

*The  
Contractual Agreement  
Between the  
The City School District  
of  
Rochester, New York  
and  
The Association of Supervisors and  
Administrators of Rochester*



*July 1, 2019- June 30, 2024*

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**ARTICLE 1**  
**RECOGNITION**

The Board agrees to recognize the Association (hereinafter "ASAR") as the exclusive bargaining representative for the negotiating unit described as follows.

The term "administrator", and "administrative personnel" for the purpose of this document shall include all certificated employees in the administrative and supervisory salary schedule, with the exception of the Superintendent and employees designated by the Board of Education as members of the Superintendent's Employee Group. It also includes Civil Service employees formerly represented by the Middle Level Managers and Supervisor's Association, as defined in Appendix C.

**ARTICLE 2**  
**NEGOTIATIONS PROCEDURES**

1. Meetings of the negotiating committees may be initiated at the written request of either party. All subject matter to be negotiated should be submitted by the first Friday in March when school is in session. The parties shall arrange for a mutually satisfactory time and place for an initial meeting within a reasonable time thereafter.
2. Agreements reached by the negotiating committees shall be submitted in writing to the Board of Education and the Association for ratification.

Upon ratification the agreement shall be signed by the Superintendent of Schools, and the President of ASAR.

3. If the Superintendent and the ASAR negotiating committee are unable to reach agreement, the parties shall each select a representative and the two representatives shall elect a third person mutually acceptable to them to act as chairman of an ad hoc committee. This committee shall take whatever steps it deems necessary in order to assist the parties to resolve their differences.
4. The costs of the services of the ad hoc committee, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be shared equally by the Superintendent and ASAR.
5. The District agrees to furnish to the negotiating committee in accordance with 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 committee in developing intelligent, accurate, and constructive programs.
6. If joint meetings of the negotiating committees are scheduled during the work day, members of the committees shall be released from their regular duties without loss of pay and with substitutes provided when requested.

7. In the event the District 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 Superintendent of Schools shall so notify the President of the Association. The Association shall, within ten (10) days, notify the Superintendent if the Association will exercise its right to negotiate these matters. The Superintendent and the Association shall also negotiate on any appropriation of unanticipated additional sources of public revenue, which are not specifically earmarked.

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

9. The contract may not be modified in whole or in part by the 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 committee shall be construed to constitute a continuing waiver of the right to enforce such provision.
10. This Contract shall supersede any rules, regulations, or practices of the Board of Education which shall be contrary or inconsistent therewith.

### **ARTICLE 3** **DUES DEDUCTION**

1. The District agrees to deduct from the salaries of the Unit members who are members of the ASAR the dues levied by the ASAR as said Unit member individually and voluntarily authorizes the District to deduct and to transmit the monies promptly to ASAR.
2. ASAR shall certify to the District the current rate of membership dues to the associations which are named in paragraph 1 above, and shall notify the District of any changes in the rates of membership.
3. Dues deductions authorized by individual Unit members shall be continuous unless revoked in writing. Any Unit member desiring to have the District discontinue deductions previously authorized must notify ASAR by September 15 of each year, in writing, and ASAR shall notify the District in writing of said revocation.
4. Deductions shall commence and be consistent with the procedures developed jointly by the City School District and ASAR.
5. It is specifically agreed that the City School District and the Board of Education assume no obligations, financial or otherwise, arising out of the provisions of this Section, and ASAR agrees that it will indemnify and hold the District and 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 ASAR of dues and any other fees under this Section.

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

6. Effective July 1, 1983, the Rochester City School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the ASAR the amount equivalent to the dues levied by the ASAR and transmit the same so deducted to the ASAR, in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York.

ASAR affirms that it has adopted such procedure for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the laws of 1977 of the State of New York. This provision for agency shop deduction shall continue in effect so long as the ASAR maintains such procedure.

The agency fee deduction shall be made following the same procedures as applicable as set forth earlier in this Section.

#### **ARTICLE 4** **ASSOCIATION RIGHTS**

1. The City School District's daily courier service shall be extended to ASAR's use.
2. Duly authorized representatives of ASAR, certificated 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 or designee. The principal or 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 or designee.
3. When it is necessary for representatives of ASAR to engage in Association activities directly relating to the Association duties which cannot be performed other than during school hours, upon the approval of the Superintendent or 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. ASAR recognizes and agrees that this privilege should not be abused.
4. The President of ASAR shall be released from duties on a full-time basis to conduct Association business. The president of ASAR will, after consulting with the superintendent, designate one additional ASAR member to be released full time to conduct association business. At the end of their assignments, the president of ASAR and the additional ASAR member who were on full time release are entitled to return to his/her prior position. He/she will accrue seniority in his/her tenure area during the time served on full time release.
5. ASAR shall have the right to use bulletin boards or other communication media, and to use building facilities for the purpose of meetings concerned with the exercise of the rights established in this Agreement.

6. The District recognizes that ASAR Unit members are organized in “councils” for the purpose of conducting ASAR business and for informational purposes.

- A. At the end of any monthly meeting of a council scheduled by the District, the ASAR Unit members who are members of that council will be permitted to meet in “executive session” for 30 minutes for the purpose of conducting ASAR business.
- B. The right to meet for ASAR business for 30 minutes will not begin past 3:30 p.m. In this case, the council meeting would be suspended for 30 minutes at 3:30 p.m. for ASAR business.
- C. The District recognizes the following groups as councils:
  - i. Secondary School Principals
  - ii. Elementary Principals
  - iii. Elementary School Administrators
  - iv. Secondary School Administrators
  - v. Special Education Coordinators
  - vi. Coordinators of Physical Education, Health and Athletics
  - vii. Central Office certificated unit members
  - viii. Civil Service unit members formerly represented by Middle Level Managers and Supervisors
- D. Once every month, certificated unit members housed at Central Office and Civil Service unit members are permitted to meet for 30 minutes during work hours to conduct ASAR business.

## ARTICLE 5

### **SALARY: CERTIFICATED STAFF**

1. Effective July 1, 2021, the following initial salary placement guidelines shall be established for certificated staff:

Bracket I	\$105,000-\$135,000
Bracket II	\$80,000- \$105,000
Bracket III	\$75,000- \$95,000
Bracket IV	\$70,000- \$85,000

Any active unit member who is below the initial salary placement guideline as of July 1, 2021, after the application of the salary increase for the 2021-2022 school year, shall have their salary raised to the initial salary for the Bracket.

Any active Bracket I employee as of July 1, 2021 and whose salary as of July 1, 2021 after the application of the salary increase for the 2021-2022 school year, was below \$105,000 shall receive a salary increase to \$105,000.

Any active Bracket I employee as of July 1, 2021 and whose salary as of July 1, 2021 was between \$105,000 and \$110,000, after the application of the salary increase for the 2021-2022 school year, shall receive a 3.0% increase to the base salary effective July 1 2021, in addition to any other salary increases in the CBA, however, no one who received an adjustment to \$105,000 in the clause above, shall be eligible for this further adjustment in this clause, nor shall anyone be eligible who was appointed to a Bracket 1 position between July 1, 2020 and July 1, 2021 with a salary of \$105,000 or higher.

2. Effective July 1, 2021, the administrative title of record for each bracket will be as follows:

Bracket I	School Principal and Executive Director
Bracket II	Director, Academy Director, Program Administrator, Coordinator of Health, Physical Education & Athletics, and other Individual titles established by the District with specific job descriptions
Bracket III	Assistant School Principal, Associate Director and other administrative titles as determined by the Joint Committee in Article 5.3 (below)
Bracket IV	All other Administrator titles
Bracket V	Designated non-tenure bearing grant-funded positions

Unit members in Brackets I and II earn tenure and seniority within job title. Unit members in Brackets III and IV earn tenure and seniority within the bracket.

3. A joint committee of the District and Association with equal membership will determine the placement of each title in accordance with the definitions contained within the contract and will determine the application of the terms and conditions of this contract when a bracket reclassification is made.
  - A. Effective July 1, 2019, the base salary of all unit members shall be increased by 2.5%. This retroactive payment will be applicable for unit members employed during the 2019-2020 school year who remain active at the signing of this contract or who retired on or before the date of ratification of this agreement. This retroactive payment calculation will only be based upon a unit member's base salary and not any additional pay that may have been earned, such as summer school, additional hours worked, stipends, etc.



- B. Effective July 1, 2020, the base salary of all unit members shall be increased by 2.5%. This retroactive payment will be applicable for unit members employed during the 2020-2021 school year who remain active at the signing of this contract or who retired on or before the date of ratification of this agreement. This retroactive payment calculation will only be based upon a unit member's base salary and not any additional pay that may have been earned, such as summer school, additional hours worked, stipends, etc.
  - C. Effective July 1, 2021, the base salary of all unit members shall be increased by 2.5%. This retroactive payment will be applicable for unit members employed during the 2021-2022 school year who remain active at the signing of this contract or who retired on or before the date of ratification of this agreement. This retroactive payment calculation will only be based upon a unit member's base salary and not any additional pay that may have been earned, such as summer school, additional hours worked, stipends, etc.
  - D. Effective July 1, 2022, the base salary of all unit members shall be increased by 3.0%.
  - E. Effective July 1, 2023, the base salary of all unit members shall be increased by 3.0%.
4. Effective July 1, 2022 the work year for Unit members in Brackets III, IV, and V shall be considered 12-month titles for purposes of pay, and will be required to work all days in which school is in session, and the following additional days:
- The last 10 work days of August
  - All days leading to the start of school in September, excluding Labor Day
  - Spring and February Recess
  - All work days in June through June 30

Exceptions to this vacation schedule may be permitted with supervisor approval in alignment with staffing and operational needs. Bracket III, IV, and V unit members who separate from service with the District on or after January 1, shall be held harmless for any days not worked during that school year and will not be subject to any proration of the aforementioned vacation days. Bracket III, IV, and V unit members shall not be entitled to additional compensation for unused days nor shall they be permitted to rollover any unused days into the following school year.

Bracket III, IV, and V unit members will accrue leave days as provided in Article 11.

In addition, Bracket III, IV, and V unit members shall have an additional five (5) personal days to use throughout the year. The above personal days must be taken with supervisor approval. Unused days shall convert to illness leave, subject to the illness leave accrual rules in Article 11.

