain lesson plans.

c. **Instruction:** Instruction shall continue to reflect differentiated learning and cultural responsiveness.

### 2. **Optimum Use of Teachers and Facilities**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

3. The Board shall make every reasonable effort to provide substitute teachers so that whenever a teacher is absent the class will be covered by a substitute teacher.
4. When it is necessary to assign teachers to cover classes during their preparation periods, every effort shall be made to equalize such assignment.
5. As part of the existing policy, daily lesson plans shall be available for substitute teachers.
6. Where cumulative records, as well as IEPs are not available for a transferring student, the receiving teacher will be informed of the student's prior school, grade level, and other pertinent information, as well as the status of the cumulative record request.
7. For any student referred for serious discipline reasons (e.g., violence, sexual harassments, threats, or intimidating behavior toward a teacher) the school shall schedule and conduct a conference with the parent/guardian, teacher, principal, and all other appropriate staff, including an RTA Faculty Representative of the teacher's choice.
8. Consistent with existing policy related to parent-teacher communication, teachers will maintain up to date student grades and progress in Power Grade Book or its successor program.

## **SECTION 28 TEACHER FACILITIES**

1. The District recognizes that adequate supplies and materials are essential for an effective instructional program. Therefore, the Board shall provide adequate facilities, equipment, supplies, and teaching materials for all teachers to carry out the instructional program in each school. If possible, such items are to be available in sufficient time prior to the initiation of a dependent instructional program.
2. Teachers shall have safe and healthful conditions under which to carry out their professional duties.
3. The Board shall make every effort to provide free, adequate school parking facilities for teachers.
4. During orientation meetings for new teachers, procedures for

requisitioning equipment and supplies shall be outlined.

5. The Board shall make available in each school a reasonable number of rooms (but at least one) appropriately furnished which shall be reserved for faculty use.

### **SECTION 29 FEE COLLECTION**

Fee collection in the schools shall not require involuntary teacher participation.

### **SECTION 30 REGULAR TEACHER AS A SUBSTITUTE**

Regular teachers shall not be expected to assume substitute teacher duties except with the teacher's consent or in emergency situations.

### **SECTION 31 EXTRACURRICULAR ACTIVITIES**

Participation in extracurricular activities for which no additional compensation is paid shall be strictly voluntary.

### **SECTION 32 CLASS SIZE**

1. Every effort will be made to adhere to the lower limit of the class range set forth below. When school organization information is made available in the spring, elementary school principals shall review and discuss this information first with the Association's Building Representative(s) and then with the faculty members. Secondary principals, their designee or department chairman shall review and discuss this information with the faculty members of each department. A representative of the Association may attend as an observer at the conference at which the high school principal and the Superintendent, or designee, initially plan tentative school reorganization for the fall and any further meetings at which the results of this initial planning are altered. Classes larger than the maximum must be approved by the Superintendent, or designee, and a disagreement over whether such an

exception is justified shall be subject to the Grievance Procedure which shall be initiated at Stage 2 thereof.

**2. Elementary Schools**

a. The District shall make every reasonable effort to continue to reduce class size in kindergarten through grade 3 to 22 students per class on a school by school basis to the extent space is available in each school.

b. In no event shall any class exceed 26 students in kindergarten through Grade 6.

c. Every effort will be made to staff elementary classes according to the following ratios:

Kindergarten.....	1:21
Grades 1-3.....	1:22
Grades 4-6.....	1:25
L.E.A.P.....	1:22
Bilingual 1-3.....	1:22
Bilingual 4-6.....	1:25

d. In elementary schools where class size average at any of the following grade levels exceeds 25.0, a half-time (0.5 FTE) paraprofessional shall be assigned to each grade level exceeding the limit:

- Kindergarten
- Grade 1
- Grade 2
- Grade 3

e. In elementary schools where class size average at any of the following grade levels exceeds 26.0, a half-time (0.5 FTE) paraprofessional shall be assigned to each grade level exceeding the limit:

- Grade 4
- Grade 5
- Grade 6

f. If the identified grade level has greater than 90 students, the grade level shall be allocated a full-time (1.0 FTE) paraprofessional.

g. In a school where a paraprofessional vacancy exists for which a new hire is required, the teacher(s) allocated the resource shall be involved in the interviewing process.

h. Every reasonable effort shall be made to eliminate split grades. A split grade class required by class organization shall be assigned a half-time paraprofessional when class size exceeds 22.

3. **Special Education Classes**

a. Class sizes in Special Education classes will be at levels consistent with the State Education Department Commissioner’s Regulations.

b. **Students with Disabilities** All placements of students with disabilities shall be made in accordance with Commissioner’s Regulations Part 100 and 200 and District policy and procedures. The City School District will make every effort at each school site to assign and schedule students with disabilities in the least restrictive environment on an equitable basis within the school, department, and subject area. A copy of the IEP shall be made available to the teacher of a student with a disability before the student enters the class, or as soon thereafter as is administratively possible. All placements of, and programming for, students with disabilities shall be made in accordance with Commissioner’s Regulations Part 100 and 200 and District policy and procedures.

c. No more than 25% of any regular education class shall consist of special education students from one or more self-contained special education classrooms. When such special education students are scheduled into a regular education class, the appropriate support as indicated on each student’s IEP shall be provided.

d. **Consultant Teachers** Where possible, in a given year, elementary consultant teachers shall be limited to no more than two grade levels. Every effort will be made to provide for a daily common planning time for the general education and consultant teacher who share the same students.

4. **Secondary Schools**

Commencement Level (Grades 10-12)

The maximum class size at the Commencement level shall be 29 pupils except for the following:

Computer Essentials.....	30-40 Pupils
(Class size, however, shall be limited by the number of functioning work stations)	
Technology.....	22-24 Pupils

Drafting.....	30 Pupils
Vocational Shops.....	22-24 Pupils
Family & Consumer Sciences.....	22-24 Pupils
Music (Grades 7-12).....	35 Pupils (Maximum)
Art.....	24 Pupils
Physical Education.....	38 Pupils (Maximum)
Adapted Physical Education.....	15-25 Pupils

5, **Middle Schools (Grades 7-9)**

a. Academic classes which are organized in clusters of teachers shall have a maximum pupil load of 140 in a five-teacher cluster and 112 in a four-teacher cluster. Cluster assignments shall be considered one teaching preparation.

b. In grades 7, 8, and 9, the class size maximum is 28 unless a school’s SBPT approves unique configurations.

6. **ESOL**

Maximum teaching load for ESOL teachers will be as follows: with paraprofessional - 75 students; without paraprofessional - 60 students.

7. Elementary art teachers shall work with one-half of regular education and inclusion classes that exceed an enrollment of fifteen (15). Self-contained special education classes shall be scheduled into art as a single or separate class and not combined with any other full or partial regular/general education or inclusion class.

**SECTION 33  
FLEXIBLE LENGTH OF PUPIL DAY**

1. The Superintendent and the Association President make a joint commitment to create a significantly more responsive instructional delivery program which recognizes that some students require more time to demonstrate their knowledge and competence; and some students may require less.

It is estimated that as many as half our students need additional time or more concentrated time to master NYS Learning Standards. This Agreement affirms the “right to succeed” for those students.

In order to affect these significant changes on instructional delivery, the following features will be considered:

- each child's needs must drive the provision of instructional time
- some students need more time to master standards, some less--one size does not fit all students
- the parties will develop ways to provide what each individual child needs to ensure academic success
- student needs for additional or concentrated instructional time will be determined based on objective criteria, i.e., formal assessments and student performance data
- families will be involved in the choice of how a student's additional instructional needs may be met
- additional instructional time to ensure student success will be scheduled primarily at the school level, in order to increase responsiveness to individual student needs
- additional instructional time configurations may include, but not be limited to, before and after school sessions (Regents and Homework Academies); "winter school"; summer school; vacation/weekend sessions; etc.
- some additional time provisions may be short-term, i.e., intensive preparation/review work for NYS assessments scheduled in the weeks/months immediately prior to such assessments
- all students will have access to additional instructional time
- although some students might need less time to meet instructional standards, the increased instructional time achieved through the August 2000 contract would become the new baseline or minimum provided to all students
- because individual student needs will drive the provision of additional instructional time, flexibility will be an essential feature of any school level program

Consistent with these views, not all teachers would need to be engaged in providing the extended instructional time. This Agreement suggests that new ways of configuring the school day and new approaches to scheduling existing teacher time are necessary. For example, a school may determine that some staff members work different hours so as to extend the instructional day until 5 p.m.--or begin it at 7 a.m.

Teacher participation in the provision of *increased* instructional time will be by an application process designed to match the most capable practitioners with students who need the additional or intensive time to master learning standards. Such teachers, after being selected, will receive additional compensation for their duties beyond the normal contractual time.

## 2. **Implementation**

An implementation report shall include, but not be limited to the following:

- a. Timeline for implementing all features of the plan
- b. A broad array of possible additional time configurations as well as those configurations which would be available district-wide at each level
- c. Per pupil cost projections for implementation
- d. Program assessment/reporting requirements
- e. Parent engagement procedures to ensure communication and choice
- f. Alignment with Pathways Initiative to ensure congruence

Overall, this Agreement acknowledges what educators have long known: students learn and develop at different rates. Instead of the traditional school system's assumption that all students learn at the same rate, we are creating a way of making the system focus on individual student needs so that individual student success is the product--no matter how much time that takes.

### **SECTION 34 REPORTS TO PARENTS**

1. Each school may develop its own report card system subject to the approval of the Superintendent/designee. The system shall include a report that reflects the student's progress in the instructional program of that school.
2. It is understood that nothing in this clause shall preclude any school from developing its own report card system provided such arrangement is mutually agreeable with the building teaching staff, building administration and appropriate Central Office personnel.

## **SECTION 35 PROBATIONARY PERIOD**

The probationary period for teachers will be consistent with New York State Education Law.

## **SECTION 36 OBSERVATION AND EVALUATION**

The following shall govern all teacher observations and evaluations:

1. a. Evaluations and observations shall be made by personnel assigned to a position which includes responsibilities for the evaluation and observation of staff.
- b. Final evaluations of a teacher must be based upon at least one or more observations conducted by one or more members of the District staff.
2. By mid-September, or within two (2) months of a teacher's beginning service, the administrator/designee shall:
  - a. Inform the teacher of the purpose and procedures used in the evaluation of teachers prior to any evaluation.
  - b. Review the forms used in the evaluation process.
3. All observation of work performance of a teacher shall be conducted openly, with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose.
4. The formal observation by building level personnel will be for a teaching segment of time no less than thirty (30) minutes.
  - a. Formal observations by building level personnel shall be reduced to writing and delivered to the teacher observed within five (5) days of the date of observation. Within five (5) days of the date of the observation a pre-observation conference is mandatory. In addition, a post-observation conference is mandatory. If requested, an Association representative may attend. The formal observation may be amended by the building level personnel at the time of the conference.

b. Formal observations by building level personnel or CIT Peer Reviewer of non-tenured teachers unless waived by the teacher concerned shall be a minimum of two (2). The first observation shall be no later than November 30th; the second to take place no later than April 30th. Observations of tenured teachers shall take place no later than April 30th.

5. A teacher shall be given a copy of the final evaluations prepared by the supervisor upon request. No such report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon without prior conference with the teacher. A teacher will be entitled to have a representative of the Association present at the conference.

6. Final rubric evaluations for probationary teachers will be submitted to and discussed with the teacher no later than May 15th. Final rubric evaluations for tenured teachers shall be submitted to and discussed with the teacher no later than June 1. The final APPR Composite Score shall become part of the teacher's personnel file.

7. a. All observation and evaluation forms shall require the signature of the evaluator or observer and the teacher. These standard forms shall contain the statement "I have read and (do/do not) agree with the above."

b. The teacher shall also have the right to submit a reply to such material and attach it to the file copy.

8. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in one's personnel file unless the teacher has signed such material indicating the opportunity to review it occurred. This clause shall not apply to:

a. Reference information supplied by former employers.

b. Reference information supplied by colleges and universities.

c. Reference information as required by the local promotional procedure.

The teacher shall also have the right to submit a written reply to such material and attach it to the file copy.

9. No observation or evaluation form of any kind shall become part of a teacher's personnel file unless it has met the above conditions.

10. a. A teacher shall have the right upon request and by appointment to review the contents of the bargaining unit member's personnel file wherever maintained except information supplied by reference sources. A teacher will be entitled to have a representative of the Association accompany them during such review.

b. No agency or group or Association representatives shall have access to a teacher's personnel file (wherever maintained) without prior consent of the teacher.

c. The District shall maintain a list which shall become part of the personnel file of all personnel who review the teacher's personnel file, which list shall contain the name of the individual and the date reviewed. An individual not known to the custodian of the file shall be required to identify themselves prior to gaining access to the file. No access except as provided herein to a teacher's personnel file shall be permitted.

11. No individual or group (other than those designated in Section 36.1 of this Agreement) shall enter a classroom without prior consent of the principal.

12. A teacher may request an observation or evaluation be made by an appropriate Central Office staff member at any time during the school year.

13. Tenured teachers who are not subject to Education Law Section 3012-d may select the traditional 2009 PART/Summative Appraisal according to Section 52.7a-c of this Agreement and shall not be subjected to formal observations by supervisors except for good cause which is to be explained to the teacher prior to the scheduling of such observations or unless the teacher requests that a formal observation be conducted.

14. The parties agree that the current APPR Evaluation System developed is in compliance with Education Law Section 3012-d and Commissioner's regulations and will cover affected teachers. Any conflict between Section 36 and any new evaluation system shall be governed by the parties' agreement creating that evaluation system.

### **SECTION 37 DISCIPLINE AND DISCHARGE NON-TENURED TEACHERS**

1. Eligibility: The provisions of this clause shall apply only to probationary teachers.

2. Discipline

(a) No eligible teacher within the bargaining unit shall be disciplined without good and sufficient cause.

(b) Disciplinary action or measures may include, but not be limited to the following:

- (1) Oral reprimand
- (2) Written reprimand
- (3) Suspension
- (4) Discharge

Any disciplinary action or measure imposed may be subject to the grievance procedure up to and including Stage Three, except that in the case of such action against a non-tenured teacher which is based on the results of a regular evaluation, the provisions of this Section shall not apply.

3. Discharge

The discharge of a probationary teacher which is based upon the result of a regular evaluation shall be governed by Section 3031 of the Education Law except that nothing in this clause shall be constructed to deny said probationary teacher the opportunity of discussing the dismissal with any appropriate supervisory personnel.

**SECTION 38  
DISCIPLINE AND DISCHARGE  
TENURED TEACHERS ONLY**

1. Eligibility

The provisions of this clause shall apply only to tenured teachers.

2. Discipline

a. No eligible teacher within the bargaining unit shall be disciplined without good and sufficient cause.

b. Disciplinary action or measures may include but not be limited to the following:

- (1) Oral reprimand
- (2) Written reprimand

- (3) Suspension
- (4) Discharge

c. Except as specified elsewhere in this Section, any disciplinary action imposed upon any eligible teacher may be processed as a grievance through the regular grievance and arbitration procedure.

### 3. Discharge

a. No eligible teacher within the bargaining unit shall be discharged without good and sufficient cause. If the District determines that there is good and sufficient cause for discharge, the teacher and the Association shall be notified in writing. Such notification shall also include whether or not the teacher has been suspended with pay or without pay. Suspension shall be in accordance with the provisions of Section 3020, Section 3020-a or applicable case law. Within seven (7) days of the initial notice, the Superintendent shall file with the clerk of the Board a written statement of charges. Upon receipt of said charges, the clerk of the Board shall immediately notify the Board. Within five (5) days after receipt of the charges, the Board shall meet in executive session to determine, by a majority of the Board, whether probable cause exists to pursue the recommended discharge. If the Board determines that probable cause does exist, a written statement specifying the charges in detail, and outlining the options available under this Agreement and under Section 3020-a of the Education Law shall be immediately forwarded to the teacher by certified mail. Within ten (10) days of receipt of the statement of charges, the employee shall notify the District one of the following procedures shall be pursued:

- (1) No hearing
- (2) Panel hearing – Section 3020-a procedure
- (3) Arbitration - contractual procedure

b. Failure of the employee to notify the clerk of the desire for a hearing within ten (10) days of the receipt of charges shall be deemed a waiver of rights to a hearing or arbitration.

c. If the employee waives the right to the procedure provided in this Agreement, the Board shall proceed within fifteen (15) days, by a majority vote of all members of the Board to determine the case and fix the penalty or punishment.

d. It is understood that once the employee chooses one of the above procedures that member shall be bound by the procedure chosen and shall not be permitted to pursue more than one procedure.

e. If the teacher chooses to pursue the statutory procedure, all applicable provisions of Section 3020-a shall apply.

f. If the teacher chooses to pursue the arbitration procedure all applicable provisions of the arbitration section of this Agreement and the provisions of Article 75 of the Civil Practice Law and Rules shall apply.

### **SECTION 39 PROMOTIONAL OPENINGS**

1. There shall be a two-year limitation on all acting assignments.
2. All openings for promotional positions and for positions paying salary differentials other than at the building level shall be adequately publicized in every school and all qualified teachers shall be given an adequate opportunity to make application for such positions.

### **SECTION 40 GENERAL EMPLOYMENT PROVISIONS**

1. Terms of Employment

All teachers covered by this Agreement shall be engaged on a school year basis. School year employment shall start at the opening of school in September (for pay purposes on Labor Day) and shall continue on school days until the close of school for summer recess.

2. Medical Examination

a. All new teachers may be required to have a medical examination prior to employment by the District as a prerequisite to qualify for benefits under Section 41.

b. All medical examinations and tests related to application requirements for new bargaining unit members shall be paid by the District provided that the examinations and tests are administered by a physician representing the District. Subject to the approval of the Board of Education, a teacher may be examined by one's personal physician of choice. However, should a teacher choose to be examined by a personal physician, the District shall pay only the portion that represents the rate paid to physicians representing the District. Any additional costs incurred shall be borne by the individual bargaining unit member.

c. Standard immunizations, if required by the City School District, shall be provided free for all teachers.

d. Any bargaining unit member employed by the Board may, at the request and direction of the Superintendent, be required, at the Superintendent's discretion to submit to a medical examination either by a physician of the member's choice or by a district appointed physician in order to determine the physical or mental capacity of such person to perform assigned duties.

e. A committee, with teacher unit representation, shall be established by the Chief of the Office of Human Capital to develop administrative procedures concerning testing of employees whose performance may be impaired by the use of alcohol and controlled substances.

### 3. Salary Payments

Beginning July 1, 2012, teachers shall have the option annually to choose between 1/22nd or 1/26th of their annual salary paid per the District's final annual payroll schedule beginning in September and every two weeks thereafter adjusted for days when schools are officially closed on Fridays.

### 4. Additional Time Worked

All members of the eligible unit employed beyond their normal assignment for comparable work of a professional nature shall be paid 1/200th of their annual salary for the actual days assigned and worked beyond their normal work year.

a. Library/Media Specialists shall report to work five days prior to the first reporting day for teachers in September and shall work until June 30th. They shall be paid 1/200th of their annual salary for each of the additional days.

b. Counselors shall work until June 30th. They shall be paid 1/200th of their annual salary for each of the additional days.

c. Bargaining unit members assigned to translate mid-term and/or final exams shall be paid at the rate of 1/200th per day.

### 5. Early Termination

Teachers who terminate their services before one (1) pay period has passed shall be paid 1/200th of their annual salary for each full day worked.

6. No bargaining unit member shall be required to transport a pupil in one's personal automobile.
7. No restriction, other than that of good judgment, is placed upon the freedom of teachers to use their own time for gainful employment insofar as it does not interfere with the satisfactory performance of their school duties.
8. All conditions of employment including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions, shall be maintained for the term of this contract at not less than the highest minimum standards in effect on the system at the time this contract becomes effective, except as provided by an express provision of this Agreement.
9. A direct payroll deposit program shall be provided.

#### **SECTION 41 GENERAL ABSENCE PROVISIONS**

1. Rate of Salary Deduction
  - a. No Deduction - Self Explanatory
  - b. Regular Deduction - shall be at the daily rate of 1/200th of Step I, Appendix A, for all personnel.
  - c. Full Deduction - shall be the daily rate of 1/200th of the annual salary for those serving on a school year or ten-month basis.
2. Determining Full or Part Time
  - a. FULL-TIME shall be interpreted to mean a full schedule at full annual salary.
  - b. PART-TIME shall be considered as cases where a partial schedule is involved. Such part-time may be a partial schedule every day or a full schedule on certain days only. Part-time will be prorated for purposes of salary, service credit, or benefits.

3. Salary Deductions

The following absence classifications, conditions and exceptions governing all salary deductions pertain to all full-time teachers assigned on a school year basis and to regular contract substitute teachers assigned for one (1) year but shall not apply to temporary substitutes and regular substitutes assigned for less than five (5) months or one (1) semester or assigned on a part-time basis.

4. Class A Absences (Accumulation)

No deductions shall be made for personal illness, including pregnancy related medical disability or certain injuries under the following specified conditions with the exceptions outlined. Such absences shall be limited to a total of ten (10) days\* for each complete year of service cumulative as follows:

\*Illness allowance for less than a complete year of service shall be prorated.

TABLE A

YEARS OF SERVICE	MAXIMUM DAYS ALLOWED
Up to 1 year.....	10 days
1 to 2 years.....	20 days
2 to 3 years.....	30 days
3 to 4 years.....	40 days
4 to 5 years.....	50 days
5 to 6 years.....	60 days
6 to 7 years.....	70 days
7 to 8 years.....	80 days
8 to 9 years.....	90 days
9 to 10 years.....	100 days
10 to 11 years.....	110 days
11 to 12 years.....	120 days
12 to 13 years.....	130 days
13 to 14 years.....	140 days
14 to 15 years and thereafter .....	150 days

5. Regulations Governing Class A Absence at No Deduction

a. For bargaining unit members hired prior to September 7, 1984, days allowed are as outlined in Table A and available to use in full measure in any one (1) year minus the total number of days used for

personal illness during the three (3) previous school years.

b. For bargaining unit members hired prior to September 7, 1984, in the event all allowable days have been used during the three (3) previous years, ten (10) days will be allowed during the current year and a new number of allowable days shall begin to accumulate the following year at a rate of ten (10) days per year up to but not exceeding the appropriate allowance of days in Table A.

c. For all members of the bargaining unit hired on or after September 7, 1984, the sick leave allowance will accrue in the following manner:

At the beginning of each school year ten (10) illness days shall be added to the previous number accrued. At no point may this number exceed 150. At the end of each school year a new allowance shall be computed reflecting any illness days used that year.

d. Non-tenured teachers resigning before the close of the school year who have exhausted their allowable time for illness beyond the rate of one day for each month of service, up to and including the last day of service, will have their last salary check adjusted for the overpaid days.