- A. The current annual salary of Bracket III, IV and V Unit members will not be adjusted and they will be eligible for any negotiated annual salary increases.
- B. Effective July 1, 2021, the per diem rate for Bracket III, IV and V Unit members shall be 1/260<sup>th</sup> of their annual salaries.
- C. Bracket III, IV and non-tenure bearing grant-funded Unit members will be eligible to work Summer School. The District has discretion to select Unit members for Summer School. Unit members who are selected to work Summer School will continue to be required to report on days assigned by their immediate supervisors other than the Summer School days.
- D. Summer School
- i. Effective July 1, 2022, Bracket III, IV, and V Unit members who serve as Summer School Principals shall be paid an additional hourly rate of \$50.25 for each hour students are scheduled for instruction while summer school is in session and up to two (2) preparation days, same hours, with summer school staff. This rate shall include any time spent planning or preparing for summer school before or after summer school is in session. Summer School Principals will receive one additional hour of pay for each day summer school is in session to account for opening and closing.
  - ii. Effective July 1, 2022, Unit members who serve as Summer School Assistant Principals shall be paid an additional daily rate of \$36.00 for each hour students are scheduled for instruction while summer school is in session and up to two (2) preparation days, same hours, with summer school staff. This rate shall include any time spent planning or preparing for summer school before or after summer school is in session. Summer School Assistant Principals will receive one additional hour of pay for each day summer school is in session to account for opening and closing.
  - iii. Unit members serving in summer school will not receive any temporary bracket increase provided for in Article 5, Section 8.
- E. Bracket I and II Unit members shall not be required to work Summer School.
- F. Any Bracket III, IV and V Unit members with unused vacation days or vacation days in reserve from previous years may cash-in all or part of those vacation days at any time during their employment with the District at the per diem rate of 1/260<sup>th</sup> at the time the days are cashed in. They must be cashed in when the Unit member severs employment with the District including but not limited to retirement, layoff, termination, or resignation. These days may also be converted into 403(B) contributions, and the Unit member's discretion.

5. Persons appointed to an administrative position must be placed within the appropriate salary range as defined in Article 5. The District may place the appointment anywhere within the salary range. Members who are promoted will receive a minimum salary increase of 5% for each bracket they move up in the schedule. A non-unit member who promotes into ASAR shall receive a minimum 5% salary increase even if their salary exceeds the top end of the bracket.
6. Summer Work Schedule for Principals
  - A. Principals will be notified by April 1 of required work days for the following July and August.
  - B. The workdays in July and August are to be used to carry out the duties and responsibilities of the primary job title and assignment of the Principal.
  - C. The Principal shall not be assigned to other roles or tasks during the work days in July and August without his or her consent.
  - D. The District may call Principals to District-wide in services, workshops, and meetings up to five (5) workdays in July and August. No more than two (2) work days will be scheduled in the 2 weeks immediately before school opens.
7. Effective July 1, 2021, any newly appointed or existing School Coordinators of Health, Physical Education, and Athletics (Department Heads) shall be placed at Bracket II. Those currently serving in the role will receive a 10% increase by moving to Bracket II. Such individuals shall be held harmless for any deficiencies in number of days worked during the 2021-2022 school year.
8. Temporary Assignment in Higher Bracket Position. When a Unit member is assigned by the Superintendent of Schools to the responsibilities of a higher bracket administrative position for 15 or more school days within the same school year, he shall receive the same pay for all days served as if regularly appointed in that position.
9. Adjust in Salaries. A salary is subject to audit and immediate correction at any time for error and/or adjustment of incorrect payment.
10. Salary Payments. Unit members shall be paid by direct deposit over twenty-six (26) two-week pay periods. Salary adjustments consistent with this Contract shall begin on the first day of the first full pay period of the District's fiscal year.
11. Additional Time Worked
  - A. Building-based unit members shall for compensation purposes work a normal workday that extends ninety (90) minutes beyond the daily dismissal of students and also extends to and includes supervision of building events and activities such as plays, social/athletic events, open houses and curriculum nights. They are not eligible for additional compensation during the normal workday as described in this paragraph.

- B. Building-based unit members shall be paid at the daily rate of their base salary for comparable work of a professional nature beyond the normal work day and on days they are not normally scheduled to work (1/260 for Bracket I and II certificated unit members, 1/260<sup>th</sup> for Bracket III, IV, and non-tenure bearing grant-funded certificated Unit members). They will be paid at the rate of \$33 per hour for all other work of a professional nature that is assigned beyond the normal work day and on days they are not normally scheduled to work. All unit members who are required to attend professional development beyond their normal workday and on days they are not normally scheduled to work will be paid \$40 per hour.
- C. Unit members assigned to Central Office shall work a minimum of 8 hours per day, excluding lunch. Deviation from the length and time may be made when the work of the department so requires it. They are not eligible for additional compensation during the normal workday as described in this paragraph. They shall be paid at the rate of 1/260 of base salary for comparable work of a professional nature on days they are not normally scheduled to work. Twelve month unit members who are required to attend professional development on days they are not normally scheduled to work will be paid \$40 per hour, and for CSE Chairs, this will also apply to hours beyond their normal workday.

12. Attendance Award

- A. To be eligible, a staff member must have worked 15 consecutive years as a District employee beginning at the effective date of employment contained in the Board Resolution approving the appointment. If no effective date is contained in the Board Resolution, the date of the Board Resolution shall be used.

1. If the Unit member has used no more than 20 total sick days in the 5 out of 7 years immediately preceding retirement, he or she is eligible for the award. For purposes of this section, "retirement" shall mean eligibility to collect a pension under the Unit member's applicable pension system upon reaching age 55 or through a disability retirement. Collecting a pension immediately upon retirement is not a prerequisite to receiving retiree health insurance under this section.

2. The award of \$10,000 shall be payable in cash, deferral into a tax sheltered plan or into an account to be administered by the District for the member's use in retirement to enhance standard health and dental benefits, or any combination thereof, until the credit is exhausted.

3. If the Unit member becomes deceased, a surviving spouse will have access to the remaining credit for health and dental benefits until the credit is exhausted.

4. An appeals committee, with three member appointed by the Superintendent and two members appointed by the ASAR President shall review and act upon any appeal from a Unit member that the 15 year requirement in this Article has been met.

13. Principal's Stipends. Effective July 1, 2001, Principals shall be paid an annual stipend based on the student enrollment of their school. The October BEDS Report shall be used to determine student enrollment for this purpose. The stipends shall be as follows:

<b>Student Enrollment</b>	<b>Stipend</b>
600-999	\$1,000
1000-1399	\$2,000
1400-1599	\$3,000
1600 +	\$4,500

The stipend shall be paid beginning with the first paycheck in November. This benefit shall remain in effect for those who were principals on or before December 31, 2009 and shall not apply to those becoming principals on or after January 1, 2010.

14. Rochester Innovation Schools Empowered (“RISE” Schools).
- A. Principals shall be required to use at least five (5) total days of vacation during the month of July and at least six (6) total days of vacation during December, February, and/or April breaks. All vacation requests must be approved by an immediate supervisor and such approval shall not be unreasonably withheld.
  - B. Principals may be required to participate in up to twenty (20) days of professional development during July and August. A schedule shall be given to Principals no later than at least 60 days in advance of the session.
  - C. RISE Principals are expected to attend and participate in RISE committees, extracurricular activities, parent conferences, and other professional activities that support the RISE School and its students.
  - D. Principals assigned to a RISE school shall receive additional salary equal to 5% of their base salary, but which shall not become part of the Principals’ base pay. The additional salary for any Principal who works for less than a full year shall be prorated based upon the amount of time actually worked at the RISE school. Principals shall receive no other compensation or additional paid time off for work performed, and shall not be eligible for the stipend identified in Article 6.14 of the CBA.
  - E. This agreement is in effect for the duration of each school’s status as being a RISE School. Each year the District shall provide to ASAR a list of RISE Schools.

**ARTICLE 6**  
**SALARY: CIVIL SERVICE STAFF**

1. Base Salary
- A. Effective July 1, 2019, the base salary of all unit members shall be increased by 2.5%. This retroactive payment will be applicable for unit members employed during the 2019-2020 school year who remain active at the signing of this contract or who retired on or before the date of ratification of this agreement. This retroactive payment calculation will only be based upon a unit member’s base salary and not any additional pay that may have been earned, such as summer school, additional hours worked, stipends, etc.

- B. Effective July 1, 2020, the base salary of all unit members shall be increased by 2.5%. This retroactive payment will be applicable for unit members employed during the 2020-2021 school year who remain active at the signing of this contract or who retired on or before the date of ratification of this agreement. This retroactive payment calculation will only be based upon a unit member's base salary and not any additional pay that may have been earned, such as summer school, additional hours worked, stipends, etc.
  - C. Effective July 1, 2021, the base salary of all unit members shall be increased by 2.5%. This retroactive payment will be applicable for unit members employed during the 2021-2022 school year who remain active at the signing of this contract or who retired on or before the date of ratification of this agreement. This retroactive payment calculation will only be based upon a unit member's base salary and not any additional pay that may have been earned, such as summer school, additional hours worked, stipends, etc.
  - D. Effective July 1, 2022, the base salary of all unit members shall be increased by 3.0%.
  - E. Effective July 1, 2023, the base salary of all unit members shall be increased by 3.0%.
2. Effective July 1, 2004 all unit members will work on a 12 month basis, 8 hours per day, exclusive of lunch. Deviation from the length and time may be made when the work of the department so requires it.
  3. Unit members shall be paid by direct deposit over 26 bi-weekly pay periods. Salary adjustments consistent with this contract shall begin the first day of the fiscal year.
  4. Longevity Increments: All full time employees with a regular assignment (i.e. not substitute or temporary employees) shall be eligible for longevity payments as follows:
    - 5. After completing 10 years of service, the member will receive a lump sum payment of \$2,000.  
After completing 15 years of service, the member will receive a lump sum payment of \$2,500.  
After completing 20 years of service, the member will receive a lump sum payment of \$3,000.  
After completing 25 years of service and at 5 year intervals thereafter, the member will receive a lump sum payment of \$3,500.If the employee is less than full-time, such increment shall be pro-rated.
  6. Out-of-Title Work: Out-of-Title Work is defined as work that may periodically develop in any job title because of illness, vacation, or leave of absence and for which a determination is made by the City School District that the vacancy created by the temporary absence must be filled. In such instances an employee covered by this Article may be assigned to fill such a position on a temporary basis

provided the employee can meet the qualifications for said position. Employees who are assigned or reassigned to work out-of-title shall receive for the duration for such out-of-title work the rate of pay they would receive if regularly appointed to that title, provided, however that out-of-title pay shall only be extended where such work is for a period of time of more than fifteen (15) working days.

7. Out-of-Title pay shall be extended where such work is for a period of time more than eight (8) consecutive days. Out-of-Title assignments shall not be made so as to avoid compensation for out-of-title assignments.
8. A joint committee of the District and Association with equal membership will determine the placement of each title in accordance with the definitions contained within the contract and will determine the application of the terms and conditions of this contract when a bracket reclassification is made.
9. A ten (10%) percent premium shall be paid to the Supervisor of Plant Security for regularly assigned work beyond the end of the normal work day (i.e., 5:00 p.m.). Such premium shall be prorated to reflect only that period worked beyond the end of the normal work day.

## **ARTICLE 7**

### **GENERAL ADMINISTRATIVE AND SUPERVISORY POSITIONS**

1. General Provisions.
  - A. Before any new position has been established, the bracket placement of said position shall be negotiated with the ASAR negotiating committee.
2. Temporary Assignment
  - A. The Superintendent may designate a Unit member to serve temporarily in a Unit position. Such a designation shall not exceed a period of twelve (12) months from its effective date. At the conclusion of service in the designation, the Unit member shall have the absolute right to the position and location in which he or she was serving at the time the designation was made. Such a designation shall not be considered a transfer.
  - B. The Superintendent's designation may be involuntary, provided the Superintendent shall not make an involuntary designation without first having consulted with ASAR and the Unit member to be so designated about the member's interests, credentials, and expertise.
  - C. A Unit member designated to serve in a temporary assignment shall suffer no decrease in salary, shall continue to accrue credit toward seniority and tenure in the position to which the member is currently assigned, and if the designated position is in a salary bracket higher than that to which the member is currently assigned, the member shall receive out-of-title pay as determined by the Superintendent.

- D. If, during or within six months after the temporary assignment, the Unit member is appointed on a probationary or permanent basis to the position covered by the temporary assignment, the period of time served in the temporary assignment shall be credited towards seniority and tenure in the position.
- E. This provision applies only to Unit members and positions represented by ASAR.
- F. Qualified and certificated non-bargaining-unit members, as well as Unit members, may be appointed by the Superintendent to positions represented by ASAR on an acting basis for up to one year.

## **ARTICLE 8**

### **INSURANCES**

1. Health Insurance. The District shall create a plan titled: Blue EPO – ASAR Enhanced Plan, to which all ASAR members currently enrolled in the Blue EPO Enhanced Plan shall convert on January 1, 2022. The ASAR Enhanced Plan shall be the same as the Blue EPO Enhanced Plan with the exception of the elimination of the Healthy Rewards Program.

- A. All regularly Board-appointed 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 presently in effect.
  - 1. A new Unit member must submit to the Benefits Office within thirty (30) days of the first day of employment a Declaration of Intent to Enroll.
  - 2. After thirty (30) days of employment, an Unit member may apply for coverage by submitting to the Benefits Office a Declaration of Intent to Enroll, and by conforming to the rules for admittance to the plan desired.
  - 3. Effective July 1, 1992, all new hires to the City School District shall contribute fifteen percent (15%) of health insurance premium costs for health and hospitalization, major medical and dental benefits.
  - 4. Effective January 1, 1997, the District will provide and administer a pre-tax premium plan for all Unit members contributing towards the Health Insurance premium.
  - 5. Effective July 1, 1992, each married employee whose spouse is also employed by the District shall be entitled to benefits under only one family contract.
- B. Our insurance carriers require that:
  - 1. Addition of spouse must be made within thirty (30) days of the date of marriage through the Benefits Office.
  - 2. Change in marital status or death of a spouse must be reported to the Benefits Office so that the insurance carriers may be notified and the necessary adjustment in plan may be made.



- C. Full premium amounts will be paid by the City School District to the insurance carrier or carriers involved.
- D. The Unit member is entitled to health insurance coverage through the last month of active employment.
- E. When accumulated illness allowance of an insured Unit member is exhausted, premiums will be paid by the City School District for such time, not to exceed ten (10) weeks, as may be necessary for the insured Unit member to arrange coverage.
- F.
  1. The active employee who becomes eligible for Medicare, or whose spouse or domestic partner becomes Medicare-eligible, either due to reaching age 65 or due to disability, must notify the Benefits Office sixty (60 days) in advance so that the health insurance may be coordinated under the provision of Federal Law.
  2. The retired employee who becomes eligible for Medicare, or whose spouse or domestic partner becomes Medicare-eligible, either due to reaching age 65 or due to disability, must enroll in Medicare and then notify the Benefits Office(60) days in advance so that the health insurance may be converted under the provision of Federal Law.
- G. Provided the Unit member has been employed with the City School District for at least ten (10) continuous years prior to the date of retirement, the Unit member shall be allowed, upon retirement, to transfer to the retired employees' group by requesting the transfer through the Human Capital Initiatives Department. If the unit member contributes a portion of the cost while employed, the contribution level will continue into retirement. For purposes of this section, "retirement" shall mean eligibility to collect a pension under the Unit member's applicable pension system upon reaching age 55 or through a disability retirement. Collecting a pension immediately upon retirement is not a prerequisite to receiving retiree health insurance under this section.
  1. For January 1, 2010 through December 31, 2012 the district shall pay the full cost of the traditional indemnity plan for post 65 retirees. If the post 65 retiree selects an alternative plan, the District shall contribute the cost of the tradition indemnity plan towards the alternative plan.
  2. For January 1, 2010 through December 31, 2012, pre 65 retirees will be offered the same health plan as active employees.
- I. Full health insurance premiums will be paid by the City School District for the months of July and August. However, if a Unit member resigns between the closing day of school in June and the opening day of school in September, the full premiums for July and August must be refunded to the City School District.
- J. The Unit member assumes full premium costs while on leave without pay.
- K. The parties that agree that ASAR will be a full participant in any health, dental or benefit committee established by the district.

2. DENTAL INSURANCE

- A. All regularly appointed Unit members assigned full-time will be eligible to enroll within 30 days in the District's Dental Insurance Program .
- B. If an employee's spouse or domestic partner is also a District employee, one employee may enroll in a dental plan which covers dependents.
- C. Effective July 1, 1992, all new hires to the City School District shall contribute fifteen percent (15%) of health insurance premium costs for health and hospitalization, major medical and dental benefits.
- D. Effective January 1, 1997, the District will provide and administer a pre-tax premium plan for all Unit members contributing towards the Dental Insurance premium.

3. ALTERNATIVE HEALTH CARE PLANS

HEALTH MAINTENANCE ORGANIZATIONS

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

Effective January 1, 1997, the employer agrees that each employee covered by this Agreement shall have the privilege of subscribing to an HMO (consistent with "Blue Choice Select" and "Preferred Care Community" - with Chiropractic, vision and eye care riders) 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 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 selected HMO coverage<sup>1</sup>. However, the employer's contribution toward such HMO coverage shall not be greater than the amount which the employer would have paid or contributed had the employee not elected such HMO coverage in order to pay for the group health insurance plan for hospital, medical, surgical and related services provided by this Agreement. If the premium or subscription charges required for the employee's participation in the HMO plan 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.

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

- 4. Any increase in health and dental insurance benefits to other professional employees of the District shall accrue to members of ASAR. A joint committee of all parties will be established with a goal to identify all possible health/dental benefits economies and cost savings practices, effective as soon as is practicable.
- 5. Cafeteria Plan

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<sup>1</sup> Subject to employee contributions as per Article 8, Section 1.A.3. above.

- A. The District and ASAR shall design and implement a 125 Benefits Plan (Cafeteria Plan) to become effective July 1, 2001, that will provide members with a variety of benefit choices regarding benefits.
- B. The dollar amount available to a Unit member to spend will be dependent upon the Unit members hire date with the District and the Unit member's marital/family status consistent with current policies.
- C. The dollar amount available to a Unit member to spend will be adjusted annually to cover the increase in the cost of maintaining the same level of benefits.
- D. The District and ASAR shall appoint a design and implementation team that shall be convened by the respective chief negotiators no later than 30 days after the signing of this Agreement. There shall be co-chairs representing the District and ASAR, and each party shall appoint no more than three members to the team not including the co-chairs.

The team shall make decisions by majority vote of all the members of the team. Co-chairs are voting members. In the event that a majority cannot be reached on a particular issue, the chief negotiators shall meet to decide the issue.

The team shall report to the District's Chief Financial Officer and the ASAR President every 60 calendar days after its first meeting. By the first Monday after February 1, 2001, the team shall report to the Chief Financial Officer and ASAR President an implementation plan for July 1, 2001.

Anytime thereafter, the Superintendent and the ASAR President shall approve the final plan.

- E. The plan shall contain opportunities for both the District and the Unit members to realize savings as a result of Unit members voluntarily choosing options that result in lower expenditures for health and dental benefits.
- F. The District may at any time become self-insured for health and dental benefits provided that benefits to Unit members under the plan are not reduced or eliminated.
- G. The cost to the District of the benefits under the plan shall not exceed the District's cost of implementing the current benefits package for ASAR members projected at the time that the new plan is implemented, taking into account annual cost increases in providing the same level of benefits.
- H. The administrative costs of implementing the plan in 2001-2002 shall be borne equally by the parties.

## **ARTICLE 9**

### **TAX SHELTERED ANNUITIES**

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

**ARTICLE 10**  
**PAID HOLIDAYS**

The following are recognized paid holidays for 12 month certificated members and all civil service members:

Independence Day	Day before or after Christmas
Labor Day	Christmas Day
Indigenous Peoples' Day/ Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Good Friday
	Memorial Day
	Juneteenth

Pay shall be granted for the above days provided they fall within a period of time when an employee is normally scheduled to work or be paid. Pay for those days will only be granted if the employee works the last scheduled work day before and the first scheduled work day after the holiday or is on approved absence.

An unauthorized absence on the last scheduled work day prior to or the first scheduled work day following any paid holiday will result in loss of pay for the holiday. It is understood that authorized absences shall only include the following:

- A. Personal illness (where the employee has submitted a Certificate of Personal illness signed by a licensed physician or Christian Science Practitioner)
- B. Paid vacation
- C. Paid leaves of absence as enumerated in the Agreement
- D. Approved absence whether paid or unpaid as determined by the department head.

**ARTICLE 11**  
**GENERAL ABSENCE PROVISIONS – CERTIFICATED STAFF**

1. Rate of Salary Deduction
  - A. No Deduction - Self Explanatory.
  - B. Regular Deduction - Regular deduction for Unit members shall be at the daily rate: 1/260th of annual salary for Brackets I and II, and 1/220<sup>th</sup> of annual salary for Brackets III, IV, and V.
  - C. Full Deduction - Full deduction for Unit member shall be at the daily rate: 1/260th of annual salary for Brackets I and II, and 1/220<sup>th</sup> of annual salary for Brackets III, IV, and V.
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 Unit members assigned on a school year or 12 month basis and to regular substitute Unit members 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 the number of illness available for use as defined in paragraph D3 for unit members hired prior to Sept. 1984 or paragraph E1 for unit members hired on or after Sept. 7, 1984.

5. Regulations Governing Class A Absences at No Deduction

A. All certified members of the bargaining unit will receive an annual accrual of illness days equivalent to the number of months worked during the school year.

B. Annual accruals will be awarded on July 1<sup>st</sup>.

C. In the event that a unit member is hired or transfers in to the unit after July 1<sup>st</sup>, or terminates, retires, transfers or goes on leave prior to June 30<sup>th</sup> of the following year, the Annual Accrual shall be prorated as follows: The unit member will be awarded 1 illness day for each full month worked. For each partial month worked the percentage of the month work will be calculated and rounded to the nearest half month. Additional time will be awarded as follows:

<u>Percentage of month worked</u>	<u>Additional Accrual</u>
Less than 25%	0
Between 25% and 74.99%	½ day
75% or more	1 day

D. For unit members hired prior to Sept. 7, 1984:

1. Illness accrual days will be accumulated from year to year by adding each new annual accrual to the prior years' accumulated accruals.
2. Accumulated illness accruals may not exceed a total of 220 days.
3. In any one (1) year, the number of illness days available for use shall be the total accumulated illness accruals minus the sum of all illness days used in the previous three years.
4. Should a unit member use all available days (as defined above) in any one (1) year, the accumulated accruals shall be reset to 0 for the following year, and

the unit member will restart the accumulation process with the appropriate annual accrual award.