## 6. Procedures - Personal Illness

a. Request for Absence form shall be filed for all absences due to illness. Submit the form to immediate supervisor or principal for signature who shall forward to the Office of Human Capital.

b. Certificate of Personal Illness (CPI) stating the nature and extent of illness signed by a duly registered physician, a licensed chiropractor, or a Christian Science practitioner may be required at the Superintendent's discretion at any time, for any reason, and under any circumstances.

c. Any bargaining unit member using a personal illness day on the work day immediately preceding or after a holiday or recess period must substantiate the illness by providing a Certificate of Personal Illness (CPI) as set forth in subparagraph (b) hereof as soon as practicable but not later than five (5) calendar days of the date of the return.

d. Consistent with the procedures of this subsection, up to ten (10) days per year may be used for family illness absence for care of a spouse (as defined by state/federal law), parent or child.

7. Class A - Personal Illness at Full Deduction

Full deduction for personal illness days will be taken under the following circumstances:

a. For the full period of absence when Sections 41.6b and 41.6c are not complied with.

b. For surgery for the relief of a chronic disorder, unless medical reasons require that the surgery be performed during the school year.

c. For illness or bodily injury caused outside the school by another where successful recourse is had to the regular procedure for collecting damages.

d. For additional days needed because of a personal illness or injury beyond the allocated days for years of service, as outlined in Table A.

e. For newly assigned or probationary teachers who have not had any required pre-employment physical examination and whose report of that examination is not on file in the Office of Human Capital.

8. Workers' Compensation

The following rules relate to Workers' Compensation covering injuries sustained during the course of employment with the District. These rules apply to full and part time teachers.

a. Full salary shall be paid for an absence due to an injury for as many days as the injured employee has accumulated illness allowance. Only the first five (5) days will be deducted from illness allowance. The balance of the time is available to be used for regular illness, but not for the injury.

b. When full salary in lieu of the compensation rate as prescribed by law has been paid for the number of days representing accumulated illness allowance, the injured employee shall then be paid the compensation rate for the balance of the disability until the physician has declared the injured employee ready to resume usual work. This compensation payment covers summer months and unpaid school vacation periods.

c. If an employee is still disabled in September, full salary

shall be paid in lieu of the compensation rate for the first ten (10) days of the new year after which the compensation rate shall be resumed.

d. Permanent or long-term disabilities shall be handled individually as the need arises.

e. The District will pay all medical bills arising from compensation injuries. All compensation matters are handled by the Office of Human Capital.

f. All reports of injuries must be forwarded to the Office of Human Capital within thirty (30) days from the date of injury.

## 9. Class B Absences

No deduction shall be made for absences not to exceed a total of eight (8) days in any one year, under the conditions specified below, including individual limitations for each incident as outlined. Exceptions to increase either the individual incident limitation or the total eight-days-in-one-year limitation, for situations considered abnormal or unusual, may be made only when approved by the Superintendent.

For the purposes of determining eligibility for the following provisions, "immediate family" is defined as spouse (as defined by state/federal law), parent, child, or grandchild, brother, sister, grandparent, by blood, marriage, or legal adoption, but excluding uncles, aunts, nephews, and nieces who are blood relatives unless they are living in the same house.

### a. Conditions - No Deductions

(1) Death in the immediate family not to exceed five (5) consecutive days per incident including either the day of the death or the day of the funeral.

(2) Death of blood relatives living in the same household (uncles, aunts, nieces, nephews, cousins) not to exceed three (3) days as requested.

(3) Death of blood relatives not living in the same household (uncles, aunts, nieces, nephews, cousins) not to exceed one (1) day as requested.

(4) Absence not to exceed two (2) days if necessitated by educational examinations conducted by the State of New

York, the Board, or by an institution of collegiate grade or for the attendance thereafter as a recipient of a degree.

(5) Absence not to exceed two (2) days for each incident due to summons by a Selective Service Board or other military organization having the power of direction necessitating absence due to military obligation or national security.

(6) Absence of one (1) day, including travel time, for the recipient of an earned degree by a teacher, spouse (as defined by state/federal law), or child of a teacher.

(7) Absence for two (2) days to the spouse or either parent for the birth, or parent for the legal adoption, of infant children.

(8) Teachers in reserve military units will be fully paid for the two (2) weeks of active duty, or in compliance with legal requirements, whichever is greater. A copy of the military order must accompany the Request for Absence.

b. Class B - Regular Deduction

For additional days needed beyond those allowed for death in the family under Class B Absences.

10. Class C Absences

No deductions shall be made for absences due to circumstances and for periods of time beyond the individual's control.

a. Conditions - No Deductions - Personal Leave

(1) The absence results from compliance with the requirements of a court if the bargaining unit attends a court under subpoena or as a witness to which one is not a party. In such cases, a teacher is required to submit copies of court orders, or written proof of specific days spent in court.

(2) Absence caused by quarantine established by the Health Department, in all such cases the nature of the quarantine served by the Health Department must be submitted with the application for exemption, and satisfactory proof of the beginning and the close of the quarantine period must be furnished. This exemption does not apply to personal quarantine which shall be considered a personal illness and which will be covered as a Class A Absence.

(3) Absence because of jury duty for the actual days of reporting and paid for rendering such duty as indicated by the Commissioner of Jurors fee-paid slip. The Commissioner of Jurors will arrange an after-school qualifying examination. All compensation received for services performed as a juror while on required and/or approved jury duty shall be refunded to the District. Said refund need not include authorized transportation and/or parking fees for which funds are or are not provided.

(4) Absence for attendance as a duly elected delegate or alternate to the:

(a) Annual convention of the New York State Teachers Retirement System.

(b) Annual convention of the House of Delegates of the New York State United Teachers.

(5) If and when the District identifies an appropriate professional development activity (such as a conference, convention, course, seminar, or workshop) and authorizes a bargaining unit member to attend and participate in the activity, whether the activity is offered by the District itself or by an agency or institution external to the District, the following conditions shall apply:

(a) The absence must be authorized in advance and in writing by the bargaining unit member's school principal or, if the bargaining unit member is assigned to Central Office, by the member's Central Office supervisor.

(b) The reasonable costs of the absence (such as fees, materials, meals, and transportation) shall be paid or reimbursed by the District in accordance with District regulations; and

(c) When the bargaining unit member is a classroom teacher the member's school principal shall be responsible for arranging for a substitute teacher (which may be a per diem substitute or a Building Substitute) during the member's absence.

(6) If and when a bargaining unit member is authorized to accompany students from one's school on a school-sponsored activity or trip, the three conditions set forth above shall also be applicable.

(7) Absences resulting from travel for professional business in the interest of a professional organization of teachers within and considered a part of the District if the absence is authorized in advance by the Superintendent.

(8) Two (2) personal leave days may be taken singly or together in any one-year for personal business, religious observances, or family illness not covered in other sections of this Agreement and which require absence during the school hours. Application for personal leave shall be made three (3) days before taking such leave (except in case of emergencies). The applicant must state "Personal Leave" as the reason for taking such leave.

Personal leave shall not be granted:

- (a) The day before or after holidays.
- (b) The day before or after scheduled recesses.

In the event that any teacher's two (2) days of personal leave are not used, it shall be accumulated and can be used for personal illness qualifying for no deductions. Such accumulations shall be in addition to the maximum sick leave allowed in Subsection 41.4 (Table A) of this section.

(9) Up to a total of five (5) days (two personal days and three illness days) of leave for religious observance may be taken in any given year from an employee's accumulated illness allowance. Personal days are to be applied before using accumulated illness days.

(10) It is understood that any teacher who by willful misrepresentation violates the personal leave policy shall forfeit all accumulations and any other further rights to compensated absences under Section 41 until reinstated in good standing by the Board on the recommendation of the Superintendent.

b. Class C - Regular Deduction

(1) Absence due to illness in the immediate family (Section 41.9) excluding uncles, aunts, nephews, and nieces who are blood relatives unless they are living in the same house not otherwise provided herein, is basis for regular deduction and will be so treated for a total of three (3) days within any one (1) year.

(2) For absences not to exceed three (3) days

beyond the five (5) days, taken for religious holidays provided the absences are scheduled for and approved by the Superintendent of Schools prior to the time the absences occur.

c. Class C - Full Deduction

(1) For failure to supply, when requested, copies of written proof of court orders and specific days spent in court for any excusable reason.

(2) For failure to file proper absence request forms in sufficient time to allow the Superintendent to rule on the request.

11. Class D Absences

a. Full deduction shall be made for all unexcused absences or absences in excess of allowances specified under Classes A, B, and C. For unexcused absences which occur during all or any part of the day before or after a paid day when school is not in session, the deduction shall include the paid day(s) when school is not in session. When the personal illness allowance specified under Class A has been exhausted, the deduction shall include paid day(s) when school is not in session unless a CPI covering the period prior to and/or after the holiday is filed. The teacher must work either the day before or the day after the paid day when school is not in session.

b. It is understood that excessive and/or repeated unexcused absences may result in disciplinary action.

12. Hardship - Unforeseen Circumstances

Deviation from any of the regularly specified conditions and exceptions covered by this Section and necessary because of extreme hardship or unforeseen circumstances shall be made only upon the recommendation and approval of the Principal and the final approval of the Chief of the Office Human Capital.

13. Return to Service

a. Following a Disability Retirement

A teacher may not be reinstated following a disability except upon the recommendation of the Superintendent and with the approval of the Board, and in addition, satisfactorily passing a physical examination by a physician representing the Board.

b. Following an Illness

A teacher who has been absent because of an illness, and whose illness certificate has not been approved, may resume teaching only after examination and certification by a physician representing the Board and the approval of the Superintendent.

14. Catastrophic Illness Leave

a. Upon complete exhaustion of paid illness allowance provisions of this Agreement, a unit member may request from the Superintendent a catastrophic illness leave. The Superintendent shall convene a joint committee chaired by the Chief of the Office of Human Capital to review the request. If the joint committee recommends and the Superintendent approves a unit member may receive up to ninety-five (95) paid illness days.

b. Upon exhaustion of such paid catastrophic illness leave, the unit member may reapply for an additional paid illness leave of up to ninety-five (95) days. The granting of such additional leave is discretionary on the part of the Superintendent and is contingent upon the unit member applying for a disability retirement and resigning from employment with the District at the end of such leave. No seniority shall accrue during catastrophic illness leave.

15. Family and Medical Leave Act

All leave and benefit provisions of this Agreement will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied if the contractual leave and benefits provide less than the FMLA.

16. RTA Paid Absence Bank

a. The Paid Absence Bank (hereinafter referred to as "PAB") shall be administered by the Association. The purpose of the paid absence bank is to provide compensation to bargaining unit members who are absent due to serious personal illness or injury.

b. The PAB shall be administered by the Association using the following guidelines:

(1) To be eligible to utilize the paid absence bank a bargaining unit member:

(a) Must have exhausted personal illness allowance specified under Class A in Section 41 of the Agreement.

(b) Must be ineligible for catastrophic illness leave and/or hardship leave as provided in Section 41 of the collective bargaining Agreement.

(c) Must apply for use of the paid absence bank to the Association with a written medical statement on a completed application form.

(2) PAB payments are only available after ten (10) days of continuous absence for the specified illness or injury, retroactive to the first day.

c. The PAB may not be used for vacation or other personal leave.

d. Any decision of the Association as to entitlement to use of the paid absence bank is not subject to the grievance procedure.

e. Bargaining unit members who are absent from work and are receiving workers compensation or disability benefits may only use the PAB for payment for the difference between the amount of such benefits and the employee's regular salary.

f. Transmittal from the Association of an approved form to payroll shall constitute authorization for pay from the PAB.

g. The PAB will be initially credited with one thousand (1,000) days.

h. In the event the District is required and unable to supply a substitute teacher (either a per diem substitute or a Building Substitute) to cover an assignment for a classroom teacher who is absent due to illness or injury, the District shall notify the Association and during school years 2022-23 and 2023-24 .25 day will be added to the PAB for each day a substitute teacher has not been supplied and this shall sunset on June, 30, 2024. Resuming on July 1, 2024, .50 will be added to the PAB for each day a substitute teacher has not been supplied. The information shall be reported to the Association by the District's substitute office at a mutually agreeable interval.

i. The maximum number of days that a bargaining unit

member may receive from the paid absence bank shall be determined by the Association.

j. Each summer, the Association shall provide an accounting of the status and use of the paid absence bank during the previous fiscal year in the form required by the District's Chief Financial Officer.

k. The Association agrees and shall defend, indemnify and hold harmless the District with respect to any and all claims or causes of action of any type relating to the Association's administration and decisions pertaining to the PAB.

**SECTION 42  
LEAVES OF ABSENCE**

1. Return After Leave - Tenure Status

A tenured teacher returning from a leave shall retain tenure status.

2. Parental Leave

a. Any teacher on permanent appointment or on probationary status is eligible for parental leave without pay.

b. Where possible, not less than thirty (30) calendar days prior to the commencement of the requested leave, a request for leave shall be made in writing to the Office of Human Capital an adoption agency must accompany the request for leave.

c. All teachers returning from leaves of absence under this Section shall be restored to equivalent positions.

d. The teacher must agree to write the Chief of the Office Human Capital not later than November 1st in the fall semester or March 1st in the spring semester before the expiration of the leave, concerning plans for the next school term. Unless an extension is requested and granted, the teacher shall either return to service no later than the beginning of the third full semester from the date such leave is granted or the Board shall terminate the member's services. Return to service shall be at the beginning of a school semester.

e. In the event a bargaining unit member exercises the right

to return at the end of the leave, that person shall be entitled to receive all benefits accumulated prior to the time of the leave.

f. Where a female employee has used her illness allowance due to a pregnancy related disability, upon termination of that pregnancy related disability, the teacher must return to work or must request a parental leave in accordance with the provisions of this Section.

g. Leaves of absences without pay shall be granted for the purposes of parenting. Return to employment shall be governed by Section 42.2d.

h. If the parental leave of absence is granted before the expiration of a probationary period, the teacher must complete the unexpired portion of the probationary period satisfactorily upon return from leave before tenure appointment is granted.

### 3. Exchange Teacher Leave

a. Upon the recommendation of the Superintendent, leave for exchange teacher positions under either national or international programs may be granted by the Board to teachers who have successfully completed the entire probationary period in the District.

b. The Board shall compensate any teacher granted exchange teacher leave on the basis of said teacher's regular salary status. Any period served as an exchange teacher shall be applied to the salary schedule set forth in Appendix A of this Agreement as if such period had been served by the teacher in the District.

### 4. ACTION Leave

a. Leave of Absence without pay will be granted up to two (2) years to any teacher who joins the Peace Corps or VISTA as a full time participant in such program.

b. Any period so served will be applied to the salary schedule set forth in Appendix A of this Agreement as if such period had been served by the teacher in the District.

### 5. Sabbatical Leave for Accredited Study

Regularly appointed teachers who have served for five (5) years may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for accredited study

upon the following conditions:

a. Applicants must file with the Superintendent a statement of the definite purpose for which such leave of absence is desired. This statement must include the institution at which the individual is to study and courses to be pursued.

b. Any change in the approved plans must be submitted in writing in advance to the Superintendent and the Board for approval. Sabbatical leave pay will not be paid for change in plans not so approved.

c. Persons granted sabbatical leave of absence are required to report once each semester to the Superintendent of Schools during such absence, indicating the nature of the courses taken at a university and the application of these to the work of the individual.

d. Applicants must file with the Board a written agreement to remain in service of the Board for a period of time equal to three times the length of the leave. If a person resigns from the service of the Board within this time period, the teacher shall refund to the City School District said proportion of the salary paid during the leave of absence as the unexpired portion of time shall bear to said period. If, upon return from sabbatical, the services of the teacher are terminated through job abolition at any time during the three year period and if the teacher is no longer employed by the District, the teacher shall not be required to pay any pro-rated refund. Any refund owing to the District shall be repaid in equal monthly installments, as a minimum, so that the total amount owing to the District will be paid in full not later than five (5) years following the expiration date of the paid sabbatical leave.

e. Teachers taking leave shall not be eligible for such leave until five (5) years have expired after return.

f. A teacher on sabbatical leave will receive sixty percent (60%) of base salary for the length of the leave.

g. At any time, not more than .75 percent (.75%) of the total number of teachers shall be on leave of absence.

h. At the discretion of the Joint Committee, more than .75% of the total number of teachers may be awarded sabbaticals as long as the total number of full-year sabbaticals does not exceed the number of teachers specified above.

i. At the discretion of the Joint Committee, sabbaticals may

also be awarded for less than one full semester.

All sabbatical leaves will be granted according to criteria developed by the Joint Committee.

(1) Regular annual salary increments shall be given for the time of leave the same as for regular service in the school.

(2) Applications for such leave of absence for any school year shall be acted on by the Board no later than the first regular meeting in April of the preceding year.

j. If teachers who are granted sabbaticals decline to take them, the Joint Committee shall award the sabbatical through July 15th of the following summer to the next highest-ranking teacher who had applied.

6. Other Approved Leaves

a. Leave Without Pay

Permanently appointed teachers may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence without pay.

b. Salary Determination/Full-Time Study

Permanently appointed teachers may, upon the recommendation of the Superintendent and with the approval of the Board, be given their regular salary increment for full-time approved study at an accredited institution of higher learning. For purposes of complying with this Section, it is understood that full-time study shall be defined as a minimum of ten (10) semester hours of approved study each semester. It is further understood that in cases of consecutive leaves of absence for study, only one (1) step will be granted on the salary schedule.

c. Deviations from the above may be recommended by the Superintendent.

7. Return After Leave of Absence

a. Teachers who have been granted leaves of absence shall notify the Superintendent in writing on or before the first day of November or March preceding the opening of the semester following the expiration of the leave of their intention to resume work at the beginning of the ensuing school semester.

b. For teachers returning from approved leaves of absence, every effort will be made to place those teachers in the assignments from which they left.

c. No seniority (for purpose of transfer or layoff) shall be granted during any leave of absence granted in this section.

### **SECTION 43 HEALTH INSURANCE CONDITIONS**

1. a. Bargaining unit members assigned full time or full schedule for the type of assignment involved shall be entitled to health and hospitalization, major medical, and dental benefits to be administered through a recognized health insurance carrier. Such health benefits shall be equal to or exceed the 1981-82 levels of insurance. The District shall retitle the RTA plan to Blue EPO–RTA Enhanced Plan on January 1, 2023. The available services and premium contributions for all members in the Blue EPO–RTA Enhanced Plan shall be the same as the Blue EPO Enhanced Plan, except that as of January 1, 2024, bargaining unit members only shall be eligible to receive \$300 per bargaining unit member for participation in the Healthy Rewards Program. The District shall retitle the RTA plan to Blue EPO–RTA Core Plan on January 1, 2023. The available services and premium contributions for all members in the Blue EPO–RTA Core Plan shall be the same as the Blue EPO Core Plan, except that as of January 1, 2024, bargaining unit members only shall be eligible to receive \$300 per bargaining unit member for participation in the Healthy Rewards Program.

b. Effective July 1, 1991, all new hires shall contribute fifteen percent (15%) of the health insurance premium costs for health and hospitalization, major medical and dental benefits.

Bargaining unit members hired on or after September 13, 2002, enrolling in the traditional Blue Cross/Blue Shield major medical plan shall pay the difference in premium cost between the most expensive HMO corresponding to the employee’s plan or fifteen percent (15%) of the health insurance premiums cost of the traditional Blue Cross/Blue Shield major medical plan, whichever cost amount is greater.

c. Effective January 1, 1992, each married employee whose spouse (as defined by state/federal law) is also employed by the District shall be entitled to benefits under only one family contract.

d. A new teacher must submit to the Office of Human Capital within thirty (30) days of the first day of employment a Declaration of Intent to enroll.

e. After thirty (30) days of employment, a teacher may apply for coverage by submitting to the Department of Human Capital the Declaration of Intent to enroll, and by conforming to the rules for admittance to the plan desired.

2. All regularly Board appointed teachers assigned full time or full schedule for the type of assignment involved shall be entitled to health and hospitalization benefits.

a. A new teacher must submit to the Office of Human Capital within thirty (30) days of the first day of employment the Declaration of Intent to enroll.

b. Effective October 1, 1997, the Major Medical deductible shall be \$200.

c. Effective October 1, 1997, the Major Medical benefit for private duty nursing shall be limited to \$100,000 per year.

3. All regularly Board appointed teachers assigned full time or full schedule for the type of assignment involved will be eligible to enroll in the District's Dental Insurance Program. The District's Dental Insurance Program shall be modified so as to provide improved benefits consistent with the Health Economics dental plan.

4. It is required that:

a. Addition of spouse must be made within sixty (60) days of the date of marriage through the Office of Human Capital.

b. Change in marital status or death of a spouse must be reported to the Office of Human Capital so that the insurance carriers may be notified and adjustment in plan be made if necessary.

5. Full premium amounts will be paid by the District to the insurance carrier or carriers involved.

6. The teacher is entitled to health insurance coverage through the last month of active employment.

7. When accumulated illness allowance of an insured teacher is

exhausted, premiums will be paid by the District for such time, not to exceed ten (10) weeks, as may be necessary for the insured bargaining unit member to arrange new coverage.

8. The employee who becomes eligible for Medicare, or whose spouse becomes Medicare-eligible, either due to reaching age 65 or due to disability, must notify the Office of Human Capital in advance so that the health insurance may be converted under the provisions of Federal law.

9. Health and dental insurance premiums will be paid by the District for the months of July and August provided that the bargaining unit member is employed by the District on the last day of the school year in June preceding the July and August period.

10. The teacher assumes full premium cost while on leave without pay.

11. The teacher shall be allowed, upon retirement\*, to transfer to the retired employee's group by requesting the transfer through the Office of Human Capital. The Board shall pay 100% of the cost of the health and hospitalization premium provided the employee has been employed by the District for at least ten (10) continuous years prior to the date of retirement. The teacher shall assume the full premium costs for the Major Medical Program.

\*For those employees not members of the New York State Teachers' Retirement System, retirement is interpreted to mean meeting Social Security requirements.

12. The Flexible Spending Account currently provided shall be available to all bargaining unit members.

13. A joint committee of all parties will be established with a goal to identify all possible health and dental benefits economies and cost savings practices, effective as soon as is practicable.

14. Part-time employees who work .5 FTE or more shall remain entitled to health insurance the same as a full-time employee. Part-time employees with regular contract substitute status working less than .5 FTE shall receive benefits on a pro-rated basis. Job sharers are exempted from this provision and remain entitled to full-time benefits. Tenured teachers on Board-approved part-time leaves of absence as of July 1, 2004, of less than .5 FTE shall remain entitled to health insurance the same as a full-time employee provided there is no break in service.

**SECTION 44**  
**ALTERNATIVE HEALTH CARE PLANS -**  
**HEALTH MAINTENANCE ORGANIZATIONS**

1. The Board shall additionally provide opportunity to members of the bargaining unit to enroll in a prepaid Health Maintenance Organization (hereinafter referred to as "HMO") available in the area under the following provisions:

2. Upon notification by the union to the employer of the availability of a comprehensive HMO, the employer agrees that each employee covered by this Agreement shall have the privilege of subscribing to the comprehensive HMO, and that such an employee's option be in lieu of the group health insurance plan for hospital, medical, surgical, and related services provided by Section 43 of this Agreement. The employer agrees that if the employee elects such option, the employer will contribute monthly for each covered employee the entire premiums or subscription charges for the comprehensive HMO coverage. However, the employer's contribution toward such comprehensive HMO shall not be greater than the amount which the employer would have paid or contributed had the employee not elected such comprehensive HMO in order to pay for the group health insurance plan for hospital, medical, surgical, and related services provided by Section 43 of this Agreement. If the premium or subscription charges required for the employee's participation in the comprehensive HMO is greater than the amount the employer is liable to contribute under this section, the employer agrees to check-off from the employee's pay, upon receipt of a written authorization for such purpose from the employee, the additional amount required for full payment of the premium or subscription charge.

3. Enrollments in and cancellations of HMO's can only be made once each year and are limited to the District's annual March 1<sup>st</sup> anniversary date. Notification of intent to enroll and/or cancel must be received in the Office of Human Capital no later than thirty (30) days prior to the March 1st effective date.

4. Effective October 1, 1997, all unit members shall have the choice of the following HMO offerings: Blue Choice Select Extended with vision, eyewear and three tier prescription riders and Preferred Care Community 201-2 Plan with eyewear and prescription riders.

5. The parties agree to change from community-rated to experience-rated health insurance with all other District unions in a manner that applies to all employees.

Until a change has been formalized, the parties agree to extend the modified delivery of the following HMO coverages: Blue Choice Select Extended with vision, eyewear and three tier prescription riders and Preferred Care Community 201-2 Plan with eyewear and prescription riders. Such extension will continue through June 30,2009 or until experience rating is adopted at which time HMO benefits shall be provided pursuant to Section 44.4.

The District will continue to fund a medical reimbursement account (105 Plan) for each employee enrolled in Blue Choice Value or Preferred Care Opportunity to reimburse for additional out of pocket expense between Blue Choice Value and Blue Choice Select and Preferred Care Opportunity and Preferred Care Community respectively. In effect, the establishment of this 105 Plan shall continue to maintain a “save harmless” cost situation for teachers.

For teachers who retire/resign under VESA or any other arrangement which would provide retiree health benefits according to the Agreement during the 2002-2003 and 2003-2004 school years, the Blue Choice Select or Preferred Care Community plan shall be the available HMO offering and entitlement rather than the Blue Choice Value Plan or the Preferred Care Opportunity.

6. A joint RCSD/RTA task force shall be established to explore other benefit enhancements, incentives to reduce health insurance costs and cost control measures.

## **SECTION 44A 2009 HEALTH BENEFIT PLAN**

1. As approved by the Board on October 22, 2009, health insurance as formerly provided under Sections 43 and 44 of this Agreement is replaced by the Excellus EPO Enhanced Base Plan (“Base Plan”) and Excellus EPO “Buy Down/Economy” Plan (“Buy Down/Economy”) as agreed by the parties on October 20, 2009. Plan documents were provided to the parties in November 2009 for the Excellus EPO plans.

2. These documents set forth the health benefits which form the basis for this agreement and include coverage of dependent, full-time students to age 26, “Healthy Reward Wellness,” an eyewear allowance, and a three tier prescription drug plan.

3. Bargaining unit members’ share of the premium payments for the Base Plan will continue consistent with Sections 43 and 44 of this agreement.

4. Bargaining unit members hired after July 1, 1991, who choose the Buy Down plan will pay five percent (5%) of the premium cost; for unit members hired before July 1, 1991, the district will pay the full premium of the Buy Down/ Economy plan.

5. For retired unit members who have not yet reached age 65, the District will continue to pay premiums for the Base Plan consistent with Sections 43 and 44 of this agreement.

6. For retired unit members who have not yet reached age 65 and who were hired after July 1, 1991, who choose the Buy Down Economy plan, the district will pay ninety-five percent (95% of the premium cost; for retired unit members who have not yet reached age 65 who were hired before July 1, 1991, the district will pay the full premium of the Buy Down plan.

7. At age 65, a bargaining unit member and spouse who retired on or after October 22, 2009, shall have following retiree health options consistent with Section 43:

a. Blue Choice Medicare Advantage at no cost to the retiree

b. Excellus Blue Cross/Blue Shield without Major Medical coverage at no cost to the retiree

c. Excellus EPO "Medicare Carve-out" Plan with contributions based on the cost of the Enhanced base plan less the cost of traditional Blue Cross/Blue Shield.

8. The Association is a member of the District-wide Healthcare Committee that addresses the efficient continuation of benefits for bargaining unit members.

#### **SECTION 45 TAX SHELTERED ANNUITIES**

The Board shall provide the opportunity for employees to participate in appropriate tax sheltered annuity programs.

**SECTION 46**  
**GENERAL SALARY AND ALLOWANCE PROVISIONS**

1. **Teaching Positions**
  - a. **General Provisions**
    - (1) **Basic Salary**

Unless otherwise provided herein, or required by law, or by special action of the Board of Education, all teachers shall be paid under the provisions of Appendix A.

- (2) **Service Credit**

Except by special action of the Board of Education, years of Rochester service prior to probationary appointment shall be credited only for continuous and satisfactory full-time teaching on assignment in the Rochester Public Schools. Full-time teaching on a partial schedule will be prorated accordingly.

- (3) **Salary Withhold**

In the event of a general salary increase in the local salary schedule, or for regularly scheduled increments, either the amount of the general increase or the scheduled increment or both may be withheld if a teacher has received an evaluation rating of "Developing/Below Professional Standards" or "Ineffective/Unsatisfactory" if the withholding is recommended by the Superintendent of Schools. Such withhold shall be considered a disciplinary matter and subject to the grievance procedure.

- b. **Salary Differentials**

- (1) Differentials based upon the following conditions shall continue for those unit members holding such positions as of November 1, 1978. Unit members appointed to such positions after November 1, 1978, shall not receive differentials.

- (a) Bilingual Program - Teachers in the Bilingual Program, \$320.

- (2) Teacher coordinators of special Education shall receive an annual stipend of \$1,500.00 for serving as CSE Chairs at Central Office for a maximum of fifteen (15) times a year. The stipend shall be paid in two equal installments at the end of each semester.

(3) **License Fees** - Unit members whose positions require special licensure by the State Education Department (e.g., speech/language teachers, psychologists, social workers, etc.) will receive reimbursement by the District for the license fees upon presentation of a receipt for the fee and a copy of the required license.

## 2. **Salary Credits**

a. Upon the recommendation of the Superintendent of Schools and with the approval of the Board, credit for the following (not to exceed ten years) may be granted to an applicant:

- (1) Recent teaching experience, or
- (2) Honorable military service (not to exceed two years), or
- (3) Related vocational experience.

### b. **Initial Salary Placement Guidelines**

(1) Any draft of revised salary placement guidelines shall be developed by the District and forwarded to the Association for the Association's consultation and comment. Such guidelines shall include, but need not be limited to, the following features:

- (a) Salary credit for prior teaching experience.
- (b) Salary credit for Master's/Doctor's degrees or other advanced certifications.
- (c) Salary credit for directly related vocational experience.
- (d) Salary credit for relevant work experience in the District in another bargaining unit or employee group.
- (e) Delineation of limited "special circumstances" for which salary credit will be provided (e.g., attracting teachers in shortage areas).

(2) The parties acknowledge that the finalization and promulgation of the guidelines are and shall continue to be the prerogative of the District.

(3) Any grievance regarding initial salary placement shall be filed at Stage 2 of the grievance procedure. Such grievance must be filed during the school year of initial employment and no later than 125 calendar days of either the first day of such school year or the date of hire, whichever is later, but in no event after June 30th regardless of the date of hire. Failure to file a grievance regarding initial salary placement within the appropriate time period shall act as a bar to the subsequent filing of such a grievance. The concept of a "continuing violation" shall not be applicable to any grievance directly or indirectly involving initial salary placement and thus the time period for filing such a grievance may not be extended beyond the 125 calendar day period or June 30th as set forth above.

### **3. Salary Increments and Benchmarking**

#### **a. Salary Benchmarking Formula**

(1) In order for the District to remain reasonably competitive with the top one-third of school districts in the Monroe County region with respect to teachers' salaries at designated career junctures (e.g., entry level, 5 years' experience, 10 years' experience, etc.), the parties agree that the most recent average annual increase of salaries across those top districts shall provide the basis for design of a formula intended to inform bargaining for specific increases in salaries for unit members.

(2) To implement this provision, the parties shall first determine the most recent average annual salary increase across the top districts by utilizing current data and an agreed upon methodology and shall then apply the result in an agreed upon manner so as to achieve reasonably competitive salaries for unit members, particularly at the designated career junctures. Consideration may be given to what other significant changes were achieved during the negotiations for these benchmarking salaries.

(3) Either party may submit a demand for bargaining on salary matters, separate from and instead of using the formula to be developed as a result of this provision. Such a demand shall be submitted to the other party within ten (10) days of the adoption of the NYS budget, but in no event later than August 15 in any year.

(4) If the parties have not reached agreement on the

formula, its application or distribution, or have not reached a successor Agreement, by August 31, 2025, all unit members shall advance on the salary step listing as set forth in Section 46.3b. of this Agreement. The parties will continue to utilize the collective bargaining process as defined in Article 14 of the Civil Service Law until an Agreement is reached. The salary advancement defined in Section 46.3b. is not intended to be in lieu of a settlement, but only the salary continuation under Triborough while negotiations continue.

(5) The parties agree that salary agreements reached subsequent to procedures in subdivision 4 and/or 5 above being employed shall be retroactive to July 1<sup>st</sup> of the year such measures were employed.

(6) The parties have determined that the salary benchmarking formula for school year 2022-23 is 3.8%. Increases of 3.8%, inclusive of the Triborough increases already applied, shall be applied to the 2021-2022 salary schedule (Appendix A) retroactive to July 1, 2022. The District and the RTA shall continue the 3.8% salary increase for school years 2023-2024 and 2024-2025.

For the 2022-2023 and the 2023-2024 school years, bargaining unit members active on June 1 and remaining active through the last day of school for the relevant school year shall receive a one-time retention incentive payment in the maximum amount of fifteen hundred dollars (\$1,500) per year. Such retention incentive amount shall be prorated for all teachers working less than full time and teachers resigning due to extenuating medical reasons. This payment shall be made in a separate check on or before June 30 of the relevant school years.

(7) Salary schedules are set forth in Appendix A.

(8) A Joint RTA/RCSD Salary Committee, co-chaired by the Superintendent and the Association President, shall be formed to examine the viability of factoring into the salary schedule comparability with other professions with educational requirements and responsibility comparable to those required of teachers.

**b. Advancement**

Salary advancement pursuant to subdivision (5) of the Salary Benchmarking Formula shall be effective as follows: for unit members, such advancement shall be to the next higher salary set (see Appendix A), and shall become effective July 1, 2015, and each July 1<sup>st</sup> of any successive year thereafter. Unit members on step 35 shall advance to step

99.

The District's salary placement guidelines shall be congruent with the new salary schedule.

c. **Equation of Salary Increments and Service Credit**

Service credit will be determined in compliance with New York education state law.

d. **Adjustments in Salaries** A salary is subject to audit and immediate correction at any time for error and/or adjustment of incorrect payment.

4. **Allowance for Transportation**

a. **Attendance Teachers and Itinerant Teachers:** Attendance teachers and itinerant teachers who are required to travel from one school assignment to another shall be reimbursed at the IRS mileage rate as of July 1st of each year.

b. **Special Cases:** Teachers not covered in "a" above shall receive a monthly transportation allowance based upon a schedule of allowance prepared by the Finance Department and approved by the Superintendent and shall be included in the regular salary check each pay period.

c. **Outside of City Travel:** The allowances for approved travel outside the city shall be computed on the basis of the current IRS mileage rate where transportation by common carrier may not be used to best advantage.

5. **Miscellaneous**

The following rates are paid for additional duties, services, or responsibilities and applied to the teacher's annual base rate:

a. **Music Leadership**

(1) **Inter-High Choir** - The conductor of the Inter-High Choir shall receive \$1452 to cover weekly rehearsals, public performances, extra rehearsals, when necessary, and all other items including all clerical and travel time required.

(2) **Junior Inter-High Choir** - The conductor of the

Junior Inter-High Choir shall receive \$1452 to cover rehearsals and all other items including travel time required.

(3) **Inter-Junior Orchestra** - The conductor of the Inter-Junior Orchestra shall receive \$1452 to include rehearsal visits to elementary schools, necessary clerical work and travel time required.

(4) **Inter-High Orchestra** - The conductor of the Inter-High Orchestra shall receive \$1452 to include rehearsals, visits to elementary schools, necessary clerical work and travel time required.

(5) **Inter-High Band** - The conductor of the Inter-High Band shall receive \$1452 to include rehearsals, visits to elementary schools, necessary clerical work and travel time required.

(6) **Inter-High Rock Band** - The conductor of the Inter-High Rock Band shall receive \$1215 to include rehearsals, necessary clerical work and travel time required.

(7) **Saturday Morning Music Program** - The person in charge of the Saturday Morning Music Program at any one high school shall receive \$50 per Saturday.

(8) **Supervision of Instrumental Music Teachers** - The supervisor of the instrumental music teachers shall receive \$11 per hour.

(9) **District-Wide Music Ensembles** (including Marching Bands and Show Choirs) – Up to twelve (12) bargaining unit members may be approved by the Director of Arts to support District-wide music ensembles other than those previously listed for all rehearsals and performances from July 1 to June 30. Performances and rehearsals will be on weeknights and/or weekend. Each selected teacher shall receive a stipend of \$6,000 prorated and paid from September 1 to June 30 for the 2022-23 school year and from July 1 to June 30 for all subsequent school years.

(10) **Supervisor of District-Wide Performing Music Programs** – The supervisor shall be selected from among the co-conductors in #9 above. The stipend shall be an additional payment equal to 20% (\$1,200) of the co-Conductor stipend for additional duties.

b. **Secondary School Special Service**

(1) **Supply Store** – Bargaining unit members

assigned to Supply Store duty, shall receive \$1452 if the school is classified as a "Y" school including Edison Technical and Occupational Education Center, or \$1823 if the school is classified as a "Z" school.

(2) **Publications**

(a) **Year Book** - Bargaining unit members assigned to the Year Book responsibility shall receive \$1548 for this service.

(b) **School Paper** - For each issue published, bargaining unit members shall receive \$189 for a maximum of ten (10) issues per year.

(c) **Business Manager For All School Publications** - Bargaining unit members assigned to the responsibility of handling all business aspects of school publications shall receive \$791 for this service.

(d) **Literary Magazine** - Bargaining unit members assigned to the responsibility of a literary magazine shall receive \$323 for this service.

(3) **Student Government** - Bargaining unit members assigned to assume Senior or Senior and Junior government responsibility shall receive \$1656; and those responsible for Junior government only shall receive \$721 for such service.

(4) Bargaining unit members assigned to Math League coaching shall receive \$1935; for schools whose Math League teams exceed 20 students, an assistant coach shall receive \$968.

(5) Bargaining unit members assigned as Model UN advisors shall receive \$1290.

(6) Bargaining unit members assigned as Chess Team coaches shall receive \$1200.

(7) Registrars assigned to work days during school recesses by their building principals shall be compensated at the rate of 1/200 of their annual salary for each day worked.

c. **Activity Compensation**

(1) It is the intent of this sub-section to encourage

the development of new and additional extracurricular clubs and activities as well as the continuation of other such activities not previously compensated at the middle school and high school levels by providing compensation for advisors and funds for supplies and materials.

(2) Compensation for advisors provided under the existing contract or through other funding arrangements shall not be affected in any way by this Agreement.

(3) The District shall provide funding at the level of ninety-six thousand one hundred and forty dollars (\$96,140) for advisors and thirty-two thousand eight hundred and ninety dollars (\$32,890) for supplies, materials, printing, and transportation for use annually. Funds to each building shall be provided according to share allocations as determined by the July 1997, review as per subsection 9 below.

(4) At each middle and senior high school, the SBPT established according to guidelines negotiated by the District and the Association shall determine which clubs or activities shall have paid advisorships and the rate of payment for each advisorship.

(5) SBPTs may refer to rates for advisorships contained in Section 46 of the Agreement in determining appropriate rates for various levels of responsibility and time involved.

(6) Funding levels for advisorships shall be reviewed by the Joint RTA/RCSD Living Contract Committee as they are developed to ensure that procedures have been followed and the intent of the Agreement has been met.

(7) In the event that a SBPT does not allocate all funds available under this Agreement by March 1<sup>st</sup> of each school year-remaining funds shall be placed in a pool to be administered by the Living Contract Committee. Any funds remaining will be returned to the District's general fund at the end of the budget year.

(8) SBPTs, whose needs for club advisor funding exceed the allocation above, may request additional funding for specific clubs and extracurriculars. Such requests may be honored on availability of funds.

(9) Effective July 1, 1997, funding levels for this subsection shall be adjusted as follows: (1) the parties will review the lists of eligible middle and senior high schools to reflect changes at these levels, and (2) the number of shares at each level will be increased or decreased

to reflect these changes.

**d. School of the Arts**

(1) This Agreement shall apply only to the School of the Arts and is intended to provide support for arts performances which are outside the regular instructional program.

(2) the rates for positions are found in Appendix D using the following:

(A) \$5,000	(B) \$4,500	(C) \$4,000	(D) \$3,500	(E) \$3,000
(F) \$2,500	(G) \$2,000	(H) \$1,500	(I) \$1,000	

(3) Longevity:

- After 3 years in the same position \$400 in addition to base rate.
- After 5 years in the same position \$650 in addition to base rate.
- After 10 years in the same position \$900 in addition to base rate.
- After every additional five (5) years, the longevity pay shall increase by \$300 above the \$900 payment in addition to base rate.
- Once longevity is earned in a particular position, it shall be maintained.

(4) The payment of these monies shall be managed according to district procedures for athletic coaches' salaries.

e. Stipends for supporting extracurricular productions must receive prior approval by the Director of Arts/designee, and are as follows:

<b>High School Music</b>	
Director	\$4,000
Music Director	\$3,500
Audio/Visual Director	\$3,500

<b>Middle School Musical</b>	
Director	\$4,000
Music Director	\$3,500
Audio/Visual Director	\$3,500

<b>High School Drama</b>	
Director	\$3,000
Audio/Visual Director	\$2,500

<b>Middle School Drama</b>	
Director	\$3,000
Audio/Visual Director	\$2,500

**SECTION 47  
SUPPLEMENTAL EMPLOYMENT**

1. All full-time summer teaching positions or positions of a

comparable nature shall be paid at the daily rate of 1/200<sup>th</sup> of the teacher's base salary for the new fiscal year. Pro-rated adjustments in the above daily rate shall be made for those teachers whose regular summer assignment is less than full time.

2. Proposal development, curriculum preparation, testing administration, and attendance at and conducting inservice shall remain thirty-five (\$35) per hour for the 2022-23 school year. The rate shall be thirty-nine (\$39.00) per hour for the 2023-2024 school year. This rate shall be increased to forty-three (\$43.00) per hour beginning with the 2024-2025 school year.

Work performed during the summer including proposal development, curriculum preparation, testing administration, and attendance at and conducting inservice will be paid at the above rates.

3. Bargaining unit members will continue to be paid forty-one (\$41.00) per hour for teaching in the extended day program or evening school during the 2023-2023 school year. The rate shall be forty-five (\$45.00) per hour for teaching in the extended day program or at evening school for the 2023-2024 school year. This rate shall be increased to forty-nine (\$49.00) per hour beginning with the 2024-2025 school year.

**SECTION 48  
INTRAMURAL CLUB LEADERS, INTERSCHOOL  
CONTEST OFFICIALS AND COACHES**

1. Intramural Club Leaders and Sports Contest Officials

a. Intramural Club Contests: For such services as may be rendered by teachers beyond their normal duties, the compensation shall be \$13.46 per afternoon which shall be considered as having a minimum length of two (2) hours. Compensation for shorter periods shall be computed on the length of actual service at the rate of \$6.73 per hour.

b. Any teacher covered by this Agreement who is employed as an official of interscholastic contests shall be compensated in accordance with the rates established by Section V Schools.

c. Any teacher covered by this Agreement who is employed by the District as a ticket-taker; ticket-seller; usher; supervisor of tennis, bowling, or golf; or in any other non-officiating capacity shall be compensated in accordance with the operating budget approved by the Citywide Department of Health and Physical Education except that the

rates established shall not be less than those in effect for the 1989-90 school year.

2. **Sports Salaries** Interscholastic sport salaries shall be paid based on Service Year and Sport Category as identified in this matrix:

		Sport Category						
		A	B	C	D	E	F	G
Service Year	1	2.2	2	1.8	1.6	1.4	1.2	1.0
	2	2.4	2.2	2	1.8	1.6	1.4	1.1
	3	2.6	2.4	2.2	2	1.8	1.6	1.2
	4	2.8	2.6	2.4	2.1	1.9	1.7	1.3
	5	3.0	2.8	2.5	2.2	2	1.8	1.4
	6	3.2	3	2.6	2.3	2.1	1.9	1.5
	7	3.4	3.2	2.7	2.4	2.2	2.0	1.6
	8	3.6	3.4	2.8	2.5	2.3	2.1	1.7
	9	3.8	3.6	2.9	2.6	2.4	2.2	1.8
	10-11	4.0	3.8	3	2.7	2.5	2.3	1.9
	12-15	4.2	4	3.1	2.8	2.6	2.4	2.0
	16-19	4.4	4.2	3.2	2.9	2.7	2.5	2.1
20+	4.6	4.4	3.3	3	2.8	2.6	2.2	

A 1.0 payment on the sports matrix above shall be \$2,500.