E. For unit members hired on or after September 7, 1984:

1. Illness accrual days will be added to the prior year's unused illness balance. The amount represents the available days for the year.
2. The sum of the available illness days may not exceed 220 days.
3. Probationary Unit members resigning before the close of the school year who have used illness days beyond the appropriate prorated number of illness days (see paragraph 2C) will have their last paycheck adjusted for the overpaid days.

6. Procedures: Personal Illness

A. Request for Sick Pay (RSP) shall be filed for all absences due to illness.

1. State the nature and extent of the illness.
2. Submit to immediate supervisor for signature and forward to the Human Capital Initiatives Department.

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. Consistent with the procedures of this subsection, unit members may use illness time for family illness absence for care of a spouse, parent or child. The number of illness days used for this purpose may not exceed the current annual accrual in any one year.

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 a CPI (with doctor's certification) is not filed following an illness of more than three (3) consecutive days and/or in conjunction with other leaves.
- 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 individual where damages are successfully collected.
- D. For newly assigned or probationary Unit members who have not had their pre-employment physical examination and whose report of that examination is not on file in the Department of Human Capital Initiatives.

8. Workers Compensation

The following rules relate to Workers Compensation covering injuries sustained during the course of employment with the City School District. These rules apply to full and part-time Unit members.

- 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. The City School District will pay all medical bills arising from compensation injuries. All compensation matters are handled by the Human Capital Initiatives Department.
- E. All reports of injuries must be forwarded to the Human Capital Initiatives Department 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 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 of Schools.

For the purposes of determining eligibility for the following provisions, "immediate family" is defined as spouse or domestic partner, 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.

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

3. Absence not to exceed two (2) days if necessitated by educational examinations conducted by the State of New York, the Board of Education, or by an institution of collegiate grade, or for the attendance thereafter as a recipient of a degree.
4. 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. Unit members in reserve military units will be fully paid for the two (2) weeks of active duty. A copy of the military order must accompany the Request for Absence form.
5. Absence of one (1) day, including travel time, for the recipient of an earned degree by an Unit member, spouse or domestic partner, or child of an Unit member.
6. Absence for two (2) days to the father for the birth, or either parent for the legal adoption of infant children.

**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 period 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 Unit member attends a court under subpoena. In such cases, an Unit member is required to submit photostatic 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 by a Class A Absence.
3. Absence because of jury duty (excluding time off for taking an examination to become a juror) for the actual days reporting and paid for rendering such duty as indicated by the Commissioner of Juror's 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 City School District. Said refund need not include authorized transportation and/or parking fees for which funds are or are not provided.
4. Absence for the 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 affiliated state and national organizations.
- 5. Absences resulting from visiting days as approved by the Superintendent of Schools.
- 6. Absences for conventions or conferences which contribute to the effectiveness of the instructional program as authorized by the Superintendent of Schools.
- 7. Absences resulting from travel for professional business in the interest of a professional organization of teachers or Unit members within and considered a part of the City School District of Rochester, if the absence is authorized in advance by the Superintendent of Schools.
- 8. Three (3) 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 (Personal leave days increased to three (3) days effective July 1, 1989).

Up to a total of five (5) days (three personal days and two 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.

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 paid holidays.
- b) the day before or after scheduled recesses.
- c) the day before or after teacher conference days.

In the event that any Unit member's days of personal leave are not used, such days shall be in addition to sick leave awarded in Article 11 and shall be excluded from any illness cap applied to accumulated illness days.

It is understood that any Unit member who by willful misrepresentation violates the personal leave policy shall forfeit all accumulations and any other further rights to compensated absences under Article 11 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 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 five (5) days (3 personal days and 2 illness 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, photostatic 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 except when the Unit member returns to work the first day school is in session after the holiday and a C.P.I. covering the period prior to the holiday is filed. The Unit member 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/or Central Office Department Head and the final approval of the Superintendent.

13. Return to Service

A. Following a Disability Retirement.

An Unit member may not be reinstated following a disability retirement except upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, and in addition, satisfactorily passing a physical examination by a physician representing the Board of Education.

B. Following a Long Illness

An Unit member who has been absent because of illness, and whose illness certificate has not been approved for return by the physician representing the Board of Education may resume employment only after examination and certification by a physician representing the Board of Education and the approval of the Superintendent of Schools.

14. Catastrophic Illness Leave

- A. Upon complete exhaustion of the paid illness allowance, personal leave, and vacation provisions of this Agreement, a unit member with a minimum of one (1) year of

continuous employment may request from the Superintendent of Schools a catastrophic illness leave. The Superintendent shall convene a joint committee with ASAR representation, chaired by the Chief of Human Capital Initiatives, 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 at the time of their application for an additional ninety-five (95) paid illness days and their resigning from employment with the City School District at the end of such leave. No seniority shall accrue during catastrophic illness leave.

#### 15. Emergency Closings

Unit members may be required to report to their normal worksite at the discretion of the Superintendent when schools are closed due to weather conditions. The Unit member shall not be required to report sooner than 90 minutes after a public media announcement of such reporting requirement. Unit members will not receive any additional compensation or leave days when they report. If the Unit member does not report to work, the Unit member shall take a vacation day, unless ill. In the case of illness, an illness day may be taken if supported by a Certificate of Personal Illness. Unit members who reside in a county where a state of emergency has been declared shall not be required to report to work and shall not be required to take a leave day.

- A. If the Superintendent determines to close one or more, but not all, schools because of an emergency, the foregoing terms and conditions shall govern only the members of the Unit assigned to the schools affected by the determination.
- B. If the Superintendent determines to close one, some, or all schools because of an emergency, he or she shall have the absolute right, after consultation with the President of ASAR, to direct the day(s) on which missed classes shall be made up, provided that such directive shall be consistent with the Education Law and the Regulations of the Commissioner of Education.
- C. If a school day must be made up, and if a Unit member was required to and worked on the day the school and/or office was closed, and if the make-up day extends the Unit member's work year beyond 220 paid work days, the Unit member shall be paid his or her daily rate for the make-up day.
- D. If a countywide "State of Emergency" is declared which prohibits travel and a Unit member has already reported to work, the Unit member will be immediately released provided that no students are under the Unit member's care. If a countywide "State of Emergency" is declared in Monroe County, which prohibits travel before a Unit member reports to work, the Unit member will not be required to report to work.

#### 16. Vacation

- A. All eligible certificated bargaining unit members who were members of the unit as of June 30, 2010 will receive 30 vacation days effective July 1, 2010. All eligible Unit members hired into the unit on or after July 1, 2010 will receive 25 vacation days for the first five consecutive years of employment. On July 1, following the five year anniversary date the annual vacation accrual award will be increased to 30 days.
- B. For eligible Unit members hired or transferred in after July 1 or who terminate, retire, go on unpaid leave or transfer to a non vacation eligible position, the annual vacation accrual will be prorated as follows:
1. For an annual accrual of 25 days, two days will be awarded for each full month worked.
  2. For an annual accrual of 30 days, 2.5 days will be awarded for each full month worked.
  3. For each partial month worked, the percentage for the month worked shall be calculated as follows:
    - If less than 50% one day will be awarded
    - If 50% or greater, the full monthly accrual will be awarded.
1. If a member terminates or transfers, and, after applying the above proration calculation:
    - Has used vacation days beyond the allowable amount, the value of the vacation days exceeding the prorated amount shall be deducted from the next paycheck.
    - Has vacation days remaining, he/she will be paid for the unused vacation days.
- C. A **Bracket I and II** member of the unit who is a member before July 1, 2016 may carry over unused vacation days to a maximum of forty (40). Unused vacation days beyond this maximum are lost on June 30th. Members who join the unit on or after July 1, 2016 may carry over no more than five (5) unused vacation days per year to a maximum of forty (40). For eligible Unit members hired or transferred in after July 1 or who terminate, retire, go on unpaid leave or transfer to a non vacation eligible position, the annual vacation accrual will be prorated as follows:
1. For an annual accrual of 25 days, two days will be awarded for each full month worked.
  2. For an annual accrual of 30 days, 2.5 days will be awarded for each full month worked.
  3. For each partial month worked, the percentage for the month worked shall be calculated as follows:

- a. If less than 50% one day will be awarded.
  - b. If 50% or greater, the above full monthly accrual will be awarded.
- 4. If a member terminated or transfers, and after applying the above proration calculation the member:
  - a. Has used vacation days beyond the allowable amount, the value of the vacation days exceeding the prorated amount shall be deducted from the next paycheck.
  - b. Has vacation days remaining, he/she will be paid for these days.
- D. Request for vacation days must be submitted twenty (20) days in advance and must be approved by the unit member's immediate supervisor which shall not be unreasonably denied. If not approved, the unit member may appeal the supervisor's decision to the superintendent whose decision is final and is not subject to the grievance procedure. If vacation requests are not approved, the supervisor must approve the required number of days at the end of the work year so as to avoid the unit member's loss of vacation days. Building-based Unit members may use vacation days with prior supervisory approval except during the last two weeks in June, the last two weeks in August and the first two weeks in September unless extraordinary circumstances are shown.
- E. In the year in which a unit member severs employment with the District or takes a position that is less than 12 months, the member shall be paid for unused vacation days on a prorated basis, except as for Bracket III, IV, and V unit members when they changed to less than 12-month employees effective July 1, 2016.
- F. Effective July 1, 2016, eligible Bracket I and II Unit members may cash-in no more than ten (10) vacation days annually at the rate of 1/260th of the base salary for the pay period the cash in is made.
- G. Unit members shall cash-in accumulated unused vacation days upon separation from the District at the rate of 1/260 of their base salary for the pay period in which the cash in is made.

**ARTICLE 12**  
**GENERAL ABSENCE PROVISIONS – CIVIL SERVICE STAFF**

1. Illness Allowance

- A. All full-time employees covered by this Agreement shall receive and accrue illness allowance at the rate of one (1) day per month. For the purpose of computing accruals, employees who work less than twelve (12) month assignments will accrue illness days

only during the months of their employment. Proration will be made in accordance with Article 11, Section 5 (C) above.