3. The Sport Categories are as follows:

Category	Sport
A	Football, Boys Basketball, Girls Basketball, Wrestling, Ice Hockey
B	Baseball, Softball, Boys Lacrosse, Girls Lacrosse, Girls Soccer, Boys Soccer, Girls Swimming & Diving, Boys Swimming & Diving, Boys Indoor Track, Girls Indoor Track & Field, Boys Outdoor Track & Field, Girls Outdoor Track & Field, Girls Volleyball, Boys Volleyball, Competitive Cheer, Gymnastics, Flag Football, Field Hockey, Alpine Ski

C	Boys Golf, Girls Golf, Game Day Cheer, Boys & Girls Bowling (one team), Nordic Ski, Boys Tennis, Girls Tennis, Boys Cross Country, Girls Cross Country  JV Head Coaches of Category A Sports Assistant Varsity Coaches of Category A Sports
D	Modified Head Coaches of Category A Sports JV Head Coaches of Category B Sports Assistant Varsity Coaches of Category B Sports
E	Modified Head Coaches of Category B Sports JV Head Coaches of Category C Sports Assistant Varsity Coaches of Category C Sports Assistant JV Coaches of Category A Sports Program Assistant of Category A Sports
F	Modified Head Coaches of Category C Sports Assistant JV Coaches of Category B Sports Program Assistant of Category B Sports
G	Unified Basketball, Head Coach Unified Bowling, Head Coach Unified Bocce, Head Coach Assistant JV Coaches of Category C Sports Assistant Modified Coaches of Category A Sports Assistant Modified Coaches of Category B Sports Assistant Modified Coaches of Category C Sports Program Assistant of Category C Sports

The District and the RTA shall meet to discuss Sports Category placement for any new sports identified.

4. Longevity shall be addressed by virtue of the sports matrix.
  - a. Comparable sports (example, Girls Basketball to Boys Basketball) shall receive a longevity transfer.
  - b. Lower categories of the same sport shall receive one-half (1/2) credit for each longevity year identified. If the matrix identifies the pay rate to be lower than the pay rate prior to the move to a higher category of the same sport, the longevity shall be moved to be at least equal pay.

- c. Higher categories of the same sport shall receive one credit for each longevity year identified.
  - d. Prior coaching in different sports, at equal or higher program types (modified, Junior Varsity, Varsity) shall receive one-half (1/2) credit for each longevity year identified.
  - e. All other prior coaching in a different sport but identified on the sports matrix shall receive one-quarter (1/4) credit for each longevity year identified.
  - f. The Office of Health, Physical Education, and Athletics will identify the Category and placement for each coach upon entry to the sport.
  - g. Each school year shall only count for a maximum of one year of service for longevity, regardless of the number of sports coached.
  - h. Once longevity is earned, it shall be maintained.
5. **Partial Season Rates** - Coaching service for less than a complete season shall be prorated.

## **SECTION 49 TEACHER TRANSCRIPTS**

1. It shall be the responsibility of the teacher to furnish the Office of Human Capital, for permanent retention in the files of the Board original official transcripts for all included curricula and courses showing the descriptive title of each course and its semester hours of credit.
2. Professional teachers, i.e., tenured teachers with permanent or professional certification, will, with prior approval of the Superintendent or his designee, be reimbursed in full for college/university tuition or other course registration expenditure for District approved courses upon presentation of an official transcript where applicable or written notice from the course sponsor showing successful completion of such courses. Reimbursement shall occur within one month following receipt of such confirmation. The rate of reimbursement is discretionary with the Superintendent but shall not be less than the lowest rate for comparable course offerings at an area college or university. Requests for and approval of such courses must be made in writing at least thirty (30) days prior to the beginning of the course. Such approval is discretionary with the

Superintendent.

### 3. **Master's Degree/Tuition Reimbursement Program**

a. Effective February 1, 2001, the District will provide an in-District Master's Degree program and/or tuition reimbursement program for required courses for a Master's Degree as required for New York State permanent/professional teaching certification as described in the paragraphs below.

b. It is the intent of the parties to jointly develop and administer an in-District Master's Degree program through the CIT Joint Governing Panel to support teacher professional induction, professional development, and permanent/professional certification requirements. The parties intend to offer, to the extent practicable, course instructor opportunities in this program to current teacher bargaining unit members and to teachers who have retired from bargaining unit teaching positions.

c. Because the jointly developed and administered in-District Master's Degree program will focus on the needs of teachers teaching in the District, eligible bargaining unit employees must utilize the in-District program if it is offered. If the in-District program does not offer a course or courses required for a Master's degree for permanent certification in the tenure area or permanent/professional certification in the tenure area cannot be obtained through the program or the in-District program is not offered, reimbursement for required courses shall be at the rate set forth in paragraph e. below. If required courses are offered through the in-District program for obtaining permanent/professional certification in the tenure area and an employee does not utilize the program, there shall be no reimbursement for courses taken outside of the in-District program by such employee.

d. **Eligibility** Teacher bargaining unit employees pursuing permanent certification in their tenure areas are eligible for the in-District Master's Degree program or other tuition reimbursement as may be appropriate. A maximum of thirty-six (36) credit hours or the equivalent for courses taken outside the in-District program may be reimbursed as set forth in paragraph e (below). Outside courses must be approved in writing in advance by the Superintendent/designee to qualify for reimbursement. Reimbursement will be made upon submission of a certified transcript showing successful completion of the course(s).

e. **Reimbursement Rate** Course work taken through the in-District program shall be at no cost to the bargaining unit employee. Course work taken outside the in-District program which qualifies for tuition

reimbursement hereunder shall be reimbursed at not less than the lowest rate for comparable course offering(s) at an area college or university. Reimbursement shall occur within one (1) month following receipt of transcript(s) as required in paragraph d. above.

f. **Repayment** Bargaining unit members accessing tuition reimbursement or who utilize the in-District program must file with the Board a written agreement to remain teaching in the District for a time period equal to four semesters after the conclusion of the last course taken through the in-District program or for which reimbursement was provided. If a person resigns employment (for reasons other than as provided in paragraph g. from the District within the four (4) semester period), the teacher shall refund to the District said proportion of the reimbursement received, or for in-District program participants, an amount equivalent to the lowest rate for comparable course offering(s) at an area college or university, as the expired portion of the time shall bear to said period. The reimbursement amounts shall be set forth in the written agreement.

g. If the employment of the teacher is terminated by the District at any time during the four (4) semester period, the teacher shall not be required to pay any refund. If the teacher resigns for hardship reasons approved by the CIT Joint Governing Panel during the four semester period, the teacher shall not be required to pay any refund. Any refund owing to the District shall be repaid in equal monthly installments, as a minimum, so that the total amount owing will be paid in full not later than five (5) years following the resignation or separation from the District.

## **SECTION 50 LIVING CONTRACT COMMITTEE**

1. The parties agree to establish a Joint Committee to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall system operations. The Living Contract Committee shall be co-chaired by the Superintendent and the President of the Association.

2. This Joint Committee shall be authorized to discuss any issue of mutual interest or concern and to reach tentative agreements on issues in a timely manner without delaying action until the expiration and renegotiation of the collective bargaining Agreement. The joint Committee shall also have the power to amend this Agreement, provided that any substantive amendments shall be subject to internal ratification and approval procedures of the District and Association.

3. Each party shall identify at least two (2) representatives and no more than four (4) representatives as permanent committee members. The Association's representatives shall include the 1<sup>st</sup> Vice President; the District's representatives shall include the Chief of Human Capital. The Superintendent and the Association President shall participate in meetings of this committee on a need basis.

4. The overall charge to this Joint Committee shall include but not be limited to the following:

a. To administer and implement the contractual Agreement, and to resolve disputes or problems in the interpretation and application of the Agreement as they arise

b. To meet monthly on a regularly scheduled date, at times and locations mutually agreed upon, unless the parties agree to a different arrangement. Either the Superintendent or the President may call a special meeting of the Committee to deal with a specific issue on the basis of urgent need

c. To administer and implement the Salary Benchmarking Formula process as set forth in Section 46.3a. of this Agreement.

5. The Joint Committee shall have the following powers and duties:

a. To establish temporary joint subcommittees to address particular issues which shall report with recommendations in writing to the Committee by specific deadlines; and to establish the membership and operating procedures of such subcommittees. At its first meeting the Committee shall consider the establishment of subcommittees to review issues of concern and make recommendations regarding (i) implementation of the Save Schools Against Violence in Education Act ("SAVE"); (ii) implementation of the Board's Academic Standards and Assessment Policy, including requirements associated with completion of student intervention plans; (iii) workplace health and safety; and (iv) absenteeism and use of sick time.

b. To train both staff of the District and members of the Association regarding the provisions of this Agreement and their responsibilities thereunder, as well as good practice with respect thereto.

c. To revise the provisions of this Agreement in order to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language, and organize and streamline it.

d. To consider and approve transfers of individual teachers between schools if reason is shown without regard to Section 24 of this Agreement. Such transfer may be proposed by the Superintendent or the Association President. Transfers under this subdivision may be voluntary or involuntary and shall not be grievable. Such transfers shall not impair the transfer rights of other teachers, or any transfer rights of the Superintendent.

6. All existing joint subcommittees and task forces and other work groups under this Agreement shall continue under the aegis of this Joint Committee. These committees include those currently existing in Section 50, (i.e., Student Discipline, Elementary Instruction, Inservice Advisory, School Calendar, Professional Development Planning Committee, Absenteeism Reduction Plan Appeals Committee and Special Education Committees). The Joint Committee shall have the power to consolidate, reconfigure the membership, modify the charge and tasks, and discontinue joint subcommittees.

7. Notwithstanding and superseding any other provisions of this Agreement, no proposed District policy shall be submitted to the Board for its consideration without the Joint Committee having been first formally consulted regarding the proposed policy and provided an opportunity to make comments to the Superintendent regarding the proposed policy.

8. Nothing herein shall be deemed to impair the authority of the Superintendent, or to preclude the Superintendent from consulting informally with members of the bargaining unit.

9. a. The purpose of the SLLCCs is to increase school autonomy and to improve student achievement. The parties agree that SLLCCs at selected sites will be authorized to enter into contractual agreements different than provisions contained in the Agreement.

b. SLLCCs may not create agreements which suspend or change the contractual rights of employees at other work locations or change the terms and conditions for any bargaining member at other work locations.

c. The principal and the designated Association Faculty Representative shall be authorized to sign off on contractual provisions negotiated by the SLLCC.

d. Both the District and the Association must establish their own "ratification" procedures for agreements reached by SLLCC.

e. The Joint Living Contract Committee shall serve as a resource to the school-level committees. Any procedural issues which a SLLCC is unable to resolve will be referred to the central Living Contract Committee for immediate consideration.

f. The Joint LCC shall establish a mechanism for monitoring the progress of SLLCCs and for supporting the school-level implementation. The parties agree to jointly design an evaluation process for the SLLCC effort focusing on the stated purposes in item c above.

g. At any point during the life of this agreement, either party at a school engaged in the SLLCC pilot may terminate their participation by petitioning the Joint Living Contract Committee. The Joint Living Contract Committee will attempt to resolve problems leading to such requests; however, approval to end participation will not be unreasonably withheld.

h. The parties agree that the following contractual provisions shall **not** be within the authority of SLLCC deliberations unless a SLLCC –petitions the Joint Living Contract Committee for approval to address another contractual provision and receives approval to do so:

The Sections that are **not open** to SLLCC agreement are:

- Section 1 Recognition
- Section 5 Savings Clause
- Section 8 Management Rights
- Section 9 Association Rights
- Section 14 Grievance Procedures
- Section 26 Personal Injury Benefits
- Section 37 Discipline and Discharge Non-Tenured Teachers
- Section 38 Discipline and Discharge Tenured Teachers Only
- Section 41 Absences
- Section 43 Health Insurance Conditions
- Section 44 Alternative Health Care Plans – HMO
- Section 44A 2009 Health Benefit Plan
- Section 46 General Salary (the base salary can be exceeded, not diminished)
- Section 50 Living Contract Committee
- Section 62 School Instructors
- Section 63 Home Hospital Teachers
- Section 64 Rochester Pre-School Parent Program

All other contract sections may be subject to change through negotiation by the SLLCC.

i. In addition to these provisions, the District may grant, to the extent allowed by law, autonomies in the areas of:

Administrative requirements  
School Governance  
Education Program & Curriculum  
Principal Selection and Retention  
Board Policies: to include, but not be limited to, Discipline/Code of Conduct

10. Labor Management collaboration shall be a required section of the School Comprehensive Education Plan (SCEP).

11. A Joint RCSD/RTA Committee shall make recommendations to improve connection to District/Community services and agencies and regarding other pertinent elements of the program.

12. The parties agree that it is important to improve access to libraries during the summer months for District students. As such, the parties agree that the District and Association shall jointly explore funding and/or obtain support through existing resources for personnel to staff a mutually agreed upon number of school libraries during summer months.

13. The parties agree to continue to meet to discuss collaborative ways to reduce the district's structural deficit long term.

## **SECTION 51 JOB SHARING**

1. Job sharing shall be defined as two (2) unit members sharing one (1) full time position. Job sharing assignments shall be filled only by unit members who have agreed to work together under a mutually developed plan.

2. Job sharing positions shall be available to unit members who have indicated to the Superintendent in writing by March 1<sup>st</sup>, of the desire to share a position.

3. a. Job sharers shall submit a written description of job

sharing arrangements to the SBPT(s) no later than one (1) week before the last SBPT(s) meeting in June. Decisions of approval or denial by the SBPT(s) shall be no later than the last SBPT team(s) meeting in June. Responsibilities of a shared assignment must be specified in the plan designed by the job sharers. This plan should include but not be limited to, all professional duties, attendance at meetings, parent conferences, etc.

b. Approval of a job sharing arrangement shall not be unreasonably withheld by the SBT(s). A SBPT may not prohibit job sharing as described in this Section 51 as a matter of policy for the building.

c. Approval of a job sharing arrangement shall be promptly submitted to the Office of Human Capital in writing by the school-base planning team(s).

4. Job sharing assignments shall have a duration of one year. By March 1<sup>st</sup>, job sharers must notify the Office of Human Capital in writing of their intent to continue or discontinue the job sharing assignment for the following September.

5. Unit members sharing a position shall receive salary prorated according to the time each works.

6. Benefits presently granted to full-time employees will be granted to job sharers on a prorated basis according to the time each teacher works. Sick days, personal days, etc. will be divided between job sharers; medical and dental benefit payments will follow District practice.

7. When possible, job sharers shall substitute for each other's absences. Job sharers may recommend methods for providing coverage in emergencies and include this feature in their annual plan.

**SECTION 52  
CAREER IN TEACHING PLAN**

**1. Career Levels**

a. All full-time teachers active with the District shall participate in the Career in Teaching Plan.

The Career in Teaching Plan (hereinafter referred to as "CIT") shall include four career development levels:

**Intern Teacher  
Resident Teacher  
Professional Teacher  
Lead Teacher**

b. Newly hired teachers shall be assigned to Intern level or Resident level as a condition of hiring. The CIT Joint Governing Panel or its designee shall determine the status of each new hire. The assigned career development level will be included on the Office of Human Capital's Recommendation for Assignment. Career development levels for all teachers will be reviewed on an annual basis by the Joint Governing Panel.

c. School administrative staff will receive notification of the career level status of teachers prior to the beginning of school.

d. A teacher's decision to advance from Professional level to Lead Teacher level will be voluntary. Placement in the Lead Teacher category shall be based on an open, competitive process.

**2. Joint Governing Panel**

a. The CIT Plan shall be directed by the Joint Governing Panel. The 12 member Joint Governing Panel shall be composed of six (6) members appointed by the Rochester Teachers Association and six (6) members appointed by the Superintendent of Schools.

b. The chair will rotate annually between the two parties, with a Panel year defined as July 1<sup>st</sup> - June 30<sup>th</sup>.

c. The Panel will propose on an annual basis, costs of Panel and program operation to the Superintendent and the Association President. Members on the Joint Governing Panel may be compensated for services consistent with procedures developed by the Panel and approved by the Superintendent and the Association President.

d. A quorum shall require the presence of seven members of the Panel. Decisions of the Panel shall require an affirmative vote of at least seven (7) Panel members.

e. The Joint Governing Panel will develop and make program and policy recommendations concerning implementation of the CIT Plan to the Superintendent and the Association President. The Panel will implement policy and will delineate the roles, responsibilities, expectations, and success measures for each career level. In addition, Panel responsibilities may include but are not limited to: assuring

coordination of activities with appropriate departments; monitoring and evaluating program developments and monitoring teacher career development and advancement under the Career in Teaching Program.

f. The Panel will recommend additional policy and practice improvements related to systemic issues affecting the CIT Plan to the Superintendent and the Association President.

g. The Joint Governing Panel shall develop procedures for soliciting and processing proposals for Lead Teacher positions in the district, including proposals developed by School-based Planning Teams.

h. The Panel shall identify in writing, the organizational placement, the responsibilities; the reporting; supervision and evaluation procedures; and the appropriate compensation for each Lead Teacher position and assignment. The Joint Governing Panel will develop the job announcement, application form and process for selection in each category of Lead Teacher.

i. The Panel will select Lead Teachers based on the qualifications for employment and additional criteria set forth in this document. At the Panel's discretion, other teachers and appropriate District personnel may be involved in the Lead Teacher selection process.

j. The Panel will direct and monitor the supervision and evaluation of Lead Teachers. The Panel shall approve a performance evaluation process for each Lead Teacher position. It is expected that, where appropriate, the evaluation of Lead Teachers will involve peers and administrators within the organizational unit to which the Lead Teacher is assigned.

k. The Joint Governing Panel shall recommend the level and type of compensation for each Lead Teacher position to the Superintendent and the Association President. Such compensation shall be negotiated and mutually agreed to by the Association and the District.

l. The Panel shall monitor and document the effectiveness of the CIT Plan based on improvements in student performance and attainment and such other factors as it deems valid. The Panel shall report annually to the Superintendent and Association President on the status of the CIT Plan.

m. Concerns about any aspect of the CIT Plan may be appealed in writing to the Joint Governing Panel. The Panel will establish procedures for such appeals.

### **3. Teacher Evaluation**

a. The current Teacher Evaluation Guide shall be revised to reflect all changes in the teacher evaluation procedures included in this Agreement.

b. All teachers shall be evaluated according to expectations and standards in four areas: planning and preparation, classroom environment; instruction; and professional responsibilities. Student performance indicators (e.g., achievement as measured by tests, authentic assessments, teacher observations, etc.) shall be incorporated.

c. Teachers evaluated under Education Law Section 3012-c or relevant approved teacher evaluation rubrics shall yield one of the following four (4) summary ratings: "Highly Effective", "Effective", "Developing" and "Ineffective". Teachers evaluated under the traditional 2009 rubrics shall be rated "Distinguished", "Proficient", "Meets Professional Standards", "Below Professional Standards" and "Unsatisfactory".

d. Negotiated changes in teacher evaluation procedures shall be implemented as soon as possible when approved by the parties' Negotiating Teams. The parties agree that the City School District current Teacher Evaluation Guide revised to reflect changes in Education Law Section 3012-c, shall be the basis for the NYS-required Annual Professional Performance Review (hereinafter referred to as "APPR"). Any modifications in the process for developing the APPR or the content of the APPR required by CR 100.2(o) shall be the responsibility of the Career in Teaching Joint Governing Panel.

### **4. Intern Teacher**

a. Newly employed teachers shall be considered Intern Teachers. Every effort shall be made to assign Intern Teachers a CIT mentor for their first year with the District. Newly employed teachers who have had previous teaching experience may be excluded from Internship and assigned to Resident status by the decision of the Joint Governing Panel.

b. The Internship experience will include extended expectations and requirements designed to: (a) induct newly hired teachers into the District, the profession, and the community; (b) assist Interns to develop their pedagogical skills and to handle their other responsibilities; (c) help Interns to develop the skills necessary to work

effectively in an urban environment; and (d) inspire teacher excellence. The extended expectations and requirements for Interns will be established by the Joint Governing Panel.

c. Tenured, permanently/professionally certified teachers who change tenure area may be assigned a mentor by the Panel.

d. Intern teachers shall be evaluated by their supervisors using the teacher evaluation forms and procedures as set forth in the current Teacher Evaluation Guide. Intern teachers shall also be evaluated according to procedures set forth in the Mentor Teacher-Intern Program's "Intern Handbook." Intern Teachers will also be monitored and evaluated by their CIT Lead Teacher/Mentors.

e. At the end of the internship period, the CIT Joint Governing Panel is responsible for making recommendations as to the continued employment and advancement to Resident level of each Intern to the Superintendent and the Association President. A copy of such recommendation will be given to the Intern. The Joint Governing Panel's recommendation shall become part of the Intern Teacher's personnel file. Upon reviewing supervisors' evaluations and Lead Teacher status reports, the CIT Panel may recommend an extension of the Internship for a period not to exceed one year. At the successful completion of the second year of Internship, the Panel may recommend that the decision relating to tenure be postponed to the completion of a fourth year of employment in the District. In such case, the employment year after the intern period shall be treated as the second year of employment for the purposes of Sections 37 and 38 of this Agreement.

f. If the Intern is rated Ineffective/Unsatisfactory by the supervisor and "Not recommended for continuation" by the lead teacher/mentor, the employee would be terminated.

g. If either the lead teacher/mentor or the supervisor recommends termination or rates the Intern Ineffective/Unsatisfactory, the CIT Panel must review the intern's performance reports and make a recommendation to the Superintendent of Schools regarding 1) the Intern's continuation or termination and 2) if the Intern is recommended for continuation, the status for participation in the voluntary transfer process. A recommendation for continuation may include professional support services, mentor services for all or part of the second year, or other suggested support for Intern development. A Teacher Improvement Plan (TIP) must be developed by the Intern and the administrator.

h. If the Intern is rated Developing/Below Professional

Standards by the supervisor and receives the equivalent recommendation from the Lead Teacher/Mentor, the CIT Panel must review the Intern's performance and make a recommendation to the Superintendent for the terms of the Intern's extended continuation which may include professional support services, mentor services for all or part of the second year, or other suggested support for Intern development. The CIT Panel shall determine the status for participation in the voluntary transfer process. A Teacher Improvement Plan must be developed by the Intern and the administrator.

i. If the Intern is rated Effective/Meets Professional Standards or higher by the Supervisor and receives the equivalent recommendation from the Lead Teacher/Mentor, that member shall advance to the Resident level.

j. In the case of extended internships, if an Intern is not recommended for advancement to the Resident level by the end of the second year, the CIT Panel shall review performance reports and make a recommendation to the Superintendent regarding termination.

k. For purposes of salary advancement and career level progression, all new hires shall be considered Interns. Prior teaching experience shall be reviewed by the Office of Human Capital and the CIT Panel in order to determine whether new hires with prior teaching experience qualify for the Mentor Teacher Intern Program according to NYS and District guidelines.

## **5. Resident Teacher**

a. Resident level teachers shall be evaluated by their supervisors using the existing teacher evaluation forms and procedures as set forth in the current *Teacher Evaluation Guide*.

b. Teachers who successfully complete the Intern Teacher level with the District will move to the Resident Teacher level.

c. Resident Teachers are responsible for practices and behaviors consistent with the professional expectations for teachers and for effective practice that is evidenced by progress in student performance. Resident Teachers are responsible for creating increased opportunities for students, knowing their subject matter, knowing how to engage students in active learning, making every effort to involve parents and community in supporting their students' education, contributing to the overall improvement of the school environment, and doing all they can possibly do to ensure that all students progress.

d. Resident Teachers will be evaluated by their direct supervisor. Only if the evaluation reflects a rating of Effective/Meets Professional Standards or higher will movement on the salary schedule and/or to the next level of the Career in Teaching Plan be granted.

e. A teacher may remain at the Resident level for up to four years, assuming continued rating of Effective/Meet Professional Standards. If after five (5) years in the District (one year of Internship and up to four (4) years of Residency), a teacher has not completed requirements for permanent/professional certification, the District may direct that the teacher be placed on unpaid leave until certification requirements are met or take such other action as is provided by State Education Law.

f. At the end of each school year, the Joint Governing Panel is responsible for reviewing progress of Resident level teachers and for making recommendations to the Superintendent and the Association President as to their continued employment and career level advancement.

g. If a Resident level teacher is rated Ineffective/Unsatisfactory the CIT Panel must review the teacher's performance reports and determine the status for participation in the voluntary transfer process. A Teacher Improvement Plan (TIP) must be developed by the Resident and the administrator.

h. If a Resident level teacher is rated Developing/Below Professional Standards, the CIT Panel must review the teacher's performance to ensure that a Development Plan is in place to address areas where growth is needed.

i. If a Resident level teacher is rated Effective/Meets Professional Standards or higher, that bargaining unit member will be eligible for advancement to the Professional level if tenure and permanent/professional certification requirements have been met.

## **6. Professional Teacher**

a. Teachers who are tenured in the District and have earned permanent/professional NYS certification in their tenure area shall be considered Professional Teachers. Professional Teacher status shall be a prerequisite for eligibility for selection and appointment as Lead Teacher.

b. (1) Professional teachers not affected by Education Law Section 3012-d may choose either Summative Appraisal, or annual evaluations and observations by their supervisor as set forth in the current

*Teacher Evaluation Guide.*

(2) Beginning with school year 2012-13, all classroom teachers of record shall be evaluated pursuant to Education Law Section 3012-d as set forth in the APPR Plan as negotiated between the parties.

c. Bargaining unit members who are rated Developing/Below Professional Standards may be, and teachers rated as Ineffective/Unsatisfactory shall be referred for Intervention as set forth in Section 53 and explained in the "Handbook for Intervention and Professional Support." A supervisor or administrator may observe and evaluate a bargaining unit member and intervene at any time to avoid harmful practice by a bargaining unit member and provide the appropriate support. They may recommend Professional Support and, if necessary, Intervention.

d. If a bargaining unit member participating in the PART pursuant to paragraph 7 and 8 below or the revised APPR Part is rated as Developing/Below Professional Standards or Ineffective/Unsatisfactory shall return to evaluation by the supervisor or supervisor and peer reviewer in the following school year as applicable.

e. For teachers rated Developing/Below Professional Standards or Ineffective/Unsatisfactory on the Professional Practice Review (evaluation) a Teacher Improvement Plan (TIP) or Development Plan shall be collegially developed.

f. The exclusive forum for a teacher not subject to Education Law 3012-d for appeal of the results of the Summative Appraisal process shall be a three-member panel consisting of the Superintendent and the Association President, or their designees, and a third party mutually agreed to by them. The decision of this panel shall be final and binding. Appeals of the results of evaluations conducted pursuant to Education Law 3012-d shall be governed by the APPR Plan.

g. Advancement to the Professional level requires tenure and NYS certification as well as an evaluation rating of Effective/Meets Professional Standards or higher.

**7. Performance Appraisal Review for Teachers (PART): for teachers not subject to Education Law Section 3012-d**

a. Teachers who choose the PART/Summative Appraisal process shall indicate in their PART proposal for each year the specific instructional emphases they will employ and the adjustments to professional practice they will make based on student performance reports

from the preceding school year. The review and planning which occur at their school's annual September meeting (see School Accountability) shall be reflected in PART proposals.

b. Professional Teachers unaffected by the new APPR process shall participate annually in the Performance Appraisal Review for Teachers (PART) according to procedures established by the Career in Teaching Joint Governing Panel. PART is based on an assumption of competence, provides opportunities for peer review, and focuses on and promotes developmental and professional growth. The evaluation system shall incorporate peer intervention for teachers in need of remediation or assistance.

c. Intern and Resident teachers may participate in PART on a voluntary basis in addition to the annual evaluation practices outline in this Agreement.

(1) Professional teachers, not affected by Education Law Section 3012-d and whose evaluations have a summary rating of Effective/Meets Professional Standards or higher will be evaluated every three years. All procedures for Summative Appraisal of professional level teachers are contained in the current Teacher Evaluation Guide.

(2) Teachers at the professional level and above will be evaluated more frequently if the evaluation reflects a rating of Developing/Below Professional Standards or lower and shall be subject to the salary withhold provision of Section 46 of this Agreement.

## **8. Alternative Performance Evaluation: for teachers subject to Education Law Section 3012-d**

At least thirty-one (31) points of the Other Measures subcomponent shall be based upon multiple observations, one of which shall be unannounced and one formal, by a trained administrator, using the TEACHSCAPE Rubric. The parties agree that teachers may elect to have twenty-nine (29) points of their evaluation be based upon either (1) multiple observations by an appropriately trained CIT Lead Teacher/Peer Evaluator also using the TEACHSCAPE rubric; or (2) the revised Performance Appraisal Review for Teachers ("PART") based upon the TEACHSCAPE Rubric. A Supervisor/Lead Evaluator shall not have the authority to alter a Lead Teacher/Peer Evaluator's evaluation score or rating or the final rating resulting from PART.

## **9. Miscellaneous**

a. Administrators/Supervisors shall retain full responsibility and authority to evaluate teachers on non-pedagogical aspects of the job, regardless of the evaluation model teachers have chosen. Administrators/Supervisors have an active role in Summative Appraisal/PART and in the traditional evaluation process.

b. Teachers shall be formally involved in the evaluation of their supervisors/administrators. Beginning with the 1997-98 school year, the District will provide a survey form to solicit each teacher's comments, focusing on the District's professional standards for administrators and supervisors, regarding that teacher's supervising administrator and principal. The survey form shall be distributed to teachers no later than February 1st each year and returned by teachers to the appropriate evaluator no later than March 15th each year. Information from the survey as a whole shall be considered in the evaluation of an administrator and shall be shared with the administrator. Anonymous survey forms shall be disregarded. The evaluator shall keep all individual survey forms confidential.

c. Professional expectations and standards and procedures for teacher evaluation shall be mutually agreed upon prior to being implemented.

## 10. **Parent Surveys**

a. The survey will be designed by a committee composed of three (3) designees of the Superintendent of Schools and three (3) designees of the President of the RTA. If deemed appropriate, the committee may bring in survey design experts.

b. The survey questions will be limited to home involvement and parent-teacher communications and may address relevant aspects of a child's progress on which the committee is in agreement that parents can effectively and appropriately comment. The survey form will also contain the following language: "Any other relevant comments may be made below (or on the reverse side; or on a separate sheet of paper)."

c. It is understood that, once the committee has developed the survey form, each local SBP team will be provided an opportunity to suggest changes. Any such change(s) will be incorporated into the form only upon mutual Agreement of the Superintendent and the Association President.

d. The survey form shall be made available to parents as of a date fixed by the committee. Parents completing the survey will be

required to identify themselves on the form and will remit the form to the appropriate teacher. The form will advise parents that they are encouraged to discuss any issue or concern directly with their child's teacher, will remind them of their existing right to contact a teacher's supervisor with relevant questions, concerns, or positive comments, and, in this regard, will also inform parents that they may send a copy of the completed survey to a principal (or the appropriate administrator). Parents will be provided with information as to the identity of the appropriate administrator.

e. Completed surveys may be produced by the teacher during the evaluation review, and the evaluator may similarly produce any forms, which were copied to administration by parents.

f. The District and the RTA shall meet, at least annually, to review this process and make modification(s) they mutually deem appropriate.

g. This Agreement shall include the Memorandum of Agreement dated August 22, 1997, the Addendum to the Memorandum of Agreement dated August 22, 1997, and the accompanying Parent Input Form developed pursuant to a, b, and c above.

## **11. National Board Certified Teachers**

Teachers who complete the certification process of the National Board for Professional Teaching Standards (hereinafter referred to as "NBPTS") shall be reimbursed by the District for the costs of certification application fees. Successful completion of NBPTS certification requirements shall be considered as a special qualification for Lead Teacher eligibility.

## **12. Lead Teacher**

a. Lead Teacher positions will provide opportunities to highly qualified teachers for professional advancement, growth and leadership while remaining in the teaching profession. Teachers in the District will have career options that do not require leaving the classroom to assume greater responsibility in shaping and improving public education in Rochester, as measured by student attainment and performance. Lead Teachers will increase the opportunity for success of students and teachers by exhibiting, teaching and inspiring excellence in the profession.

b. Lead Teachers shall agree to a schedule consisting of both teaching responsibilities (or direct student contact) and additional professional responsibilities. Lead Teachers shall agree to accept

assignment(s) meeting the District's instructional needs as identified to the Joint Governing Panel by the Superintendent of Schools.

c. Lead Teachers' duties may include, but not be limited to, the following types of instruction-related or profession-related functions: mentor teachers, adjunct faculty at schools of education, curriculum development/implementation specialists, staff development specialists, test/exam specialists, research specialists, demonstration teachers, NBPTS preparation coordinator, and discipline-based subject area instructional coordinators.

d. The District will ensure the posting of Lead Teacher job announcements. Applications may be considered for a variety of Lead Teacher positions, based on availability and the applicant's qualifications. Applications will be kept on file for one year for future consideration based on the expansion and/or needs of the program.

e. In addition to submitting a properly completed application form, each applicant will be required to have the following documents submitted to the CIT Office.

A letter of reference from a building principal and, if desired, another supervisor.

A letter of reference from an Association Faculty Representative.

Letters of reference from two other District teachers who are knowledgeable about the applicant's teaching skills.

One additional letter of reference from an individual knowledgeable about the applicant's professional skills.

f. Methods for soliciting parent and student input into the selection of Lead Teachers will be developed and implemented by the Panel by July 1, 1989.

g. All applications and references will be confidential.

h. Qualifications for employment as a Lead Teacher will include the following:

-At least seven years of successful classroom teaching experience and/or direct student contact.

-Proven ability to work successfully with students who have the greatest needs.

-Demonstrated outstanding classroom (or direct student contact) teaching ability.

-Demonstrated effective written and oral communication skills.

-Demonstrated ability to work cooperatively and effectively with other professional staff members.

-Evidence of professional growth.

i. The following criteria shall also be considered by the Panel in the selection of Lead Teachers: commitment to improving student outcomes; knowledge and use of community support systems; involvement in professional activities; demonstrated parent communication skills; and evidence of leadership skills. Additional criteria and qualifications may be considered by the Panel, depending on the responsibilities of the position.

j. Selection as a Lead Teacher is not a guarantee of an appointment to an assignment. Lead Teachers shall work as a Lead Teacher until the Panel confirms that service is unsatisfactory or no longer needed. Lead Teacher designation will carry a two-year term. At the end of that time period, teachers must reapply and complete a screening and selection process in order to continue in the program.

k. Lead Teachers shall remain in the same tenure area, shall continue to accrue seniority, and shall have the right to return to their previous position at the opening of the succeeding school year or as soon as practicable.

l. Lead Teachers on active assignment will receive compensation for their services, in recognition of their additional responsibilities. Compensation may include release time from regular teaching responsibilities and/or monetary compensation for positions requiring additional time worked beyond the professional workday and year.

m. Lead Teachers shall be evaluated according to procedures for Professional level teachers for that portion of their schedules which involves a regular assignment. Lead Teacher responsibilities are evaluated according to procedures established by the CIT Joint Governing Panel. Those served by Lead Teachers shall have

formal input into the Lead Teacher evaluation.

### 13. **School-based Lead Teacher**

a. The District and the Association, through the CIT Panel, shall establish a corps of up to two hundred and fifty (250) Lead Teachers, consistent with all provisions of the CIT Agreement. Building based selection committees shall participate in the screening process for Lead Teacher candidates.

b. Qualified Professional Teachers may apply for Lead Teacher status by completing Lead Teacher application materials and professional practice review as defined below. Awarding of Lead Teacher status is contingent upon candidates meeting high professional standards and the recommendations of the CIT Joint Governing Panel.

c. The selection criteria as established by the CIT Panel for Lead Teacher candidates shall reflect the professional expectations for teachers contained in the 1989 PART report (see Appendix C).

d. Promotion to School-based Lead Teacher status shall include a 5% salary increase in addition to any regular salary increases.

e. School-based Lead Teachers selected through this process shall be the first candidate pool for all other specific lead teacher positions. Applications for such positions will be voluntary.

f. School-based Lead Teachers selected through this process shall be expected to assume the following responsibilities:

(1) Agree to accept assignments which meet school needs regardless of contractual/seniority rights. Such determination shall be made by the SBPT and reviewed by the CIT Panel. The Lead Teacher will have the right to provide input to the CIT Panel as part of the review.

(2) Agree to provide instructional leadership by facilitating/delivering professional development.

(3) Model effective practice in the classroom for building colleagues.

(4) Agree to undergo professional practice review every third year or, for good reason, at the request of the CIT Panel.

(5) Provide professional support to colleagues as

indicated in Section 54 of this Agreement.

g. In addition, School-based Lead Teachers may either mentor one first year teacher, provide intervention support to one colleague, or accept a comparable assignment consistent with Lead Teacher responsibilities.

h. The duties of each Lead Teacher shall be reviewed by the CIT Panel to ensure compliance with the intent of this section.

14. Lead Teachers who are not activated may accept assignment to low performing schools and shall earn an additional \$2,500 (Section 59.2).

**15. Savings Clause**

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 provisions 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.

**SECTION 53  
INTERVENTION, REMEDIATION AND PROFESSIONAL SUPPORT**

1. The Intervention and Remediation component of the CIT Plan is designed to offer all available resources to help improve the performance of experienced teachers who are having serious difficulties in the performance of their professional duties.

2. A teacher can be recommended in writing for Intervention and Remediation by a building principal, other appropriate supervisor, or teacher constituency of the SBPT meeting as a separate group. Such written recommendation is appropriate when a teacher's performance is less than satisfactory. It is expected that such recommendation shall be initiated after reasonable efforts have been made to assist the teacher. The referral for Intervention and Remediation may contain a recommendation as to a plan for remediation and indicate whether a withhold of all or part of the total next salary increase, or any other action is warranted.

3. In acting upon the written referral, the Panel may avail to the referred teacher, and to the building principal and/or other appropriate supervisors, an opportunity to appear before the panel or its representatives to provide information germane to the recommendation.

4. The CIT Panel shall vote to accept or reject the referral for Intervention within thirty days of receipt of the referral and state its reasons, therefore. If the Panel votes to accept the referral, the Panel shall prescribe a plan of remediation which may include, but is not limited to, assistance by a Lead Teacher, mandatory inservice, or other professional studies, participation in the EAP, etc. Independent of the authority of the Superintendent in Section 46, the Panel shall have the authority to impose full or partial salary withhold during the period of intervention and remediation. When a referral of a teacher rated "Ineffective/Unsatisfactory" is supported by the CIT Panel review, full salary withhold shall be automatic. The Panel's determination relating to full or partial salary withhold and/or any sanction shall be subject to the grievance procedure contained in Section 14.

5. The determination, reasons therefore, the remedial plan, and the decision concerning salary withhold shall be provided in writing to the Superintendent of Schools, the teacher, and to the building principal, or appropriate supervisor.

6. The plan for remediation will be implemented under the direction of the CIT Panel. The plan will provide for the development of specific performance and professional goals.

7. Teachers participating in Intervention and Remediation will continue to receive assistance until the CIT Panel determines that no further assistance is needed or would be productive, or until the teacher in Intervention and Remediation no longer wishes to participate. The duration of the Intervention and Remediation program for any one teacher shall not extend beyond the start of the third full semester from the date of the initiation of the assistance program.

8. Teachers in Intervention and Remediation shall receive copies of all status reports and will have the right to attach and submit a written reply to the status report forms submitted to the CIT Panel by the lead teachers.

9. The CIT Panel will review all status reports and other information that may be submitted to the Panel. If the determination of the CIT Panel is that Intervention and Remediation was successful, the CIT Panel will issue a report, in writing, to the Superintendent, the Association President, and the teacher in Intervention.

10. Participation in Intervention and Remediation is voluntary on the part of the referred teacher. If a teacher refuses Intervention and Remediation, nothing herein shall prohibit the District from proceeding with

further disciplinary action after that refusal.

11. If the determination of the CIT Panel is that Intervention is not successful, the CIT Panel will issue a report, in writing, to the Superintendent, the Association President, and the teacher in Intervention. Evaluation and/or discipline procedures, as outlined in sections of the Agreement, may then be instituted.

12. Any determination or report of the CIT Panel with respect to a referral for, or the outcome of, Intervention and Remediation, and any reasons therefore, as well as those documents referenced in the CIT "Handbook for Intervention and Professional Support," shall be evidence admissible through exhibits and testimony in any arbitration or a proceeding pursuant to Section 3020-a of the Education Law; provided, however, that any communications, oral or written, between Lead Teachers and teachers in Intervention on matters relevant to Intervention, shall be privileged.

13. The Panel shall develop written procedures for this referral, intervention, and remediation program.

14. If a unit member has been recommended by the CIT Panel for Intervention, and the Board determines probable cause exists to discharge the unit member after the unit member either has refused to participate in Intervention and Remediation or the Panel's Final Report finds that the Intervention has not been successful, and the teacher then elects to contest the charges by submitting the matter to arbitration (Section 38.3), arbitration shall be before a panel consisting of the Superintendent of Schools, the Association President, and a neutral third person familiar with the arbitration process selected by the Superintendent and the President. Arbitration shall be conducted in accordance with the provisions of CPLR Article 75, except that the cost, if any, for the services of the third person shall be borne equally by the parties.

#### 15. **Professional Support**

The District and the Association recognize the need for more accessible and more immediate peer assistance and support. To that end, the parties agree to establish a formal Professional Support program with the following features:

a. Professional Support may be recommended by a colleague, a building representative, or a building administrator but access to Professional Support is by self referral only. Participation would be voluntary.

b. Participation in Professional Support activities will not be reflected in any personnel materials unless the teacher includes such references.

c. Support shall be provided by other Professional and Lead Teachers as indicated by the CIT Panel.

d. Support may include, but shall not be limited to, counseling, observations of others' classes, demonstration lessons by lead teachers, in-service courses, workshops, and conferences.

e. Participation in Professional Support activities shall not prevent referral for Intervention Services.

f. Formal participation in Professional Support activities shall be limited to two full semesters.

## **SECTION 54 SCHOOL ACCOUNTABILITY**

Rochester's accountability strategies for school will build on and become the logical extension of the School-based Planning initiative. While the standards for student performance set by the Board are district-wide, the approach to accountability for those standards shall be one that involves the schools in the development of the strategies, terms, and goals for which they are held accountable.

In developing these strategies, each school shall be accountable for equity in the internal distribution of resources, for adopting policies that reflect professional knowledge, for establishing means by which staff can continually gain more knowledge, for creating problem-identification, and problem-solving processes that continually assess and modify its own practices, and for responding to parent, student, and staff concerns and ideas.

Each school or a team within a school (house, cluster, school-within-a-school) shall negotiate an agreement on the baseline data, the improvement goals, and strategies, as well as the additional resources, support and conditions that may be indicated.

The negotiated agreement for school improvement shall be a multi-year plan which shall be binding on all parties. This plan will include a commitment to make annual progress reports to the school's community

and constituencies.

The multi-year plan will be based on data collected by the District, State, and school. It should include information such as school performance data and other factors that contribute to student performance, student mobility, teacher absenteeism, etc. School surveys and other alternative assessments will be used on a periodic basis as another means of data collection from students, staff, parents, and community.

The data will be used as a basis for planning to improve student achievement, school climate and parent involvement.

The multi-year plan will include the following components:

Needs assessment - an analysis of progress (data) which draws conclusions and is the basis of goal setting.

Goals - projects expectations for cohorts of students: should be described in measurable terms and address the conclusions reached during needs assessment analysis.

Strategies - prescribes meaningful and relevant changes conducive to goals achievement; should reflect research and best practice methods and include participation by school staff or teams within a school.

Monitoring component - describes how the school will monitor its progress toward the goals.

Evaluation - describes the measures which will be used to determine outcomes based on goals.

The annual progress report shall include descriptive data on student performance for that year, adjustments in the needs assessment and multi-year plan and current status in meeting goals of the multi-year plan.

In the 1990-91 school year, each SBPT's Comprehensive Education Plan shall serve as the initial basis for negotiating the progress toward district-wide standards set by the Board. The plan will include a core of mandatory context indicators articulated in the district guidelines for SBPTs. Schools may propose additional goals and emphases that are germane to their student population and to their individual circumstances.

Negotiations between each school and the Superintendent of Schools, or designee, may occur during the preceding spring semester but

must be concluded prior to October 1st each year. (Schools identified as needing assistance through the State Education Department's Excellence and Accountability Program will be subject to the process required by the State.) Any negotiations not successfully concluded by the designated date shall be resolved through a mediation/arbitration process. The mediation/arbitration team shall be composed of one person appointed by the Superintendent, one person appointed by the Association President and a third person representing parents/community selected by these two appointees from a list developed by parent and community organizations.