- B. An employee may use up to ten (10) days per year for family illness absence for care of a spouse, parent or child.
- C. Accumulated illness allowance, including reserve illness allowance previously granted, may be used in any amount consistent with the procedures outlined in Section 2 below.
- D. If the Unit member has used no more than 20 total sick days in the 5 out of 7 years immediately preceding retirement, he or she is eligible for the award. For purposes of this section, "retirement" shall mean eligibility to collect a pension under the Unit member's applicable pension system upon reaching age 55 or through a disability retirement. Collecting a pension immediately upon retirement is not a prerequisite to receiving retiree health insurance under this section.
  - i. The award of \$10,000 shall be payable in cash, deferral into a tax sheltered plan or into an account to be administered by the District for the member's use in retirement to enhance standard health and dental benefits, or any combination thereof, until the credit is exhausted.
    - 1. If the Unit member becomes deceased, a surviving spouse will have access to the remaining credit for health and dental benefits until the credit is exhausted.
    - 2. An appeals committee, with three member appointed by the Superintendent and two members appointed by the ASAR President shall review and act upon any appeal from a Unit member that the 15 year requirement in this Article has been met.

## 2. Absence Procedures for Illness

- A. For all absences, a Request for Absence must be submitted.
- B. For absences of more than three (3) consecutive days of illness, a Certificate of Personal Illness (C.P.I.) must be filed with the employee's supervisor upon their return to work:
  - 1. Stating the nature and extent of the illness
  - 2. Part II of the Certificate of Personal Illness must be completed by a duly registered physician, licensed chiropractor, or Christian Science Practitioner for each payroll period for all days taken regardless of the number.
  - 3. A Certificate of Personal Illness, completed as in Part II above, must be submitted if requested by the Superintendent of Schools or his/her designee:
    - a) before or after holidays, and/or paid local recess days

- b) before or after paid scheduled recesses
- c) first and last day school is in session
- d) at any time requested by the Superintendent of Schools or his/her designee

3. Extended Illness or Injury Leave

An employee who is ill for a prolonged period and has used all sick leave allowance included under this Agreement shall be granted a leave of absence due to illness or injury as follows:

- A. Extended Leave at One-Half Pay shall be authorized after sick leave accruals, unused vacation days, and personal leave days have been exhausted, with the approval of the Chief of Human Capital Initiatives. Such leave shall be granted only on the basis of a doctor's certificate, clearly stating the nature and expected length of disability. Said doctor's certificate is to be filed with the Chief of Human Capital Initiatives within seven (7) calendar days of the employee exhausting all full pay accruals. The Extended Sick Leave will be retroactive to the date of eligibility.
- B. Eligibility: Extended Sick Leave at One-Half Pay shall be granted to employees with a minimum of one (1) year of continuous service. This benefit can only be used once every twelve (12) months no matter how short the duration of One Half Pay is used.
- C. Initial Allowances: Based upon years of service to the City School District, employees will have the following allowances of Extended Sick Leave at One Half Pay for each of the service time periods indicated:
  - One full year but less than three years – 30 working days;
  - Three full years but less than six years – 60 working days;
  - Six full years or more – 90 working days.Service time must be continuous years of service with the City School District of Rochester.
- D. Additional Allowance: If an employee utilizes any amount of Extended Sick Leave at One-Half Pay, he/she will begin re-accumulating the allowance according to the schedule in Paragraph "C" as if a new employee. However, an employee will retain any unused Extended One-Half Sick Pay allowance previously accumulated. Retained allowances and additional allowance provided in this Section shall not be cumulative and in no event shall the total allowance exceed the maximum allowance set forth in Paragraph "C" of this section. An employee's eligibility for additional allowance will be calculated from the day the employee resumes working after having last used Extended Sick Leave at One-Half Pay.
- E. Employees shall receive the following fringe benefits while on One-Half Pay Sick Leave: Pension, Blue Cross/Blue Shield, Medical and Hospital benefits, Dental benefits, and Life Insurance. There shall be no accrual of vacation, sick or personal leave while on One-Half Pay Sick Leave.
- F. An employee who is on an Extended Sick Leave at One-Half Pay shall not be eligible for Catastrophic Illness Leave, as described in Section 4. Employees diagnosed with

an illness or injury of a catastrophic nature while on Extended Illness Leave at One-Half Pay, may also apply for Catastrophic Illness Leave retroactive to the date of the diagnosis.

G. Additional leave without pay may be granted upon the recommendation of the Chief of Human Capital Initiatives and approval of the Superintendent of Schools.

4. Catastrophic Illness

A. Upon complete exhaustion of paid illness allowance, personal leave, and vacation provisions of this Agreement, a unit member with a minimum of one (1) year continuous employment may request from the Superintendent of Schools a catastrophic illness leave. The Superintendent shall convene a joint committee chaired by the Chief of Human Capital Initiatives 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 employee 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 at the time of their application for an additional ninety-five (95) paid illness days and their resigning from employment with the City School District at the end of such leave if their disability retirement has been approved. No seniority shall accrue during catastrophic illness leave.

5. Personal Leave Days

A. All full-time employees covered by this Agreement shall receive three (3) personal leave days per year.

B. Personal leave days may be taken for personal business, religious observances, or family illness not covered in other sections of this Agreement and which require absence during work hours.

C. Application for personal leave shall be made at least three (3) working days in advance of taking such leave (except in the case of emergencies). The applicant shall state "Personal Leave" as the reason for taking such leave.

D. Personal leave shall not be granted under the following conditions:

1. The day before or after a paid holiday or local recess day, except in matters of an emergency nature as shall be approved by the Superintendent of Schools or his/her designee. For Civil Service staff who do not work in a school and who do not directly interact with students, personal leave days before or after a paid holiday or local recess day may be permitted, unless denied due to staffing or operational needs at the discretion of their supervisor.

2. The first two (2) weeks or the last two (2) weeks school is in session except for religious holidays or in matters of an emergency nature as approved by the Superintendent of Schools or his/her designee.

3. Time taken for personal business not included in or in excess of the amount



allowed may not be made up, either prior to or subsequent to the absence, and shall result in salary loss.

4. Personal leave days not taken will be carried over into the next school year as accumulated sick leave. Such accumulations shall be in addition to regularly accumulated sick leave.

E. Personal leave shall not be granted under the following conditions:

1. The day before or after a paid holiday or local recess day, except in matters of an emergency nature as shall be approved by the Superintendent of Schools or his/her designee.
2. The first two (2) weeks or the last two (2) weeks school is in session except for religious holidays or in matters of an emergency nature as approved by the Superintendent of Schools or his/her designee.
3. Time taken for personal business not included in or in excess of the amount allowed may not be made up, either prior to or subsequent to the absence, and shall result in salary loss.
4. Personal leave days not taken will be carried over into the next school year as accumulated sick leave. Such accumulations shall be in addition to regularly accumulated sick leave.

#### 6. Miscellaneous Paid Absences

No deduction shall be made for absences not to exceed a total of eight (8) days in any one school year, under the conditions specified below including individual limitations for each incident at 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 of Schools or his/her designee.

- A. Absences due to death in the immediate family<sup>2</sup>, maximum of five (5) consecutive working days per incident including either the day of the death or the day of the funeral.
- B. Death of blood relatives (aunts, uncles, nieces, nephews, cousins) not to exceed one (1) day as requested with notice of death. If such blood relative was living in the employee's household, then three (3) days may be used.
- C. Jury Duty – As required and approved.
  1. All compensation received for services preformed as a juror while on required and/or approved jury duty shall be refunded to the City School District by check made out to the City School District and forwarded to the Personnel Department. Said refund need not include authorized transportation and/or parking fees for which funds are or are not provided.

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<sup>2</sup> Immediate family: spouse, parent, sister, brother, child, grandparent or grandchild, by blood, marriage or legal adoption – excluding aunts, uncles, nieces and nephews who are blood relatives unless they were living in the same house.

- D. Military – Personnel in reserve military units will be paid as required by law. Copy of the military order must accompany the Request for Absence form.
- E. Quarantine – By Health Bureau action, as needed.
- F. Subpoena – If not interested party, as required and approved.
- G. Moving Day – One (1) day per year.
- H. Absence for two (2) days to the father for birth or parent for legal adoption of children.
- I. Absence not to exceed two (2) days per year if necessitated by educational examinations conducted by New York State, Board of Education, or by an institution of collegiate grade, or for the attendance thereafter as a recipient of a degree or a diploma.  
  
Absence of one (1) day (including travel time) to attend the presentation of an earned degree or diploma by an employee’s spouse or child from a college or other post-secondary school, accredited institution, or high school graduation over one hundred (100) miles away or conflicting with the employee’s scheduled work hours.
- J. Miscellaneous Unpaid Absences – Personnel (Regular Deduction)
  - 1. Absence due to illness in the immediate family<sup>3</sup> is basis for Regular Deduction and will be so treated for a total of ten (10) days in any one (1) school year.

7. Other Leaves of Absence

- A. Leaves of absence for purposes of Maternity, Education, or ACTION Leave may be granted to employees covered by this Agreement consistent with the procedure established for the granting of such leaves for other District non-certificated personnel.
- B. The Superintendent of Schools may recommend to the Board of Education for approval, other leaves of absence for employees covered by this Agreement. Such leaves if granted shall be upon such terms and conditions as the Board of Education may approve.

8. Vacation Days

- A. Civil Service members shall receive 25 vacation days upon hire into the unit. On July 1, following the fifth anniversary of date of hire the vacation days shall increase to 30 days. For those members who completed their fifth anniversary date prior to July 1, 2015, they shall move to 30 vacation days (or a pro-rated portion thereof) for the 2015-2016 school year upon ratification of this agreement. All other Civil Service members shall move to 25 vacation days (or a pro-rated portion thereof) for the 2015-2016 school year upon ratification of this agreement.

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<sup>3</sup> Immediate family: spouse, parent, sister, brother, child, grandparent or grandchild, by blood, marriage or legal adoption – excluding aunts, uncles, nieces and nephews who are blood relatives unless they were living in the same house.

- B. A member of the unit who is a member before July 1, 2017 may carry over all unused vacation days into the following year to a maximum of forty (40). Unused vacation days beyond this maximum will be lost on June 30<sup>th</sup>. Members who join the unit on or after July 1, 2017 may carry over no more than five (5) unused vacation days per year to a maximum of forty (40). For eligible Unit members hired or transferred in after July 1 or who terminate, retire, go on unpaid leave or transfer to a non vacation eligible position, the annual vacation accrual will be prorated as follows:
5. For an annual accrual of 25 days, two days will be awarded for each full month worked.
  6. For an annual accrual of 30 days, 2.5 days will be awarded for each full month worked.
  7. For each partial month worked, the percentage for the month worked shall be calculated as follows:
    - c. If less than 50% one day will be awarded.
    - d. If 50% or greater, the above full monthly accrual will be awarded.
  8. If a member terminated or transfers, and after applying the above proration calculation the member:
    - c. Has used vacation days beyond the allowable amount, the value of the vacation days exceeding the prorated amount shall be deducted from the next paycheck.
    - d. Has vacation days remaining, he/she will be paid for these days.
- C. Unit employees will have the option of “cashing in” up to ten (10) days annually of their accumulated vacation days at anytime at their current daily rate of compensation. Cash in rate is 1/260 of current salary.
- D. Civil Service members leaving the employ of the City School District of Rochester after July 1st of any year and having given written two (2) weeks’ notice to the Human Capital Initiatives Department shall have their total pay adjusted to include annual vacation allowance computed on the basis of one twenty-sixth (1/26th) of their total annual vacation allowance for each full pay period worked or major portion thereof in addition to all previously accrued and unused vacation days. In the case of death, such payment shall be made to the employee’s estate or beneficiary. Paid legal holidays occurring in accrued vacation time after the last day of work shall not be included.