The improvement goals negotiated by each school with the district shall constitute that school's target for the purpose of accountability, beginning with the 1991-92 school year.

Schools that show improvement in student performances and school effectiveness will earn greater autonomy, flexibility, recognition, and discretion in the use of resources. The design for the use of these additional resources will be determined by the schools themselves. The intent is to enable the schools to continue and expand their work with greater professional discretion.

Any school that does not show improvement towards its negotiated goals may be recommended for School Intervention by the Superintendent. Such recommendation shall be presented to the Superintendent and the district-wide School-based Planning Steering Committee. Upon review, the School-based Planning Steering Committee may designate a School Intervention Team consisting of two teachers, two administrators, two parents of students in the school, and, in high schools, two students from the student body, and the Superintendent, or designee, acting as Chairperson. The School Intervention Team shall conduct an assessment, provide necessary assistance to the SBPT, and make recommendations to the Superintendent. Such recommendations for remediation and assistance may include, but not be limited to, any of the following or combination thereof:

- Additional resources and assistance
- Changes in procedure and/or school operations
- Prescribed training
- Replacement or reconstituting of the school program or portion thereof
- School closing

Final decisions regarding closing of schools shall reside with the Board.

## **SECTION 55 GROUP ACCOUNTABILITY**

Our system of accountability is shared accountability where expectations and standards are clearly defined: assessments are credible, measure true progress and provide information to improve practice; triggers of support, assistance and intervention are defined; and incentives to improve practice exist for individual educators (teachers, administrators, support staff), groups of educators (schools, schools-within-schools, primary unit, intermediate unit, houses, etc.) and others (parents, community, human service agencies, governmental institutions and businesses).

Further, the District and Association recognize that schools or groups of educators within schools (schools-within-schools, primary unit, or intermediate unit) are the essential unit of accountability and that student achievement is the essential indicator of progress.

The Association and District therefore commit to establishing a group or school accountability plan that is based upon four key principles:

1. Student outcomes are the primary indicator of progress. Student growth and meeting learning standards will serve as the fundamental measure of school or school unit accountability.
2. Annual assessment of progress, including public reporting by each school or school unit, will occur.
3. Evidence of how school results have informed and led to changes in the School Comprehensive Education Plan must be reported annually.
4. The District and Association recognize that rewards, including bonuses and other incentives for recognizing successful student performance are important elements of the RCSD Group Accountability system.

The District and Association commit to establish a School Performance Incentive Program (formerly the Classroom Resource Fund) and identify such rewards and appropriate categorical, not local, sources necessary to implement the program.

In addition, the Task Force will reexamine the criteria for successful school performance and the appropriate level of incentives in order to move this Program forward.

## A. STUDENT OUTCOMES AND ANNUAL ASSESSMENT OF PROGRESS

The annual progress reporting on all aspects of school performance would include, but not be limited to, the following achievement measures and measures of school quality:

Measures in language arts and math (primary and intermediate levels) to be combined, including developmental stages in reading and math.

Percent of students expected to perform at the next grade level without additional support.

Progress/growth of cohort groups over 2-3-year period: primary, K-2/3; intermediate, 3-5/4-6; middle, 6-8; and high school, 9-12.

Feedback from receiving school.

Percent of students who take and pass District, Regents, and national exams, including, but not limited to, SAT/ACT and RCT.

Portfolios with evidence of strong accomplishments in writing.

In addition to student achievement measures, the Association and District recognize the importance of indicators of school quality that must be included in an assessment of progress. Such school quality indicators will include, but not be limited to:

Parent involvement; including evidence of parent direct impact on the educational process and evidence of staff connection/outreach to the parent/home.

Customer Satisfaction, including evidence of satisfaction with the quality of the educational experience, school environment and school/staff levels of responsiveness.

## B. LINKING RESULTS TO THE SCHOOL COMPREHENSIVE EDUCATION PLAN

1. No later than the last Wednesday in September, all unit members will meet and review student work including, but not limited to, student portfolios, final exams, and standardized test results in order to assess performance levels of the students they are teaching. Student

achievement results shall be considered by staff in determining appropriate instructional strategies and emphases to improve student performance. The SBPT shall determine the format of the annual meeting which may occur at grade level meetings, juncture meetings, or department or cluster meetings. Teachers may use data from this process as a component of the PART/Summative Appraisal process.

2. The annual public reporting by each school or school unit will describe how the school's results have informed the school and led to changes in the school's improvement plan.

### C. INCENTIVES LINKED TO SCHOOL OR SCHOOL UNIT PROGRESS

1. Schools or schools-within-schools demonstrating progress will receive greater autonomy, flexibility, recognition, and discretion in the use of resources.

2. In addition, distribution incentives under any School Performance Incentive Program shall be linked to student progress on agreed upon achievement measures and other school quality indicators.

a. A proportionate (per teacher) amount of the funds will be made available to, and administered by, the teacher members of each SBPT for supporting efforts that would promote effective practices or any of the following "Principles for Achieving Schools" as recommended by the RTA/RCSD Joint Task Force on Individual Accountability:

Schools that have high and rigorous standards for what all students should know and be able to do.

Schools that promote active, meaningful, and real to life learning that focuses on critical and creative thinking and empower students to take greater responsibility for their learning.

Schools that have student learning assessments that are diversified and performance based, and school assessments that focus on credible, diversified, and fair (equitable) indicators of opportunities for all students.

Schools that have knowledge-based teaching that is responsible and responsive to student needs, ensuring high standards for all students.

Schools that are small in size to permit supportive environments, where students are known.

Schools that shared decision-making and shared accountability for student success as well as democratic governance.

Schools that provide safe and democratic environments for learning.

Schools that provide incentives to promote student success and to create opportunities for all students, as well as logical consequences and disincentives for failing to do so.

Schools that work closely with students' families and seek to coordinate non-school services for students who need them.

b. Allocation of funds to each school from any School Performance Incentive Program shall be contingent on the school's proposal for the use of such funds. The plan or proposal must achieve affirmation from the other constituencies of that SBPT.

c. An impasse in this process shall be resolved by the Executive Committee of the School-based Planning Steering Committee.

d. After the initial year of implementation, schools will account for the results/benefits from the use of such resources.

e. Logical consequences must exist for schools or schools-within-schools that are unable to demonstrate progress toward agreed upon standards. The quality review and assessment of progress will identify barriers that must be addressed. A plan for corrective action may include a combination of any of the following:

- necessary support and assistance
- changes in procedures, staff and/or school operations
- prescribed training
- replacement or reconstituting of the school program or portion thereof
- school closing

#### D. GOVERNANCE

Governance shall be provided by an Executive Committee of the School-based Planning Steering Committee, comprised of the Superintendent or designee, bargaining unit Presidents or designees, parent representative, and student representative.

E. 1. The Rochester School Accountability system shall consist of three phases: Incentive, Intervention and Sanction. The Incentive phase is defined in paragraphs A, B and C of this section, above.

2. a. The **Intervention Phase** allows schools an opportunity for outside assistance and for critical review of practices and strategies for student and school improvement. A school under intervention must participate in the following: a third party review process which focuses on areas in need of improvement and submission of the annual School Comprehensive Education Plan based on findings; prescribed professional development such as visitations to schools which have demonstrated success; changes in procedures and/or school operations; audits of student work and monitoring of school efforts.

b. Schools in the Intervention Phase must demonstrate improvement within a two-year period. Schools which have demonstrated improvement within this two-year period will continue to be monitored for an additional year. If improvement continues in the third year, the school will be removed from the Intervention Phase.

c. If a school in Intervention has not shown improvement based on established standards and criteria over a two-year period, that school will be recommended for the Sanction Phase. The SBPT of the school will be apprised of the school's status and assigned a "school monitor."

3. a. Schools in the **Sanction Phase** have not shown sufficient improvement over a five-year period and must be restructured. That restructuring occurs under the auspices of the School-based Planning Steering Committee and by action of the Board. The "school monitor" will ensure that the appropriate restructuring strategies are being implemented and ample resources are being provided.

b. Schools under sanction will need to prepare during the identification year for any one or combination of the following: 1) school closing; 2) personnel changes; 3) replacement or reconstituting of specific school programs or portion thereof.

c. After a school placed on sanction has taken the prescribed steps in restructuring, the newly restructured school will need to revisit the steps taken in their previous Intervention Phase. The school will remain on sanction until sufficient improvement has taken place as determined by the School-based Planning Steering Committee.

## **SECTION 56 PARENT/COMMUNITY INVOLVEMENT**

The parties shall make a mutual commitment to provide ongoing opportunities for parent/community involvement on other issues relevant to the education reform agenda, such as shared accountability, professional expectations for school staff, expectations for parents and the community, student outcomes and measures, etc.

## **SECTION 57 SHARED ACCOUNTABILITY**

1. The District and the Association agree to support the implementation of the August 1990 report from the Joint Task Force on Shared Accountability for Improved Student Learning. The parties reiterate their interest as stated in the report in a professional accountability system which seeks to ensure responsible and responsive practices that are knowledge-based and client-oriented. It does so by creating policies, practices, safeguards, and incentives that enact the following commitments:

Professionals pledge their first and primary commitment to the welfare of students

All individuals permitted to practice in certain capacities (teacher, specialist, administrator, etc.) are competent to do so responsibly

Where knowledge about good practice exists, it will be used as the basis for making decisions

Where certainty about practice does not exist, practitioners will - individually and collectively, through inquiry and consultation - continually seek to discover the most responsible course of action.

2. Furthermore, the District and the Association endorse the following philosophical and strategic principles which help to shape the concept of shared accountability for student learning:

All students can learn and we have a responsibility to educate all of them well.

Ours is a vision of shared responsibility.

Educators as well as other constituencies should be accountable

for that which is within their control.

Educators and schools must own the standards for which they are to be held accountable.

Student progress, not school ranking, must be the expectation.

Effective change begins with emphasis on enabling support.

3. The parties endorse the recommendations concerning equity in resources distribution at the school level, policy development, responsiveness to students, parents, and staff concerns.

4. The parties agree to create conditions conducive to accountability and success. Those conditions may include, but are not limited to, the following:

Reduction in class size and student/teacher ratios.

Reduction in size of school units.

Extended instructional time for students who need more time.

Expansion of early childhood and pre-kindergarten programs that, according to research have proven to be beneficial.

Greater investment in staff by substantially increasing access to time, funds, and technical assistance available to schools and to individual practitioners in order to meet the needs indicated by school assessment.

Expansion of school-based shared decision making to include still greater discretion over factors and conditions that affect student learning: the school budget, instructional materials, strategies, assessments, staffing, curriculum, inservice, student discipline codes, instructional time and schedule, student grouping and class size.

Reduction of student mobility within the district which now diminishes the credibility of norm-referenced and cohort assessments and disrupts student learning.

Establishing a venture fund and an "idea action forum" to provide enabling incentives for innovation, risk-taking, collaboration and reform of teaching and learning.

Developing opportunities and support for school administrators by

providing for an internship program for new administrators, peer intervention for tenured administrators needing assistance, “Lead Administrator” status for outstanding practitioners.

Involving school administrators in direct contact with students.

Affirmation/Assessment of educational leadership and effectiveness that would enhance the prospects for accountability through bottom-up assessments of services and practice.

5. The District and the Association agree to seek an expansion of the concept of shared accountability consistent with the Task Force report aimed at engaging teachers, building level and central office administrators, parents, students, the business community, post-secondary institutions, community organizations, religious organizations, and political leadership in the comprehensive nurturing and enabling of our students.

**SECTION 58  
REPORT CARD REDESIGN COMMITTEE**

1. If it is necessary to reconvene a Report Card Redesign Committee, it shall consist of no more than twelve (12) members comprised of equal numbers of (a) teachers appointed by the Association President, (b) administrators appointed by the Superintendent of Schools after consultation with the ASAR President, and (c) parents of children in district elementary schools appointed by the Superintendent after consultation with the District Parent Council President, shall be constituted within thirty (30) days of the ratification and approval of this Agreement by both parties. The tasks of this committee shall be (a) to recommend clear, accurate elementary report card(s) to the Superintendent and (b) to recommend revisions for streamlining other components of the academic reporting process, including student portfolios.

2. Nothing herein shall impair the authority of the Superintendent to make the final determinations regarding the design of elementary report card(s) and the revision of the academic reporting process and to consult with whomever one wishes in making those determinations.

**SECTION 59  
TEACHER INCENTIVES**

1. Any member of the bargaining unit who has “professional” or “lead

teacher” status and who has attained advanced certification by the National Board for Professional Teaching Standards or equivalent certification in tenure areas not offering NBPTS certification will receive an incentive of \$1500, not included in base salary, for each year in which the member attains an evaluation of “Highly Effective”, “Effective” or “Distinguished”.

2. An additional \$2500 will be paid to NBPTS certified teachers and inactivated lead teachers (Section 52.13) who transfer to teach in schools identified by the state or federal government or the Superintendent as “low performing”. Such Board certified teachers may only transfer into vacant positions as defined in Section 24.4.

3. The District and the RTA further agree to refer the issue of teacher incentives to the Living Contract Committee to explore the viability of reestablishing incentives for other purposes.

#### 4. **Professional Development Incentive**

a. Recognizing that a teacher is a lifelong learner, there shall be a monetary incentive provided to bargaining unit members who document engagement in professional development activities beyond what is provided through other sections of this agreement (Section 16, 17, et al.).

b. After the first year of employment, any bargaining unit member may document professional development consistent with categories contained in the District’s jointly developed Professional Development Plan which is filed with the State Education Department and approved by the Joint Professional Development Planning Committee. Such documentation, and evidence of useful application, of an Individual Professional Development Plan shall be included in the teacher’s annual performance appraisal. Resident level teachers will receive an additional \$800 stipend for completion of an additional twenty-four (24) hours of professional development activities. Professional level teachers and Lead Teachers will receive an additional \$1200 stipend for completion of an additional thirty-six (36) hours of professional development activities.

c. The Parties shall review the sections above (59.4a & b) to seek coordination with the NYSED certification process changes.

d. Teachers shall receive professional development incentive payments within thirty (30) days of submitting documentation of professional development hours as outlined above.

**SECTION 60  
ABSENTEE REDUCTION PLAN**

1. The Absentee Reduction Plan will encourage teacher attendance and reduce the cost and disruption that occurs to the instructional program when the regular classroom teacher is absent.

It will be effective beginning with school year 2004-2005. This system will be based on a year-end review of attendance and establishes a credit for teachers who use few or no illness days.

2. a. **Eligibility** Tenured teachers are eligible to receive this benefit after completing a minimum of ten (10) years continuous service with the District.

b. Accumulated illness days prior to 2004-05 are excluded from this plan.

c. Bargaining unit members who have accumulated the maximum number of 150 days, for the purpose of this section will be "credited" with ten days.

d. For the purpose of this section only, sick days used for religious observation shall not be counted.

3. **Procedure** The credits will be paid as cash to the eligible teacher upon retirement or resignation.

The credits will be earned per day as follows for the preceding school year:

No illness days used.....	\$115 per day
One (1) illness day used.....	\$95 per day
Two (2) illness days used.....	\$80 per day
Three (3) illness days used.....	\$70 per day

The above stipulations and credits are banked annually.

The maximum amount paid to a teacher upon resignation or retirement is \$25,000.

Eligible bargaining unit members who plan to retire/resign and wish to receive this benefit must notify the District by March 1<sup>st</sup> of their intention. In the event that an eligible member decides to retire after the March 1<sup>st</sup> date, that person may appeal to the Joint Absence Reduction Appeals

Committee for consideration. Under special circumstances, the Joint ARP Appeals Committee may recommend that bargaining unit members be permitted to participate in this benefit even if notification has not been timely made.

## **SECTION 61 ALTERNATIVE EDUCATIONAL SETTING**

The parties recognize the need to provide alternative educational settings for students who need more services and support. A Joint RTA/RCS D Committee on Alternative Schools shall begin meeting immediately upon ratification of this Agreement to develop recommendations for at least one additional alternative school at the Elementary, Middle School, and High School levels. The Joint Committee shall also investigate the establishment and staffing a Student Support Room, Alternative to Suspension Room, and In-School Suspension Room (staffed by certificated personnel) at every school. In addition, the committee shall investigate needed social/emotional support and services for students, as well as Lead Teachers/Behavioral Specialists. This Joint Committee shall issue a written report to the Superintendent and the Association President by December 31, 2016.

A Joint RTA/RCS D Committee shall be convened to study the viability and effectiveness of returning to separate middle schools model in the District. The Joint Committee shall submit a report by December 31, 2016. Should the recommendations be accepted by the Board, implementation shall be done as soon practicable.

## **SECTION 62 SCHOOL INSTRUCTORS**

### **1. Exceptions**

Unless specified in this subsection, all parts of this Agreement shall apply to school instructors. Terms and conditions of work for school instructors shall continue in effect unless and until the parties agree to additional changes not set forth in this Agreement.

### **2. Class Size**

Class sizes in programs staffed by school instructors shall be maintained at SED approved levels.

### 3. **Definitions**

School instructors covered by this Agreement shall include all employees (twenty hours or more per week) formerly included in the School Instructors bargaining unit.

### 4. **Program Based Planning**

a. The Board and the Superintendent and the Association agree to cooperatively participate in the development of program based planning. District-sanctioned program based planning teams will include instructor representation consistent with selection procedures developed in cooperation with the Association.

b. Program based planning teams shall meet to consider, develop, and review program goals, objectives, and strategies.

c. Modifications of the specific provisions of this subsection affected through the program based planning process shall be subject to procedures approved by the Association Representative Assembly. Decisions reached in accordance with this provision shall be binding on all unit members in that program.

### 5. **Instructor Schedules**

#### a. **Work Day - Work Year: Not Assigned to Schools**

(1) The workday will be prescribed by the assigned administrator/designee in conjunction with the Program Based Planning Committee and announced in building bulletins. All members of the unit shall be required to attend all meetings for whatever purpose which are scheduled during working hours by the Director/designee.

(2) When employees are required to attend orientation as a condition of employment, they shall be compensated at their regular rate.

(3) All programs shall set aside one (1) hour, once a month which shall be used for faculty, departmental or instructional meetings or other professional responsibilities.

(4) The annual calendar will be developed by the assigned administrator with input from the RSI Chairperson.

#### b. **Work Day – Work Year: Assigned to Schools**

(1) Unit members assigned to schools will report to the school principal/designee.

(2) School Instructors assigned to Group Tutoring positions in the schools are required to report to work 15 minutes before their students arrive and will remain in the building for 6 and 3/4 hours following their reporting time. Their workday shall consist of: 4 hours of direct instruction (2 sessions of 2 hours each) with the remainder of the day allocated for lunch, planning and case management duties.

When the instructor only has one session scheduled, the principal may assign other instruction duties to the instructor during the period allocated for the second instruction session. Such task(s) shall also comply with the following:

(a) The class size shall not exceed ten (10) students.

(b) No work normally performed by others outside the unit (e.g., clerical sentry, paraprofessional or substitute teaching except when the school's emergency plan is activated during the unscheduled instructional block, etc.) may be assigned.

(c) Assignment to the In-School-Suspension position or equivalent positions of varying names is prohibited.

(d) Assignment of one or more students to the previously unscheduled instructional two (2) hour block shall result in no additional instructional tasks being assigned.

c. **Planning Time**

The District will make every reasonable effort to provide each unit member working thirty (30) or more hours per week with a minimum of 150 minutes planning time per week.

6. **Instructor Conference and Visiting Days**

a. To encourage instructor participation in conferences and increased use of visiting days, each program shall be allocated one (1) day of substitute time per instructor. The administration of this program shall be determined jointly by the program based planning committee and the supervising director.

b. Whenever representatives of the Association are

mutually scheduled by both parties to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss of pay.

c. One (1) elected delegate of the Association to the annual State and National Convention shall be allowed released time without loss of pay to attend said conventions.

d. The District will allocate conference monies for each program within this bargaining unit in the sum of five hundred dollars (\$500). Monies allocated for conferences and visiting days that are not used by individual programs will go into a program-wide pool, administration of which will be decided by the program based planning committee.

## **7. Lay Off and Recall**

a. Procedures for lay-off and recall of school instructors shall be consistent with Appendix B of the Agreement (“Abolition of Positions”) except that school instructor lay-offs shall be affected within four separate categories of instructors rather than in tenure areas: business, trades, nursing, and academic instruction (all other school instructor assignments).

b. Separate seniority lists and preferred eligibility lists for purposes of lay-off and recall shall be maintained for school instructors. For the purposes of this provision, seniority shall be defined as the length of continuous employment as a school instructor and shall be computed from the last date of hire in the bargaining unit. In the event a school instructor accepts employment outside the bargaining unit, but remains in the employment of the District, the instructor shall not accrue seniority for such service. However, if the member returns to the unit, all seniority within the area possessed prior to leaving the bargaining unit shall be recovered.

c. A school instructor recalled for reemployment from a preferred eligible list may “pass” on a position that is offered if the proposed instructional experience does not match the position offered. If a school instructor so “passes,” that person shall retain the original position on the recall list for subsequent positions which may become available for recalled unit members. Instructors will remain on the recall list for seven (7) years. If the instructor is not placed in a unit position by the end of seven (7) years, the instructor will be removed from the recall list.

d. In the event that positions are abolished, school instructors shall not have rights to displace teachers in regular school programs having less seniority, nor shall teachers have rights to displace

school instructors having less seniority.

e. When there is a teaching or school instructor vacancy as defined in Section 24, the District shall consider applications from unit members with appropriate certification before filling such a vacancy with a new hire.

## 8. Job Postings and Transfers

a. Available school instructor positions in the District shall be posted at the Association Office and in the Office of Human Capital.

b. Unit members have the right to transfer to openings within this unit for which they are qualified based on an interview and selection process.

c. In order to preserve stability in the program and in schools, there will be no transfer opportunities after the school year begins unless this is mutual agreement between the parties, or there is an occurrence of a change required by one of the community partners.

d. Changes required by a Community Agency will occur according to the following parameters:

(1) The District administrator will document the request and discuss the implications with the concerned instructor.

(2) Every effort will be made to encourage agencies to wait until the end of an academic year before the displacement takes effect.

(3) Instructors who are displaced as a result of an agency request will be permitted to choose from any available vacancies within the category of School Instructors. The categories are business, trades, nursing, and academic instruction (all other school instructor assignments—Section 63.7a).

(4) Vacancies resulting from requests for changes by community partners are subject to the Job Postings and Transfer paragraphs in 62.8a&b.

(5) In the event that more than two (2) instructors are displaced concurrently, those instructors will choose from available vacancies in order of their seniority.

(6) In the event that there are no volunteers to fill the vacancy created by the agency displacement, the least senior instructor supervised by the District administrator will be assigned to that vacancy.

**9. Malpractice Insurance**

The District shall provide each nursing instructor within the bargaining unit with a sum not to exceed two hundred twenty-five (\$225.00) dollars to be applied to malpractice insurance coverage upon presentation of receipts for such insurance.

**10. Just Cause**

a. No unit member with two (2) or more years of service shall be dismissed, disciplined, or reduced in rank without just cause.

b. The District agrees to the principle of progressive discipline including but not limited to verbal warning, written warning, suspension, and termination. Suspension shall be in accordance with the provisions of Section 3020, 3020-a or applicable case law.

c. All unit members have the right to have a union representative present at a discipline hearing.

**11. Observation and Evaluation**

School instructors shall be observed and evaluated according to procedures set forth in Section 36 of this Agreement.

**12. Salary Schedule Placement**

a. The salary for unit members is set forth in Appendix A.

b. Members of the bargaining unit who are required to work additional time beyond their regularly scheduled work year shall be paid at a rate of 1/200<sup>th</sup> of their annual salary (prorated if necessary) as authorized by the assigned administrator.

**13. Placement Day**

a. The District will hold a Placement Day for the unit on a date to be mutually determined by the parties. At Placement Day, displaced instructors and voluntary transfer applicants as one group will select from available positions in the unit and will choose on the basis of seniority (most senior to least senior).

b. The position vacated by a voluntary transfer becomes available when that instructor chooses another position.

c. Instructors may pass, however, once the instructor has selected a new position, no further changes will be permitted.

d. This process will be completed in no more than two (2) rounds of selections. If an involuntary transfer fails to choose a position, that unit member will be assigned by the District in seniority order.

14. The District recognizes that the School Instructors are included in the Professional Development Incentive (Section 60) subject to the following parameters:

a. Bargaining unit members who are first year employees in the District are ineligible.

b. Second- and third-year bargaining unit members must accumulate twenty-four (24) Professional Development hours in order to receive eight hundred dollars (\$800.00).

c. Bargaining unit members with three or more years of service qualify for one thousand two hundred dollars (\$1,200.00) for thirty-six (36) hours.

15. The District recognizes that the School Instructors are eligible to participate in the Absentee Reduction Plan (Section 61).

#### 16. **Long-term Suspension Classrooms**

The District and the Association agree that the elementary long-term suspension classrooms are challenging. Therefore, the parties recommend that the District should provide a full time paraprofessional in each classroom and allocate sufficient school psychologist and social worker resources to support these classrooms.

### **SECTION 63 HOME HOSPITAL TEACHERS**

1. All provisions of the Agreement will apply to Home Hospital (hereinafter referred to as "HH") Teachers except those specifically identified by the parties in this Section 62.32.

2. The parties agree to monitor the application of the Agreement for HH Teacher unit members to ensure that appropriate language has been retained to define those areas impacting terms and conditions of work which are specific to members of the HH Teacher unit.

3. The term "HH Teacher" shall refer to all unit members who were hired prior to the emergency hire date of April 1 of a given school year.

4. HH Teachers are required to be certified teachers, must plan lessons, teach according to course and curriculum guidelines, issue grades and conform to the teaching standards of the District. Home Hospital teaching assignments shall be one-on-one assignments.

5. In all District correspondence and forms, the District shall refer to all teachers in the HH Teacher unit as "teachers" or "HH Teachers;" the term "tutor" shall be deemed inappropriate as applied to teachers in the HH program.

6. **Access to Information**

HH teachers shall have the right to be informed about decisions through the District relative to school and department groupings, new curriculum, inservice programs and the selection of books and instructional materials. The District shall provide Home Hospital teachers with access to such information by supplying all pertinent written reports that are available to other teachers in the District, and by providing for attendance in meetings when necessary for HH teachers to keep informed of these matters.

7. **Release Time for Association Activities**

When it is necessary for the HH Teacher unit Chairperson and/or Vice Chairperson /designee to engage in Association activities as a representative of members, that person shall suffer no loss of pay. Such activities shall include, but not be limited to, attendance at Association Representative Assembly meetings, Executive Council meetings, and other meetings provided for and set forth pursuant to the terms of this Agreement. The Association and its officers agree that this privilege shall not be abused. The HH unit Chairperson shall be released from teaching duties half time to attend to Association duties.

8. **Subject Area Representatives**

Subject area representatives shall be appointed on an annual basis. Their duties may include, but not be limited to, the following: being

available for consultation with advisory-support and other teachers; planning and organizing inservice programs and conference days; locating, collecting, organizing, and distributing materials that enhance content knowledge and teaching effectiveness; and transitional work with other district programs. Subject area representatives shall be paid a stipend of one thousand two hundred dollars (\$1,200.00) in lieu of release time, to be paid no later than June 1st.

**9. Discharge**

Any discharge must be for cause and is reviewable through the grievance procedure, including arbitration for HH teachers with one (1) year or more of service.

**10. Just Cause**

a. No HH teacher with one (1) year or more of service as a HH teacher shall be dismissed, disciplined, or reduced in rank without just cause.

b. The District agrees to the principle of progressive discipline, including but not limited to, oral reprimand, suspension with or without pay, and termination.

c. All HH teachers have the right to have a union representative present at a disciplinary hearing.

**11. Probationary Period**

HH Teachers hired before April 1<sup>st</sup> of a given school year will serve a probationary period of one (1) year from the original date of hire.

**12. Working Conditions**

a. Request for Assignments

(1) Prior to the beginning of each school year, but no later than July 1<sup>st</sup>, HH teachers shall submit, in writing, to the Program Administrator their commitment with respect to the numbers of requested student contact hours per week and their date of availability for the next school year. This shall not represent a guarantee of hours.

(2) Such requests shall be acknowledged in writing within one (1) calendar days of the request. Requested increases in assignments shall be granted on the basis of seniority.

(3) Requests for increased student contact hours during the school year, when warranted by availability of students to be assigned, shall be granted prior to hiring additional teachers. The HH Program Administrator/ designee shall first honor, by order of seniority, all HH teacher requests for increased hours.

b. Assignments of Students to Teachers

(1) Beginning the School Year

(a) The available students will be distributed sequentially by reverse seniority until the hours of availability of teacher has been filled. When the pool of available students is exhausted before all teachers' hours have been maximized, the assigning process will resume for where it left off as additional students enter the program.

(b) Seniority shall be determined by the length of continuous service in the HH Program. Teachers who return to the Program within one (1) year of leaving it for employment elsewhere in the District shall suffer no loss of seniority in the program. Those teachers returning to the Program after more than one (1) year of employment elsewhere shall lose past seniority. A seniority list shall be made available, in writing, to the HH Chairperson no later than September 15 of each school year by the District.

(c) Special Cases

[1] Students carried over from the previous year shall be offered to the last teacher.

[2] Student needs should be matched, whenever possible, with the unique and special qualifications of teachers.

[3] Conformance with State Education Law: Whenever State Law mandates that an assignment be made to a teacher holding certain credentials, such as special education certification, such assignment shall be made according to seniority among unit members who hold the required certification.

[4] During the initial assignment phase, every reasonable effort will be made to ensure fairness and equity in the maximization of assigned hours between full and part-time teachers.

(2) Method of making assignment during the school year

(a) During the school year, assignments will be made in the reverse order of seniority.

(b) If two or more teachers who have lost a student have the same seniority, the first assignment will be given to the teacher who has been without a student the longest.

(c) Every reasonable effort will be made to ensure fairness and equity in the maximization of assigned hours between full and part-time teachers.

(d) Special cases shall apply the same as at the beginning of the school year, as set forth in subsection 12b (1)(a) above.

c. **Assignment for Summer Schools** Summer school HH teachers shall be assigned by seniority order, as defined in Section 63.12(b)(1)(b), as well as implementation of Section 63.12(b)(1)(c) special cases.

d. Unless otherwise expressly provided an assignment pursuant to this Agreement shall be considered a one-on-one teaching assignment.

e. The District will furnish each HH teacher with the rules and policies covering their assignments.

f. **School Based HH Teachers**

(1) HH teachers who are assigned to schools will report to the school principal/designee. All other HH teachers will report to the designated program administrator.

(2) When the HH teachers has fewer than three (3) students assigned, the principal and/or program administrator may assign other temporary instructional duties to the teacher during that teacher's unscheduled time. Temporary instructional duties for part-time HH teachers shall be pro-rated.

The parties agree that assigned duties will conform to the following guidelines:

(a) Teachers shall be assigned to teach

individual students and/or assist with individual student registration. Teachers assigned to the medical program may also work in pairs to register elementary students who have not reported to school.

(b) All temporary instructional duty shall be limited to one-on-one teaching assignments during regular school hours.

(c) No work normally performed by others outside the unit (e.g., clerical sentry, paraprofessional or substitute, etc.) may be assigned.

(d) Assignment to the In-School-Suspension position or equivalent position of varying names is prohibited.

(e) Assignment of a third student shall end all such duties.

(f) Home/Hospital teachers shall first establish their own schedule times for all assigned students and shall also accommodate time for temporary instructional duties.

(g) Administrators shall make every effort to notify the HH teacher at least one day in advance of any temporary instructional duties required of them during their unscheduled time.

g. A Home/Hospital teacher may be assigned a maximum of seven (7) one-hour (1 hour) elementary students at any one time within an eight (8) hour day.

13. **Textbooks and Materials** The District shall undertake to provide the HH Program with current and suitable textbooks, including teacher editions, and instructional materials, such that HH teachers shall be able to provide instruction that is appropriate to each student's course assignment and consistent with the instructional programs of the various schools.

14. **Transportation of Pupils** No HH teacher shall be required to transport a pupil in one's personal automobile for any reason.

## 15. Home Hospital New Hire Screening Committee

a. A screening committee will be formed consisting of up to four (4) members selected jointly by the Program Administrator and the HH Chairperson, all of whom shall be HH teachers.

b. This committee shall select two (2) of its members to meet as needed to interview and screen all candidates being considered as new hires to the HH Program. This subcommittee shall make recommendations to the Program Administrator regarding each candidate that they interview and screen. The full committee shall receive training from a representative of the Office Human Capital regarding interviewing and screening techniques.

c. HH teachers serving on this committee shall be afforded release time as needed to perform the duties expected of them and as approved by the Program Administrator.

## 16. Student Attendance and Progress Reports

Any form drawn up to document attendance and progress of students and required to be submitted to students and family members for signature shall contain no reference to payroll.

## 17. Job Safety

a. Safe and Healthful Instruction Site While the parties recognize that instruction sites will be primarily in homes, hospitals, and other public places not provided by the District, the parties recognize the right of teachers to have safe and healthful conditions under which to carry out their professional duties. These conditions shall include protection from persons who have recently exhibited behavior that could reasonably be expected to threaten the health or safety of the teacher.

b. To this end, the District shall inform the parents of each assigned student of their duty to provide a safe and healthful work area. Additionally, the parties to this Agreement will cooperate and seek the cooperation of parents and other concerned parties to ensure that a safe and healthful instruction site is provided in or outside the home so that the student's education can continue.

c. Leaving the Instruction Site Whenever a teacher believes in good faith that an instructional site is unsafe or unhealthy, he or she may leave the site, without loss of pay or assignment, but must return to the HH Office to confer with the Program Administrator.

d. For safety reasons, HH teachers will not be required to meet with a student at the home until a parent/guardian has attended an appropriate post-suspension meeting and/or a phone contact has been made with the parent/guardian.

18. **Parking** The Board shall make every effort to provide free, adequate school parking facilities for teachers.

19. **Work Year** All teachers covered by this Agreement shall be engaged on a school year basis, starting at the opening of school in September and shall continue until the close of school for summer recess (until the checkout process is completed.)

20. **Joint Committees**

a. Instructional Supplies Committee

The Program Administrator/designee, and the Vice Chairperson of the HH Department of the Association shall co-chair a committee consisting of the subject area representatives. They shall meet the first week of October, January, April, and June, or more frequently if needed, to determine HH teachers' instructional supply needs, to order materials to plan and implement, when necessary, school-based conference days, and to address facilities related issues.

b. Program Based Planning Committee

(1) This committee, consisting of the Program Administrator, the HH Teachers Chairperson, and the elected HH representatives shall meet on a regular monthly basis for regular communications on practices and procedures. Any changes or proposed changes in program policies/procedures, or changes in the Operating Procedures Manual must be reviewed by the Program Based Planning Committee before taking effect.

(2) The parties agree to refer the issue of redefining the "full time teaching" to the Planning Committee. The Planning Committee shall consider aspects of the issue including, but not limited to, the increased demands on students and teachers resulting from NYS Standards and Assessments; the broad curricular range required of a unit member; the needs of students for varied amounts of time to achieve greater academic success; the recognition of the time needed for unit members to perform other duties essential to a successful, quality program (e.g., securing materials from home schools); the recognition of unit

members' basic human needs (e.g., lunch, travel between students, etc.); and other perspectives either party may advance as being germane to the issue. The Planning Committee shall hold its initial meeting on this matter within thirty (30) days of the ratification of this Agreement. The Planning Committee shall report its recommendations to the Superintendent and the Association President no later than March 1, 2002.

c. Peer Assistance Committee

This committee shall consist of six (6) members, three (3) selected by the Program Administrator and three (3) selected by the Association Home Hospital Department Chairperson. It shall meet quarterly, or more often if needed, to implement, alter, and evaluate the existing Peer Assistance Program. The primary purpose of this committee shall be to aid new hires.

d. The CIT Panel shall provide mentors for all HH teachers who become interns.

## 21. Evaluation

a. The observation and evaluation of HH teachers shall be made by personnel duly appointed by the Board to position including responsibilities for the observation and evaluation of staff.

b. By October 31<sup>st</sup>, or within two months of a HH teacher's beginning service, the administrator/supervisor shall inform the HH teacher of the purpose, procedure, and forms to be used in the evaluation process.

c. The jointly-developed HH teacher evaluation form shall be submitted by the teacher by May 1<sup>st</sup> of each school year. The HH teacher and administrator shall conference before the end of the school year to complete and sign this evaluation form. The administrator shall provide written comments at the time of this conference.

## 22. Complaint Against Teacher and Reassignment of Student

a. Complaint

Whenever a parent or other concerned party issues a complaint against a teacher and requests a change of teacher, no reassignment shall be made unless:

(1) The teacher is presented with specific written allegations signed by the concerned party

(2) The teacher is permitted at least two (2) working days to prepare a response, and

(3) Following such response, there appears to be substantial foundation for a finding that the allegations are supported, and the effectiveness of the teaching assignment is compromised.

b. A teacher who is presented with such a complaint shall be permitted to respond in writing or in conference with the Principal/Program Administrator or both and shall be permitted the assistance of an Association representative.

### 23. **Seniority**

A separate seniority list shall be maintained for teachers in the HH Program. For purposes of lay-off and student assignment, HH Program shall apply. HH Program seniority shall be determined by continuous service in a position within the HH Program. HH teachers who have been laid-off will be recalled before any new hires are made. Laid-off HH teachers shall be kept on a recall list for seven (7) years.

By September 15<sup>th</sup> and May 15<sup>th</sup> of each school year, the Association shall receive a current appointment location seniority list including all those HH unit members on approved leaves of absence as of May of that school year. Such seniority list shall be used for the purpose of implementing the transfer process as defined in this section.

### 24. **Special Needs of Students**

The District will provide HH teachers who are assigned to special education students with one (1) full day of release time or the equivalent (prorated for the number of students) for the purpose of writing IEPs, preparing for and holding IEP conferences with parents, preparing for annual reviews, etc. Such release time will be scheduled with the approval of the Program Administrator to meet the program needs.

25. **Duty-free Lunch** arrangements for HH teachers will continue in effect. Section 18 of the Agreement will not result in changes in these procedures.

26. **Catastrophic Illness** HH teachers who apply for Catastrophic Illness leave under Section 41.14b, will be required that at the time of application for the additional 95 days, they must also apply for disability retirement or submit an irrevocable letter of resignation effective at the end

of such leave.

27. The Association and the Board recognize the need for the involvement of teachers in the development of school groupings and department groupings, new curriculum, inservice programs, and the selection of textbooks and instructional materials. Accordingly, administrative proposals in the foregoing areas shall be reported to the appropriate staff for their ideas and suggestions which shall be considered by administration in the process of reaching a decision as to whether or not to implement such proposals. Teachers shall have the right to initiate discussions relative to school and department groupings, new curriculum, inservice programs and the selection textbooks and instructional materials.

28. **Mileage** All travel will be reimbursed at the IRS rate as of July 1<sup>st</sup> of each year.

29. **Job Sharing** HH teachers participating in an approved job-sharing (see Section 51) are limited to either full-time or half-time options. The teacher with the higher seniority will retain the job in the event of a discontinuation of the job-sharing. The teacher with the lower seniority will be displaced in the event of a discontinuation of the job-sharing.

30. **Vacancy and Transfers**

a. A vacancy for the purpose of this Section is the initial opening for the succeeding school year at a school, program, or school location for which a new HH hire is required.

b. In the event that a transfer out of a school or school location is necessitated by a reduction in staff or shifting pupil population, such transfers shall be voluntary to the extent possible; if such transfer are involuntary, the HH unit member with the least seniority from that school or school location, shall be transferred from that school, program or school location.

c. HH unit members may file a voluntary transfer request by May 1<sup>st</sup> of each school year. Such request must be received in the Office of Human Capital by the above date. The Association shall receive copies of all such requests.

d. The District agrees to conduct a HH Placement Day meeting no later than the last day of each school year at which time and all transfers will occur. The parties shall agree on the date and time of yearly HH Placement Day meetings. The process at these shall be:

(1) Round 1: Voluntary transfer teachers and displaced teachers may select first. These unit members select by seniority from among the available vacant positions in the HH unit. Teachers who wish to increase their hours shall do so a voluntary transfer.

(2) Round 2: Any remaining teachers not placed in Round 1 and any HH teachers returning to the program from other District units may select by seniority from any remaining vacant positions still available in the HH unit.

(3) Round 3: HH unit members remaining after Round 2 shall select from available openings based on seniority consistent with procedures contained herein. Vacancies in the HH unit identified after Placement day shall be posted and made available to any HH unit member. This process expired thirty (30) calendar days after the HH Placement Day meeting.

### **31. Early Dismissal Wednesdays**

a. All HH unit members shall meet for one (1) mandatory Wednesday faculty meeting per month, lasting one hour. The last fifteen (15) minutes are reserved for Association business. All HH teachers shall be released from other duties and made available to attend this meeting on the first available Wednesday of each month.

b. On the other Wednesdays of each month, HH teachers can either choose to attend professional development in their assigned school, attend unit-based professional development or spend the time on individual planning for their students. The HH Program Planning Committee will be consulted on the professional development activities planned specifically for the unit.

c. HH teachers will have a minimum of five (5) and one-half hours student contact time on Wednesdays unless the teacher's caseload is not full. If the teacher's caseload is not full, there will be no reduction in instructional time on Wednesdays for the students assigned to that teacher.

d. HH teachers are eligible for the individual professional development incentive in the Agreement as long as they attend the mandatory central and school-based professional development activities on Wednesdays. The teacher will be supervised in this process by the school principal and/or the program administrator.

(1) Bargaining unit members who are first year

employees in the District are ineligible.

(2) Second- and third-year bargaining unit members must accumulate twenty-four (24) Professional Development hours in order to receive eight hundred dollars (\$800.00).

(3) Bargaining unit members with three or more years of service qualify for one thousand two hundred dollars (\$1,200.00) for thirty-six (36) hours.

### **32. Grievances Concerning Excluded Sections**

a. The sections from the Agreement identified by name and number below are so listed by the parties because it is agreed that these provisions do not presently apply to the terms and conditions of work for teachers in the Home Hospital Program. Those sections are as follows:

SECTION 16	PROFESSIONAL DAY AND RESPONSIBILITIES
SECTION 19	ELEMENTARY PLANNING TIME
SECTION 20	PARENT TEACHER CONFERENCES
SECTION 22	TEACHER ASSIGNMENTS
SECTION 23	SECONDARY TEACHER ASSIGNMENTS
SECTION 24	VACANCIES AND TRANSFERS
SECTION 27	TEACHING CONDITIONS
SECTION 28	TEACHER FACILITIES
SECTION 30	REGULAR TEACHER AS A SUBSTITUTE
SECTION 32	CLASS SIZE
SECTION 34	REPORTS TO PARENTS
SECTION 35	PROBATIONARY PERIOD
SECTION 36	OBSERVATION AND EVALUATION
SECTION 37	DISCIPLINE AND DISCHARGE NON-TENURED TEACHERS
SECTION 38	DISCIPLINE AND DISCHARGE TENURED TEACHERS ONLY
SECTION 46.2,4,5	GENERAL SALARY AND ALLOWANCE PROVISIONS
SECTION 51	JOB SHARING
SECTION 52	CAREER IN TEACHING PLAN
SECTION 53	INTERVENTION, REMEDIATION AND PROFESSIONAL SUPPORT
SECTION 54	SCHOOL ACCOUNTABILITY
SECTION 55	GROUP ACCOUNTABILITY

SECTION 57	SHARED ACCOUNTABILITY
SECTION 58	REPORT CARD REDESIGN COMMITTEE
SECTION 59.1	TEACHER INCENTIVES
SECTION 60	ABSENTEE REDUCTION PLAN
APPENDIX C	PROFESSIONAL PRACTICE REVIEW: PROFESSIONAL EXPECTATIONS FOR TEACHERS

b. The parties agree to modify the application of Section 14, (Grievance Procedure) so that issues related to specific sections of the Agreement noted above will be referred to the Joint Living Contract Committee for discussion and determination rather than being put through the grievance process unless the subject matter of such issue is covered within Section 62.3-32 herein. In such case, the issue may be submitted in accordance with Section 14 (Grievance Procedure).

**SECTION 64  
ROCHESTER PRESCHOOL-PARENT PROGRAM**

Current and future members of RPPP shall be entitled to the same contractual rights and benefits as all other members of the Teachers Bargaining Unit.