9. Emergency Closings

- A. Unit members may be required to report to their normal worksite at the discretion of the Superintendent when schools are closed due to weather conditions. The Unit member shall not be required to report sooner than 90 minutes after a public media announcement of such reporting requirement. Unit members will not receive any additional compensation or leave days when they report. If the Unit member does not report to work, the Unit member shall take a vacation day, unless ill. In the case of illness, an illness day may be taken if supported by a Certificate of Personal Illness. Unit members who reside in a county where a state of emergency has been declared shall not be required to report to work and shall not be required to take a leave day.
- B. If a countywide “State of Emergency” is declared which prohibits travel and a Unit member has already reported to work, the Unit member will be immediately released. (Provided that no students are under the Unit Member’s care.) If a countywide “State of Emergency” is declared which prohibits travel before a Unit member reports to work, the Unit member will not be required to report to work.

**ARTICLE 13**  
**LEAVES OF ABSENCE – CERTIFICATED STAFF**

1. Return After Leave: Tenure Status

A tenured Unit member returning from a leave shall retain tenured status.

2. Parental Leave

- A. Any Unit member on permanent appointment or on probationary status is eligible for parental leave without pay.
- B. Where possible, not less than thirty calendar days prior to the commencement of the requested leave, a request for leave shall be made in writing to the Human Capital Initiatives indicating the dates of the leave. A physician's statement or a statement from an adoption agency must accompany the request for leave.
- C. The Unit member must agree to write the Chief of Human Capital Initiatives not later than November 1 in the fall semester or March 1 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 Unit member shall either return to service no later than the beginning of the 3rd full semester from the date such leave is granted, or the Board shall terminate services. Return to service shall be at the beginning of a school semester.
- D. In the event an Unit member exercises the right to return at the end of the leave, the Unit member shall be entitled to receive all benefits accumulated prior to the time of the leave.
- E. Where an employee has used her illness allowance due to a pregnancy related disability, upon termination of that pregnancy related disability, the employee must

return to work or must request a parental leave in accordance with the provisions of this Article.

F. Leaves of absence without pay shall be granted for the purposes of parenting.

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

H. All Unit members returning from leaves of absence under this section shall be restored to equivalent positions.

3. Exchange Administrator Leave

A. Upon the recommendation of the Superintendent of Schools, leave for exchange administrative positions under either national or international programs may be granted by the Board to Unit members who have successfully completed their entire probationary period in the City School District.

B. The Board shall compensate any Unit member granted exchange Administrator leave on the basis of said Unit member's regular salary status. Any period served as an exchange administrator shall be applied to the salary schedule annexed hereto as if such period had been served by the Unit member in the City School District.

4. Action Leave

A. Leave of Absence without pay will be granted up to two (2) years to any Unit member who joins the Peace Corps or V.I.S.T.A. as a full-time participant in such program.

B. During any period so served, the unit member's salary shall be increased in accordance with all provisions of this contract.

5. Sabbatical Leave for Accredited Study

Regularly appointed Unit members who have served for five (5) years in the City School District and who have been granted tenure in his/her current position may, upon the recommendation of the Superintendent of Schools 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 of Schools 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 of Schools and the Board of Education for approval. Sabbatical leave pay will not be paid for change in plans not so approved.

C. The Unit member's immediate supervisor and Cabinet level supervisor shall be asked to make their recommendations to the selection committee regarding the Unit member's application for a sabbatical leave.

D. The CIAS Panel will review and make recommendations to the Superintendent regarding sabbatical applications for ASAR members.

- E. At the discretion of the CIAS Panel, sabbaticals may also be awarded for reasons other than accredited university study. Such leave applications must be directly connected/related to one of the following:
1. The District's five (5) design tasks:
    - a. Dimensions of leadership
    - b. Knowledge of teaching and learning.
    - c. Effective organizational management.
    - d. Public engagement and collaboration with others.
    - e. High performance management professional development reflective practice.
  2. The school's three-year improvement plan.
  3. The District's benchmarks.
- F. 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. Those on sabbatical leave for travel shall submit a report of their travel.
- G. Applicants must file with the Board a written agreement to remain in the service of the Board for three (3) years after the expiration of such leave. If an Unit member resigns from the service of the Board within the three (3) year period, the Unit member shall refund to the City School District such proportion of the salary paid during the leave of said period. If, upon return from sabbatical, the services of the Unit member are terminated through job abolition at any time during the three (3) year period, and if the Unit member is no longer employed by the City School District, the Unit member shall not be required to pay any prorated refund. Any refund owed to the City School District shall be repaid in equal monthly installments, as a minimum, so that the total amount owed to the City School District will be paid in full not later than five (5) years following the expiration date of the paid sabbatical leave.
- H. Such leave shall not be granted for less than one (1) full semester nor more than one (1) year. Unit members taking leave shall not be eligible for such leave until five (5) years have expired after return.
- I. An Unit member on sabbatical leave will receive 60% of base salary for the length of the leave.
- J. At any time at least one (1%) percent but not more than two (2%) percent of the total number of Unit members shall be eligible for sabbatical leave, i.e., those who have served for five (5) years shall be eligible for a leave of absence. In case the number of applications shall exceed one (1%) percent, selection shall be made based primarily on length of service as an Unit member or supervisor in accordance with the following principles:

1. Preference being given to those longest in service.
  2. Distribution by schools, care being taken that the number from any school shall not be comparatively excessive.
  3. Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all positions covered by this Agreement.
- K. Regular annual salary increases shall be given for the time of leave the same as for regular service in the school.
- L. Applications for such leave of absence for any school year shall be acted on by the Board of Education not later than its first regular meeting in April of the preceding year.
- M. If any applicant notifies the Board on or before March 30 of the inability to take the sabbatical, the Board shall extend the sabbatical to the next eligible Unit member on the list.
- N. Deviations from the above may be recommended by the Superintendent.

In each school year, the District shall grant enough sabbatical leaves to total 1% but not more than 2% of the eligible Unit members.

6. Other Approved Leaves

A. Leave Without Pay

Permanently appointed Unit members who are members of the bargaining unit may, upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, be granted leave of absence without pay.

B. Salary Determination/Full-Time Study

Permanently appointed Unit members may, upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, be given their regular salary increase 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.

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

7. Return After Leave of Absence

A. Unit members who have been granted leaves of absence shall notify the Superintendent of Schools 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. All Unit members returning from leaves of absence shall, upon request, be restored at the same or equivalent positions they held at the time the leave was granted.

**ARTICLE 14**  
**MISCELLANEOUS FRINGE BENEFITS**

1. Allowance for Transportation
  - A. Unit members required to use their own automobile on official business or on an irregular basis shall be reimbursed at the highest minimum rate per mile in effect in the District at the time of such use. Approved parking expenses incurred in such travel shall also be reimbursed.
  - B. Other Unit members not covered in “a” above shall receive a monthly transportation allowance based upon a schedule of allowances prepared by the Finance Department and approved by the Superintendent of Schools and shall be included in the regular salary check each pay period.
  - C. Outside of District Travel. Each Unit member shall be allotted a base sum of \$600 per year effective July 1, 2009, for approved conferences and out of district travel. Additional allowance for Unit members may be provided in the budget with the approval of the appropriate division head.
  - D. Travel Funds not disbursed by the Association in a given school year shall be retained by the Association and shall “roll over” into the following year for the same purpose.
  - E. Travel funds shall be paid in total to ASAR in July of the school year based on the ASAR membership at that time. In October, additional monies shall be paid to ASAR for any membership increase since July. The October payment shall be the final payment for the school year.
  - F. In July of each year, ASAR will provide the District’s Chief Financial Officer documentation of disbursements from the travel funds for the previous school year in the form and substance required by the Chief Financial Officer after consulting with the Executive Director of ASAR.
  - G. The immediate supervisor of each Unit member shall approve or deny the Unit member’s Request for Absence. Travel forms shall be approved and processed by ASAR. Requests for Absence for travel must be submitted to the immediate supervisor 30 calendar days prior to the absence unless there are extenuating circumstances.
2. Medical Examination. All medical examinations and tests related to application requirements for new Unit members shall be paid for by the City School District provided that with the approval of the Board of Education, an Unit member may be examined by a doctor of his own choice with the Unit member paying the difference between the cost of that examination and the District provided examination.
3. Standard Immunization. Standard immunization, if required by the Board of Education, shall be provided for all Unit members.
4. Professional Development Funds.



- A. Effective July 1, 2009, the District shall allocate annually to the Association \$200 per member for a professional development fund to be managed and administered by ASAR. The purpose of this fund is to reimburse Unit members for advanced academic studies that are not designed or intended to lead to an advance degree or certificate. Effective upon the ratification of the 2001-2003 Agreement, professional development funds may be used to pay registration fees at conferences, seminars and training classes.
- B. Professional development monies not disbursed by the Association in a given school year shall be retained by the Association and “rolled over” into the following year for the same purpose.
- C. Professional development monies shall be paid in total to ASAR in July of the school year based on the ASAR membership at that time. In October, additional monies shall be paid to ASAR for any membership increase since July. The October payment shall be the final calculation for the school year.
- D. In July, ASAR will provide to the District’s chief Financial Officer documentation of disbursements from this fund for the previous year in the form and substance required by the Chief Financial Officer after consulting with ASAR’s Executive Director.
- E. Centralized professional development sponsored by ASAR, will be done in collaboration with District leadership development team and /or HCI.

**ARTICLE 15**  
**DISCIPLINE AND DISCHARGE**  
**NONTENURED CERTIFICATED STAFF**

1. Discipline and Discharge Probationary Unit members

A. Eligibility

The provisions of this clause shall apply only to probationary Unit members.

B. Discipline

- 1. No eligible Unit member within the bargaining unit shall be disciplined without good and sufficient cause.
- 2. Disciplinary action or measures may include but not be limited to the following:
  - a. Oral reprimand
  - b. Written reprimand
  - c. Suspension (with or without pay)
  - d. Discharge

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

3. Whenever an Unit member is required to give a statement that involves potential disciplinary action he or she shall have present a representative of ASAR to act on his or her behalf.

C. Discharge

The discharge of a probationary Unit member 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 construed to deny said probationary Unit member the opportunity to discuss the dismissal with any appropriate supervisory personnel.

**ARTICLE 16**  
**DISCIPLINE AND DISCHARGE**  
**TENURED CERTIFICATED STAFF ONLY**

1. Eligibility

The provisions of this Article shall apply only to tenured Unit members.