A separate seniority list shall be maintained for teachers currently in the RPPP. Another seniority list shall be maintained for Peer Consultants and a third, separate list, shall be maintained for Adult Family Educators. For purposes of lay-offs, RPPP seniority shall be determined by reference to seniority within each seniority list.

Beginning July 1, 2016, current RPPP teachers shall become tenure track teachers within the Teachers unit and eligible for tenure. Beginning September 1, 2016, new teachers assigned to RPPP shall be eligible for tenure and placed on the elementary seniority list.

## APPENDIX A

### Appendix A Salary Schedules

Step	2022-2023		2023-2024		2024-2025
1	\$48,500	\	\$49,500	\	\$50,500
2	\$49,672	\	\$50,343	\	\$51,381
3	\$50,834	\	\$51,560	\	\$52,256
4	\$51,740	\	\$52,766	\	\$53,519
5	\$52,797	\	\$53,706	\	\$54,771
6	\$53,742	\	\$54,803	\	\$55,747
7	\$54,936	\	\$55,784	\	\$56,886
8	\$56,243	\	\$57,024	\	\$57,904
9	\$56,922	\	\$58,380	\	\$59,190
10	\$57,875	\	\$59,085	\	\$60,599
11	\$59,081	\	\$60,074	\	\$61,330
12	\$59,652	\	\$61,326	\	\$62,357
13	\$61,164	\	\$61,919	\	\$63,656
14	\$62,695	\	\$63,488	\	\$64,272
15	\$64,250	\	\$65,077	\	\$65,901
16	\$65,170	\	\$66,692	\	\$67,550
17	\$66,822	\	\$67,646	\	\$69,226
18	\$68,512	\	\$69,361	\	\$70,217
19	\$70,119	\	\$71,115	\	\$71,997
20	\$71,898	\	\$72,784	\	\$73,818
21	\$73,981	\	\$74,630	\	\$75,549
22	\$75,841	\	\$76,792	\	\$77,466
23	\$77,688	\	\$78,723	\	\$79,710
24	\$79,853	\	\$80,640	\	\$81,714

25	\$82,154	↘	\$82,887	↘	\$83,704
26	\$84,290	↘	\$85,276	↘	\$86,037
Step	2022-2023		2023-2024	↘	2024-2025
27	\$85,988	↘	\$87,493	↘	\$88,516
28	\$88,232	↘	\$89,256	↘	\$90,818
29	\$91,348	↘	\$91,585	↘	\$92,647
30	\$93,878	↘	\$94,819	↘	\$95,065
31	\$96,063	↘	\$97,445	↘	\$98,422
32	\$98,418	↘	\$99,713	↘	\$101,148
33	\$101,271	↘	\$102,158	↘	\$103,503
34	\$103,684	↘	\$105,119	↘	\$106,040
35	\$105,365	↘	\$107,624	↘	\$109,114
99-1	\$107,887	↘	\$109,369	↘	\$111,714
99-2	\$110,444	↘	\$111,987	↘	\$113,525
99-3	\$113,155	↘	\$114,641	↘	\$116,242
99-4	\$115,187	↘	\$117,455	↘	\$118,997
99-5	\$117,979	↘	\$119,564	↘	\$121,918
99-6	\$120,231	↘	\$122,462	↘	\$124,108
99-7	\$122,382	↘	\$124,800	↘	\$127,116
99-8	\$124,470	↘	\$127,033	↘	\$129,542
99-9	\$126,453	↘	\$129,200	↘	\$131,860
99-10	\$128,414	↘	\$131,258	↘	\$134,109
99-11	\$130,634	↘	\$133,294	↘	\$136,246
99-12	\$133,087	↘	\$135,598	↘	\$138,359
99-13	\$135,038	↘	\$138,144	↘	\$140,751
99-14	\$137,424	↘	\$140,169	↘	\$143,394
99-15	\$138,962	↘	\$142,646	↘	\$145,496
99-16	\$140,966	↘	\$144,243	↘	\$148,067
99-17	\$143,301	↘	\$146,323	↘	\$149,724
99-18	\$145,809	↘	\$148,746	↘	\$151,883

99-19	\$148,909	\	\$151,350	\	\$154,399
99-20	\$152,731	\	\$154,568	\	\$157,101
99-21			\$158,535	\	\$160,441
99-22					\$164,559

2022-2023: 3.8% on base, inclusive of Triborough, retroactive to July 1, 2022. + \$1,500 Retention Incentive\*

2023-2024: 3.8% on base + \$1,500 Retention Incentive\*

2024-2025: 3.8% on base

\*For the 2022-2023 and the 2023-2024 school years only, bargaining unit members active on June 1 and remaining active through the last day of school for the relevant school year shall receive a Retention Incentive in the maximum amount of \$1,500 per year. Such Retention Incentive amount shall be prorated for all bargaining unit members working less than full time and bargaining unit members resigning due to extenuating medical reasons.

## **APPENDIX B ABOLITION OF POSITIONS**

1. Whenever the Board abolishes a position, the services of the teacher having the least seniority in the system within the tenure of the position abolished shall be discontinued.
2. The teacher so discontinued shall be placed on a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in a position that is the same or similar to the one which such person filled.
3. The persons on such preferred eligible list shall be reinstated or appointed to such corresponding or similar position in order of their length of service in the system. Placement on such preferred eligible list shall be as of the date of position abolishment and shall not be adjusted for service rendered subsequent to the date of placement on the preferred eligible list; except that post-abolition service in the system other than service as a per diem or contract substitute shall be credited to the teacher in establishing placement on the preferred eligible list, upon being laid-off from that post-abolition position.
4. An individual teacher in the District shall retain all rights as provided by Education Law 2585, the Rules of the Regents and controlling case law.

## **APPENDIX C PROFESSIONAL PRACTICE REVIEW: PROFESSIONAL EXPECTATIONS FOR TEACHERS**

The District and the Association agree that core propositions extracted from the report of the National Board for Professional Teaching Standards (as set forth herein) together with guidelines and principals contained in the August 1989 PART report, form the basis for professional expectations for Rochester's teachers.

The core propositions, considered together with teacher expectations contained in the PART report, represent collectively a broader and more comprehensive set of expectations for teachers than previously established, and will be the point of departure for the

development of a professional accountability system for teachers.

Because these core propositions and expectations define a more comprehensive work role for teachers than previously established, the following are established as a framework for the role that professional expectations will play in the teacher appraisal system.

The manifestation of the professional expectation will be expressed in:

a. Willingness to participate in the development of the life of the school and to share on an equitable basis in the responsibility for school improvement. Evidence of serious commitment to the life of the school as a whole will be expressed in different ways by teachers and in a variety of activities including, but not limited to, participation on committees, school site management, sponsorship of student activities, etc.

b. Teacher effort and success in creating multiple and meaningful opportunities for students to receive assistance during and beyond the school day. This means that teachers will work a professional day, making time to do what is required to meet the needs of their students.

The components of the professional practice review shall reflect achievements and professional growth in the following areas (and as more fully delineated in the report from the National Board for Professional Teaching Standards and the 1989 PART report) include:

**Commitment to students and their learning** (Ex: believing all students can learn; equity in treatment of students; motivating students; creating opportunities for student learning; effectiveness in a multi-cultural environment)

**Knowledge of teaching and learning** (Ex: content area expertise; instructional strategies; knowledge of learning styles; examples of student work)

**Effective management of learning** (Ex: engaging students; authentic assessment of student's work; time and space utilization; grouping of students; involving students in active learning and peer relationships)

**Professional development and reflective practice** (Ex: familiarity with research and changes knowledge base; participation in inservice, workshops, conferences, etc.; observing other teachers;

adjusting instructional strategies; risk-taking)

**Collaboration with others** (Ex: team-teaching and professional collaboration, peer relationships, home contacts, involving community in students' learning, leadership roles, participation in professional organizations, school, and district committees, etc.)

## **I. PRINCIPLES FROM THE NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS**

### **1. TEACHERS ARE COMMITTED TO STUDENTS AND THEIR LEARNING**

Teachers are dedicated to making knowledge accessible to all students. They act on the belief that all students can learn. They treat students equitably, recognizing the individual differences that distinguish their students one from the other and taking account of these differences in their practice. They adjust their practice, as appropriate, based on observation and knowledge of their students' interests, abilities, skills, knowledge, family circumstances and peer relationships.

Accomplished teachers understand how students develop and learn. They incorporate the prevailing theories of cognition and intelligence in their practice. They are aware of the influence of context and culture on behavior. Equally important, they foster students' self-esteem, motivation, character, civic responsibility and their respect for individual, cultural, religious, and racial differences.

### **2. TEACHERS KNOW THE SUBJECTS THEY TEACH AND HOW TO TEACH THOSE SUBJECTS TO STUDENTS**

Teachers have a rich understanding of the subject(s) they teach and appreciate how knowledge in their subject is created, organized, linked to other disciplines, and applied to real-world settings. They also develop the critical and analytical capacities of their students.

### **3. TEACHERS ARE RESPONSIBLE FOR MANAGING AND MONITORING STUDENT LEARNING**

Teachers create, enrich, maintain, and alter instructional settings to capture and sustain the interest of their students and to make the most effective use of time. They are also adept at engaging students and adults to assist their teaching and at enlisting their colleagues' knowledge and expertise to complement their own.

They know how to engage groups of students to ensure a disciplined learning environment and how to organize instruction to allow the school's goals for students to be met.

They employ multiple methods for measuring student growth and understanding and can clearly explain student performance.

#### 4. TEACHERS THINK SYSTEMATICALLY ABOUT THEIR PRACTICE AND LEARN FROM EXPERIENCE

Teachers are models of educated persons, exemplifying the virtues they seek to inspire in students - curiosity, tolerance, honesty, fairness, respect for diversity and appreciation of cultural differences - and the capacities that are prerequisites for intellectual growth: the ability to reason and take multiple perspectives, to be creative and take risks, and to adopt an experimental and problem-solving orientation.

#### 5. TEACHERS ARE MEMBERS OF LEARNING COMMUNITIES

Teachers contribute to the effectiveness of the school by working collaboratively with other professionals on instructional policy, curriculum development and staff development. They can evaluate school progress and the allocation of school resources in light of their understanding of state and local educational objectives.

Accomplished teachers find ways to work collaboratively and creatively with parents, engaging them productively in the work of the school.

### **PROFESSIONAL EXPECTATIONS FOR TEACHERS**

*Revised December 1990*

Fundamental to the Career in Teaching Plan and other reform initiatives is the concept of extended expectations for all professional staff. The extended expectations for teachers begin with four belief statements about what teaching and learning should be and about what teaching and learning must become if schools are to change to respond to student needs. The expectations for teachers also incorporate the following five areas of professional development, interaction, and involvement; the continuum of professional development and collegial interaction; professional involvement beyond the classroom; home involvement; community relationships; and promoting and enhancing the status of the profession.

These areas of professional emphasis for district teachers serve

as points of departure for discussions about what schools, teaching and learning should be as we move forward into the 1990s. At the outset, professional staff needs to acknowledge and support a concept of collegiality that is new to our schools. Colleagues in instruction include all who contribute to the teaching and learning composite: fellow classroom teachers, pupil personnel support, administrators, paraprofessionals, and other educators.

## **Teaching and Learning**

These four belief statements aim at improved student attainment and apply equally to all career levels and all professionals. It would be inappropriate to suggest a different focus or emphasis for the intern, resident, or professional level. Rather, each of the levels may differ in the sophistication or skill or experience of the practitioner. Through self-analysis and collegial review/support, educators will be able to identify their own strengths and needs. Reflective practice will engender responsive schools-restructured schools. The expectations here, to a considerable extent, return to the question "What is good teaching?"

### ***Effective teaching connects the student's world and content.***

*Students are the focal point of the instructional process; all energy is channeled toward engaging the student and supporting the transformation toward community and global connection. Teaching reflects multivoiced accounts and perspectives in all subject areas. Teaching reflects a positive attitude toward students, recognizing and appreciating the multicultural nature of Rochester's student body. Teaching models ongoing learning, is inventive, focuses on problem identification/solution, promotes higher-level thinking, and generally relates learning to life. Community service and community knowledge are linked to instruction. Teachers know the content and freely employ interdisciplinary approaches.*

***Effective teaching celebrates the learning process.*** *Students and teachers are engaged in active learning and share the accountability for and pride of accomplishment. Instruction is energetic, enthusiastic and challenging for teacher and student. Instruction involves a collective search to expand what we know and what we learn so that it equitably represents all races and classes, and both genders. Teaching combines a sense of humor with a seriousness of purpose; it is flexible, creative, and positive. Teachers and students take risks: teachers know how students learn and tailor instruction to their enthusiasm and strengths. Teaching stimulates inquiry and discovery, reflection, and action. Instruction embraces "learning how to learn," as well as specific content areas and skills.*

### ***Effective teaching incorporates knowledge of human***

**development.** Teachers, with the school community, analyze student needs and adjust instruction as a result of continuing collegial dialogue. Teaching and learning is viewed as an evolving process and set of relationships. Teachers incorporate experiences and research in their own professional growth. Teachers incorporate current scholarship to accurately reflect diverse cultures and groups. Instruction promotes self-esteem and self-discipline through self-assessment. Alternative styles in teaching and learning are fostered based on current research.

**Effective teaching offers a safe learning environment.** Teachers and students work together to create an atmosphere conducive to learning-characterized by mutual respect, fostering self-esteem and a sense of a shared mission. Teachers make decisions about instruction and school environment and share responsibility for their school's success. Student/teacher interaction fosters independence and interdependence. Teaching encourages self-discipline. School communities offer support through appropriate intervention.

## **The Continuum of Professional Development and Collegial Interaction**

The continuum of professional development begins with the intern experience, continues through residency, with professional-level teachers expanding on the expectations of the previous levels. Throughout teaching careers at the District, professional development can be characterized as a process which is both reflective and collegial. Overall, teachers move from supported practice (intern) toward interdependent practice (resident), and ultimately to a point at which they can facilitate their own continued growth and the growth of their colleagues (professional teacher). Relationships with colleagues grow from participation in collegial activity, to reflection and, ultimately, to leadership.

**Intern Level:** The intern's professional growth may be coordinated through assistance by a Lead Teacher/Mentor, administrators, or other colleagues. A wide variety of professional development activities (including a formal orientation of up to five days) are available to all teachers. In addition to building and department inservices, interns will participate in workshops and courses offered through the Office of Staff Development, SETRC, and the Rochester Teacher Center. Participation in other union-supported professional development activities is also an expectation for interns.

Interns, with assistance from their mentors and supervisors, will develop personal plans for professional development. They also will begin documenting their achievements of professional growth.

There is a further expectation that the knowledge of and participation in reform initiatives embraced by the District and Association will become a part of each intern's induction. Professional development and the building of collegial relationships aimed at promoting classroom excellence must also take place informally. As in any other profession, the individual is primarily responsible for continuing self-education, acquiring knowledge about current research and practices, and interacting with colleagues to promote better instructional techniques.

Interns are, of course, fully capable of facilitating colleagues' professional development. However, the overall nature of an intern's professional development is likely to be directed at themselves, rather than toward their colleagues, and that interns will in general profit greatly from collegial support.

**Resident Level:** At the resident level, teachers will continue to participate in the collegial professional development process that began with the intern/mentor relationship. They will expand their support through various voluntary networks, either self-constructed or offered through various institutions (Rochester Teacher Center, the Association, department, building, etc.).

In addition, resident teachers will continue a lifelong process of addressing topics including, but not limited to, the following: student assessment; instructional strategies, both content-free and discipline-specific; decision-making; conflict resolution; content-area knowledge; use of tools of the profession (i.e., technology); research-as consumers, transformers, and "creators" of knowledge; communication; and making connections between schoolwork, home, the community, and the future.

As part of the professional development process, residents will use the resources identified in the intern-level statement and will begin to expand those resources by offering development possibilities for colleagues.

**Professional Level:** At the professional level, teachers will continue to participate in the collegial professional development process begun with the intern/mentor relationship and continued in the resident years through voluntary networks. They will assume increasingly active roles in directing their own growth and supporting the growth of their colleagues.

It is at this level that professional development expectations will link most directly to the new performance appraisal system. Professional-level teachers will have knowledge and experience to identify appropriate

professional growth needs through self-analysis, portfolio review and collegial review groups. Thus, professional development needs and opportunities will arise from performance appraisal and will connect to effective classroom practice. This is not to say that activities will be limited to areas of deficiency.

Professional-level teachers will promote their own effective practices, and reinforce and enrich those of their colleagues.

### **Professional Involvement beyond the Classroom**

Professional involvement beyond the classroom (or office) will act to strengthen ties with one's school, as well as with colleagues and the school community. It requires teachers to extend themselves beyond their personal expertise, related subject matter, and their own students.

**Intern Level:** First-year teachers are expected to acquire an understanding of District operations-the organizational framework, the functions of various offices and departments, and the operations of the Board. It is expected that interns will participate in building/faculty meetings, in appropriate (group, cluster, department) meetings at the school or district level, and in building-level committees and/or projects.

**Resident Level:** In addition to intern-level expectations, residents will extend their involvement in similar activities by participating in a group of their choice (school-sponsored clubs, committees, projects, class advisorships, Association building representative elections, SBPTs, etc.). Residents will continue to develop collegial relationships with other professionals aimed at supporting their own professional development and the district's mission of improved student attainment.

**Professional Level:** As with other areas, professional-level teachers will show growth beyond resident status by meeting the expectations above and by expanding involvement in selected activities. Professional teachers will act as facilitators and encourage colleagues to participate in activities beyond the classroom.

### **Home Involvement**

The District and Association goals are to increase home/parent involvement and communication in order to foster a better sense of each student's needs as a learner and to improve the learning process as a whole. All professional staff will be more accessible to students and parents. Engaging parents in the learning process and providing the appropriate avenues for parents to take an active role in school/learning

activities will enhance the teacher's ability to meet individual needs effectively.

**Intern Level:** In reshaping urban education, it is essential that new ways to involve parents and the community be explored. Interns in the CIT Program will make parental contacts that permit a greater knowledge of the child and living conditions. This understanding will foster a better sense of each student's needs as a learner. The parental contact will open avenues for home involvement that are missing in some urban schools.

**Resident Level:** Residents will continue parental contacts that permit a greater knowledge of the child and living conditions. It is expected that the resident will increase parental involvement in the learning process both at home and school by encouraging parents to take an active role in school/learning activities and by engaging parents in the learning process through guided participation. The awareness and experience gained in supported home involvement at the intern level will be evidenced through the increased depth and sophistication of the resident's interactions with parents and the child's environment.

**Professional Level:** At the professional level, home involvement will continue to grow in depth and sophistication. The professional will take on a facilitative role by providing input and assistance to interns and residents requesting guidance in home involvement. At this level, the degree of depth and sophistication will be such that parental contact is an integral part of teaching, fostering communication and involving parents in the process of educating their children. The nature and scope of home/parent involvement should be varied and reflect the knowledge and experience gained at the intern and resident levels.

## **Community Relationships**

Knowledge of and interaction with the Rochester community are essential to expanding the learning environment. This area of professional expectations affirms that connection to the community is essential to achieving the goal of improved student outcomes. There is a related expectation that the community will provide support and assistance to teachers, accepting a share of responsibility for student attainment.

**Intern Level:** Through formal professional development programs, local school/District arrangements and activities with other professional staff, each intern will develop an awareness of our community and actively incorporate this knowledge in the exercise of professional responsibilities. Agencies, cultural events, business/industry connections, historic sites, the cultural history of neighborhoods-knowledge of all these and more is part

of the community awareness expectation for teachers.

**Resident Level:** Each resident teacher will, with current understanding of the community, incorporate this knowledge in the exercise of professional responsibilities. This interaction expands the definition of “school” and respects the context of the learner. “Respecting the learner’s context” requires a growing awareness of community, from the neighborhood to the agencies which serve the student population. Residents will seek connections to the school community which are enabling to teachers and students.

**Professional Level:** Each professional teacher will become a contributing member to the community, in the broadest sense. This interaction further expands the definition of “school” and “teaching” and affirms the mission of the profession—that of service. At both the resident and professional levels, teachers will act as facilitators for students to participate actively in community service efforts and to connect community needs to the school. Overall, the school will be challenged to change, through efforts to teachers and students, from an isolated institution to one involved in and supportive of its community.

### **Promoting and Enhancing Status of the Profession**

Teachers will be expected to participate in activities which reflect a commitment to the profession itself and to promoting the profession in day-to-day contacts with students, colleagues, and the community. As differentiated from other areas, these expectations may be more attitudinal, as evidenced by pride in the teaching profession.

**Intern Level:** The intern will develop an awareness of teachers’ responsibilities to the teaching profession, as well as involvement in professional organizations, conferences, and higher education.

**Resident Level:** The resident will demonstrate active involvement in supporting and advocating the teaching profession. Options include nurturing students with potential interest in teaching as a profession, speaking to community groups about teaching and sponsoring a student teacher, if appropriate, within the guidelines of the certification area. It is expected that the resident teacher will attend conferences, become a member of appropriate professional organization(s), demonstrate some linkage with higher education, and contribute to the improvement of the overall climate of the school building through collegial sharing and dialogue.

**Professional Level:** It is expected that the professional will maintain the

responsibilities shown to the profession that were indicated at the resident level. In addition, a facilitative or leadership role is to be developed that may be demonstrated by conference presentations, published writing, or active involvement in a professional organization, political action, or higher education.

**APPENDIX D**  
**SOTA EXTRACURRICULAR PRODUCTION SALARY SCHEDULE**  
 (HS = Commencement; MS = Foundation)

<b>Musicals (Up to 2 Per Year)</b>	
Director	A
Vocal Musical Director	B
Choreographer	B
Set Designer	D
Instrumental Musical Dir.	E
Sound Designer	F
Props Designer/Supervisor	F
Lighting Designer	F
Accompanist	G
Set Constructor / Scenic Artist	H

<b>Dance Concert</b>	
Choreographer Directors (Up to 4)	B
Lighting Designer	D
Sound Designer	G
Master Electrician	H

<b>Playwright's Festival</b>	
Director	D
Production Designer	F

<b>Reader's Theater</b>	
Director	C
Production Designer	F

<b>Dramas (Up to 2 Per Year)</b>	
Director	C
Set Designer	G
Lighting Designer	H
Sound Designer	H
Props Designer	H

<b>MS Spring Production</b>	
Director	E
Musical Director	F
Choreographer	G
Set/Designer Constructor	H
Lighting Designer	H
Sound Designer	H
Props Designer	H

<b>Performance Choir</b>	
Vocal Director	G
Accompanist	I

<b>Art Show</b>	
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