2. Discipline and Discharge

- A. No eligible Unit member within the bargaining unit shall be disciplined without good and sufficient cause.
- B. Disciplinary action or measures may include, but not limited to the following:
  - 1) Oral reprimand
  - 2) Written reprimand
  - 3) Suspension (with or without pay)
  - 4) Salary withhold and/or performance incentive withhold
  - 5) Discharge
- C. Except as specified elsewhere in this Section, any disciplinary action imposed upon any eligible Unit member may be processed as a grievance through the regular grievance and arbitration procedure.
- D. Whenever an Unit member is required to give a statement that involves potential disciplinary action he or she shall have present a representative of the ASAR to act on his or her behalf.
- E. No eligible Unit member within the bargaining unit shall be suspended without pay or discharged without good and sufficient cause. If the City School District determines that there is good and sufficient cause for discharge, the Unit member and the Association shall be notified in writing. Notification shall also include whether or not the Unit member has been suspended pending an investigation and recommendation by the Superintendent to the Board of Education. Within seven (7) days of the initial notice, the Superintendent of Schools shall file with the clerk of the Board of Education 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 vote of the Board of Education, 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 Unit member by certified mail. Such notice shall include whether the Unit member is suspended pending determination of the charges. Within ten (10) days of receipt of the statement of charges, the employee shall notify the City School District whether he/she desires to pursue one of the following procedures:

1. No hearing
  2. Panel hearing - 3020-a procedure
  3. Arbitration - contractual procedure
- F. Failure of the employee to notify the clerk of his 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.
- G. If the employee waives his right to the procedures provided in this Agreement, the Board of Education 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.
- H. It is understood that once the employee chooses one of the above procedures he/she shall be bound by the procedure chosen and shall not be permitted to pursue more than one procedure.
- I. If the Unit member chooses to pursue the statutory procedure, all applicable provisions of Section 3020-a shall apply.
- J. If the Unit member 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.

**ARTICLE 17**  
**DISCIPLINE AND DISCHARGE**  
**CIVIL SERVICE STAFF ONLY**

Civil Service unit members who have completed a one year probationary period in their job title are entitled to due process under the contract, including binding arbitration and joint selection of the hearing officer. ASAR and the District will share the costs of the hearing officer. ASAR will provide representation to the unit member. In the event that any unit member elects to be represented by any party other than ASAR, or its affiliate SAANYs, such unit member shall be individually responsible for all expenses which are incurred in connection with the disciplinary proceeding. Mutual discovery shall be permitted to the same extent as it is provided to tenured certificated employees. The District can suspend a member without pay for a maximum of 30 days. Members may be disciplined for acts that occurred up to 3 years earlier.

**ARTICLE 18**  
**ACTING ADMINISTRATIVE ASSIGNMENTS**

1. Acting positions shall not be for a period of more than one (1) year from the date of appointment. Unit members serving in acting positions shall have absolute right of return to their former positions.
2. Appointments to acting positions shall be governed by Article 7 herein, unless the vacancy is created by an emergency.

**ARTICLE 19**  
**ALLOCATION OF BUILDING STAFF**

1. By June 1, a joint committee appointed by the Chief of Human Capital Initiatives and the President of ASAR will meet to review the proposed administrative structure and responsibilities in secondary schools for the next school year.
2. Appropriate building Unit members shall be directly involved in the selection of teachers, paraprofessionals and Unit members to be assigned to their building.
3. During the first week in June, the District will meet with a five (5) member committee of ASAR for assistant principal allocation.

Tentative Assistant Principal assignments will be recommended during the first week of June. The assignments will be reviewed at the end of the first attendance period in October. Mutually agreed upon revisions in assignments will be made based upon the latest data.

The City School District has worked toward, and will continue to work toward the full assignment of Elementary School Assistant Principals to single Unit member elementary schools. We believe this is the means through which the greatest amount of concentrated instructional support can be provided to schools.

**ARTICLE 20**  
**PROTECTION OF UNIT MEMBERS**

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 Unit members who are engaged in the performance of their duty.
  - B. Unit members shall be required to immediately report in writing all cases of assault and/or battery suffered by them in connection with their employment to the Superintendent of Schools or his designee, and the Association. This report will be forwarded immediately to the Superintendent who in turn shall report the information to the Board.

- C. The Superintendent and representative or Counsel shall inform the Unit member immediately upon receipt of the report of assault and/or battery of his/her rights under the law and shall provide such information in a written document.

2. In Other Than Assault and Battery Cases.

- A. The Board shall provide Counsel and pay court costs and judgments related to any administrative or judicial proceeding or suit involving an Unit member who has acted in the discharge of duties within the scope of his employment. The Unit member must, however, deliver copies of any legal papers served upon him/her to the office of the Board's Counsel not later than five (5) days after service. Disciplinary proceedings under the education law involving Unit members 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 and 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 acts 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 teacher, practice or cadet teacher, or member of the supervisory or administrative staff, or employee at the time of the accident was acting in the discharge of his duties within the scope of his employment and/or under the direction of said Board of Education..."
- C. If a complaint against a Unit member is not sustained, the Unit member shall be reinstated with full reimbursement of all compensation lost.
- D. When a Unit member acting in the discharge of duties within the scope of employment is involved in an administrative or judicial proceeding that requires meeting during the school day, the Unit member shall be released with full pay and the time shall not be charged against sick leave or personal leave time.
- E. The Board shall provide counsel and pay court costs and judgments related to any administrative or judicial proceeding or suit involving a unit member who has acted in the discharge of duties within the scope of his employment. In instances when the interest of the District and the unit member may conflict the District shall so notify the unit member and shall reimburse the unit member for his representation and any damages and court costs in an administrative or judicial proceeding or suit involving the Unit member who has acted in the discharge of duties within the scope of his/her employment.

**ARTICLE 21**  
**PERSONAL INJURY BENEFITS**

- 1. Coverage. All Unit members are covered by Workers Compensation insurance which protects them in case of accidents while on duty. In the event of such an accident, the Unit

member shall immediately notify the Superintendent of Schools or his designee that the proper forms can be executed by the school authorities and attending physician.

Procedure. Should an assault on a unit member occur, and if it results in loss of time, the unit member shall be paid in full for a period of six (6) months; this period may be renewed for successive six (6) month periods upon certification of the continuance of the disability by a District physician. Such paid absence shall not be deducted from any sick leave to which such Unit member is entitled under this Agreement.

2. Reimbursement. The City School District shall reimburse Unit members for the replacement cost of any clothing, dentures, eyeglasses, hearing aids, or other similar items which are damaged or destroyed while they were acting in the discharge of their duties, within the scope of their employment, provided that such replacement cost does not result in double reimbursement.

## **ARTICLE 22**

### **VACANCY AND TRANSFER**

1. For the purposes of this section, a bona fide vacancy is defined as occurring once a bargaining unit position becomes open to be filled with a probationary appointment.
2. When a vacancy exists, the District shall inform the President of ASAR in writing and post the vacancy in the district's weekly electronic bulletin.
3. All vacancies for bargaining unit positions including assignments to summer school positions shall be posted for five (5) business days unless the position will be filled with an acting assignment. The intent to fill the position on an acting basis shall be communicated to the President of ASAR by the Superintendent or his/her designee in advance of making the acting assignment.
4. Applications for unit positions shall be screened by the Department of Human Capital Initiatives to establish if the applicant meets minimum qualifications contained in the posting. Applications of qualified candidates will then be sent to the appropriate supervisor for additional screening and interviewing.
5. To be considered for a lateral transfer to a posted vacancy, a Unit member must indicate his or her interest, in writing, to the Chief of Human Capital Initiatives by 4:00 p.m. of the fifth business day of the week that the vacancy was posted.
6. During the period between July 1 and the first day of the April recess, any Unit member may submit a promotional application for a specific position at any location, an identified number of locations, or a specific location.
7. The District will announce annually that it is accepting promotional applications for titles when openings occur through the year.
8. Paragraphs 6 and 7 do not restrict the District from advertising for a particular position or title at any time. All Unit members are eligible to apply as a result of such advertising.

9. When a principal has given written notice to terminate employment with the District, or the District has created a new principalship, or the District has taken action to create an opening in a principalship, all principals in that level (elementary or secondary) shall be informed of the opening and be given an opportunity to request a transfer. The principals will be given five working days from the time the notice is mailed to respond in writing to the Superintendent. The transfer request is confidential and shall not be discussed beyond the Superintendent and his or her direct reports, unless the Superintendent decides to approve the transfer request.
10. Section 9 is not activated if the leaving principal requests that his or her departure be kept confidential for a reasonable period of time. If that request is made and honored by the District, Section 9 is activated after the period of confidentiality.
11. Unit members shall be notified at least thirty (30) days in advance of any change in assignment, unless an emergency situation exists.
12. The superintendent of the District may pre-select up to three individuals per year for permanent positions, without having to post those positions. Any pre-selections without posting beyond the three must be mutually agreed upon by the District and ASAR.

**ARTICLE 23**  
**OBSERVATION AND EVALUATION**

Tenured and Non-Tenured Certificated Staff

1. A Unit member shall be evaluated annually by his or her immediate supervisor.
2. The evaluation process and form shall contain a level of performance described as “Highly Effective.”
3. The appropriate Cabinet member may appeal this evaluation to the CIAS Panel, which will review and may reverse the evaluation by a majority of the full panel.
4. All observations and evaluations of non-tenured Unit members will be conducted in accordance with the present form or a new form developed and approved by the CIAS Panel. CIAS timeframes are guidelines only.
5. All observation of work performance of non-tenured Unit members shall be conducted openly, with full knowledge of the Unit member.
6. A non-tenured Unit member shall be given a copy of his/her final evaluation prepared by the supervisor upon request.
7. No reports shall be submitted to central administration or the CIAS Panel, placed in any Unit member’s file or otherwise acted upon without prior review with the Unit member. A Unit member will be entitled to have a representative of ASAR present at the

conference.

8. All observation and evaluation forms for non-tenured Unit members shall require the signature of the evaluator or observer and the Unit member. These standard forms shall contain the statement “I have read and (do/do not) agree with the above,” followed by space for the Unit member’s signature.
9. The Unit member shall also have the right to submit a written reply to such material and attach it to the file copy.
10. No material derogatory to a Unit member’s conduct, service, character, or personality shall be placed in a personnel file unless the Unit member has received such material indicating he has had the opportunity to review it. 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 procedures. The Unit member shall also have the right to submit a written reply to such material and have it attached to the file copy.
11. No observation or evaluation forms of any kind shall become part of a Unit member’s personnel file unless it has met the above conditions.
12.
  - A. A Unit member shall have the right upon request and by appointment to review the contents of that Unit member’s personnel and CIAS file except information supplied by reference sources. A Unit member will be entitled to have a representative of ASAR present during such review.
  - B. No agency or group or ASAR representative shall have access to a Unit member’s personnel or CIAS file without prior consent of the Unit member.
  - C. The District shall maintain a list which shall become part of the personnel file of all personnel who review the Unit member’s personnel or CIAS 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 Unit member’s personnel or CIAS file shall be permitted.
13. A non-tenured Unit member may request an observation or evaluation be made by an appropriate Central Office staff member at any time during the school year.

#### Civil Service Staff

1. Civil Service members will receive an annual evaluation according to the process and using the instrument developed by the District and the Association.



2. Any member rated as “unsatisfactory” overall will be subject to a salary increase withhold (the amount of which may be recoverable as a bonus with the approval of the Superintendent (or his/her designee) in the subsequent year, depending on performance.
3. Any member who has any portion of salary increase withheld by the Superintendent (or his/her designee) may contest this action through the grievance procedure.
4. The District will provide substantive training for evaluators as needed.

## **ARTICLE 24**

### **GRIEVANCE PROCEDURE**

#### 1. Grievance.

A grievance is a claim by one or more bargaining unit members, based on the occurrence of an actual event involving the member(s), that one or more specific provisions of this collective bargaining agreement, mutually recognized past practice, or policy adopted by the Board of Education have been violated by the District.

#### 2. Level 1.

- A. A bargaining unit member shall submit his or her grievance to his or her principal or if the member does not work in a school or is a principal to his or her immediate supervisor. The grievance shall be submitted on a standard form and contain substantially all the information required by the form. The grievance shall be submitted so as to be received by the principal or immediate supervisor within ten (10) work days of the date on which the member knew or should have known of the grievance. The member shall provide ASAR with a copy of the grievance.
- B. The grievance shall be addressed by the principal or immediate supervisor within ten (10) work days of its receipt. Addressing the grievance may include one or more conversations between the member and the principal or immediate supervisor, and on such occasions the member shall be entitled to have an ASAR representative present and participate in the conversation(s).
- C. If the grievance is not resolved to the satisfaction of the member by the conclusion of the tenth work day, the principal or immediate supervisor shall reduce his or her decision to writing and provide it to the member within five (5) further work days.

#### 3. Level 2.

- A. If the grievance has not been resolved to the satisfaction of the member and ASAR at Level 1, the member and ASAR may submit the grievance to the Superintendent or his/her designee. The contents of the submission shall be a copy of the grievance submitted at Level 1, the written decision of the principal or immediate supervisor at that level, and a concise statement by ASAR of its position on the grievance. The grievance shall be submitted so as to be received by the Superintendent or his/her designee within five (5) work days of the date of the decision of the principal or immediate supervisor at Level 1.

B. The grievance shall be addressed by the Superintendent or his/her designee within fifteen (15) work days of its receipt. Addressing the grievance shall include reviewing the decision of the principal or immediate supervisor at Level 1, and may include providing ASAR an opportunity to meet and discuss the grievance.

4. Arbitration.

If the grievance has not been resolved to the satisfaction of ASAR at Level 2 ASAR may submit the grievance to arbitration by filing a Demand for Arbitration with the Public Employment Relations Board (PERB) on the form and in the manner prescribed by PERB. If such a Demand is to be filed, it shall be filed by ASAR within fifteen (15) work days of ASAR's receipt of the decision of the Superintendent or his or her designee at Level 2. The Chief of Human Capital Initiatives shall be provided a copy of the Demand when it is filed. Thereafter, arbitration shall proceed in accordance with the rules of PERB and the Article 75 of the Civil Practice Law and Rules. The arbitrator shall have no authority or power 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. The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the arbitrator shall be borne equally by the District and ASAR.

5. Employer Arbitration.

If the Superintendent or his or her designee believes that ASAR has violated one or more specific provisions of this collective bargaining agreement, he or she may file with PERB a Demand for Arbitration on the form and in the manner prescribed by PERB. If such a Demand is to be filed, it shall be filed by the Superintendent or his or her designee within thirty (30) work days of the date on which the Superintendent or his or her designee knew or should have known of the alleged violation. The President of ASAR shall be provided a copy of the Demand when it is filed. Thereafter, arbitration shall proceed in accordance with the rules of PERB and Article 75 of the Civil Practice Law and Rules.

6. Miscellaneous.

- A. The member filing the grievance shall have the right and responsibility to appear at each meeting involving the grievance, unless the member, ASAR, and the District waive his or her appearance.
- B. All meetings at Level 1 or 2 involving a grievance and the member filing the grievance shall be held during unassigned time during the school day or after school hours.
- C. During the pendency of a grievance, all proceedings and records shall be confidential until a decision is made that becomes final. The final written decision on a grievance shall be public record.
- D. All records dealing with a grievance shall be filed separately from the personnel file of the member filing the grievance.
- E. A standard form for the submission of the grievances shall be prepared and distributed by the Superintendent or his or her designee. The design and content of the form shall be approved by the President of ASAR.

- F. During the pendency of a grievance, ASAR shall take all steps necessary and appropriate to assure that all Unit members faithfully and fully discharge their job responsibilities.
  - G. There shall be no reprisals of any kind by non-bargaining unit supervisory or administrative personnel against any ASAR member or representative by reason of their participation in this grievance procedure.
  - H. One grievance may be submitted on behalf of a group of members, provided the grievance alleges a common violation or set of violations, and the members of the group do not have a common supervisor. In such a case, the grievance shall be submitted by the President of ASAR initially at Level 2 utilizing the standard form for grievances.
  - I. Failure by the member or ASAR to submit to the next Level within the specified time limits shall terminate the grievance. Failure by the District to decide a grievance and communicate the decision to the member and ASAR within the specified time limits shall permit ASAR to submit the grievance to the next level within the specified time limits from the date of the District's failure. The President of ASAR shall determine who shall represent ASAR and the group in the processing of the grievance.
  - J. Nothing in these grievance procedures shall be deemed to prevent the parties from agreement to a mutually acceptable arbitrator without going through the process prescribed by PERB or Article 75 of the CPLR
7. Grievance Hearings for Another Bargaining Unit.

On occasion ASAR members are required to attend RTA Level 2 Grievances Hearings. RTA Level Grievance Hearings will initially be scheduled at the RTA offices. If an ASAR unit member whose attendance at this hearing is required wishes to object to the location, he or she will make the objection to the District's Hearing Officer. The hearing will then be scheduled for a designated room at a neutral site.

## **ARTICLE 25** **JOB SECURITY**

When a certificated member of the Administrative and Supervisory bargaining unit is laid off due to budget constraints and personnel reductions and there is a vacancy in a teaching position for which that Unit member has certification and where there is no preferred eligible list for that position that Unit member shall be offered that position. In the event of job abolition or layoff of a Civil Service member of the unit, he/she shall be given ninety (90) calendar days written notice. Such job abolition or layoff will be conducted according to statutory procedures and the employee will have reinstatement rights consistent with Civil Service rules and regulations.

**ARTICLE 26**  
**MAINTENANCE OF STANDARDS**

All conditions of employment, including extra compensation for outside regular hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the system at the time this Contract is signed, provided that such conditions shall be improved for the benefit of the Unit members as required by the express condition of this Contract.

**ARTICLE 27**  
**MANAGEMENT RIGHTS**

It is understood and agreed that the Board of Education possesses the sole right to operate the City School District, and that all management rights must be exercised consistent with the provisions of this Agreement.

Nothing contained in this Agreement shall be construed to waive or limit the power of the Board of Education to abolish, create or modify administrative/supervisory positions. It is further understood that the Board of Education has the management right to transfer members of the bargaining unit within their tenure area, to establish policies and procedures concerning promotion into and within the unit, and to establish the criteria for such promotion including the establishment and maintenance of residency within the District as a condition for such promotion and continued employment in that position.

**ARTICLE 28**  
**CONTRACT REPRODUCTION AND DISTRIBUTION**

Copies of this Agreement shall be reproduced and distributed at Board expense and made available to all unit members now employed or hereafter employed by the Board within a reasonable period of time after its ratification or the beginning of such employment if that occurs later. The format of the Contract copy shall be jointly developed by ASAR and the Board.

**ARTICLE 29**  
**LEGISLATIVE APPROVAL**

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.

**ARTICLE 30**  
**NO STRIKE**

The Association in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal

work duties on the part of any member of the bargaining unit covered by this Agreement, and will undertake to discourage any such acts by any such bargaining unit member.

### **ARTICLE 31** **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 the Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

### **ARTICLE 32** **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, Unit members, 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 Rochester City School District and ASAR 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.

ASAR and RCSD therefore commit to establishing a group or school accountability plan that is based upon four key principles:

- A. 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.
- B. Annual assessment of progress, including public reporting by each school or school unit, will occur.
- C. Evidence of how school results have informed and led to changes in the school's improvement plan must be reported annually.
- D. Incentives, including a Leadership Development/School Support Fund will be tied to school or school unit progress.

#### 1. 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:

- A. Measures in language arts and math (primary and intermediate levels) to be combined, including developmental stages in listening and speaking, writing and reading, and math.
- B. Percent of students expected to perform at the next grade level without additional support.
- C. 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.
- D. Feedback from receiving school.
- E. Percent of students who take and, where applicable, pass District, Regents, and national exams, including but not limited to, SAT/ACT and other authentic measures of student performance, e.g., New York State proposed Unitary Regents Examination.
- F. Portfolios with evidence of strong accomplishments in writing.

In addition to student achievement measures, ASAR and RCSD 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:

- A. Parent Involvement, including evidence of parent direct impact on the educational process and evidence of staff connection/outreach to the parent/ home.
- B. Customer Satisfaction, including evidence of satisfaction with the quality of the educational experience, school environment and school/staff levels of responsiveness.

ASAR and the RCSD also recognize the importance of delivery standards which ensure the opportunity to learn by describing the support appropriate to achieve established District content and performance standards.

## 2. LINKING RESULTS TO THE SCHOOL IMPROVEMENT PLAN

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 improvement plan.

## 3. INCENTIVES LINKED TO SCHOOL OR SCHOOL UNIT PROGRESS

A proportionate (per Unit member) amount of the funds (total amount not to exceed \$85,000) will be made available to the building principal, program principal, teaching principal, or other structure resulting from Article 31. The fund would support efforts that promote effective leadership towards "Principles for Achieving Schools."

- A. Schools that have high and rigorous standards for what all students should know and be able to do.
- B. 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.
- C. 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.

- D. Schools that have knowledge-based teaching that is responsible and responsive to student's needs, ensuring high standards for all students.
- E. Schools that are small in size to permit supportive environments, where students are known.
- F. Students that have shared decision-making and shared accountability for student success as well as democratic governance.
- G. Schools that provide safe and democratic environments for learning.
- H. Schools that provide incentives to promote student success and to create opportunities for all students, as well as logical sequences and disincentives for failing to do so.
- I. Schools that work closely with students' families and seek to coordinate non-school services for students who need them.

Allocation of the fund to each school will be made by the Superintendent of Schools or his/her designee.

After the initial year of implementation, school Unit members will account for the results/benefits from the use of such resources.

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 of corrective action may include a combination of the following:

- A. Necessary support and assistance
- B. Changes in procedures, staff and/or school operations
- C. Prescribed training
- D. Replacement or reconstituting of the school program or portion thereof
- E. School closing

#### 4. GOVERNANCE

Governance shall be provided by an Executive Committee of the School-Based Planning Committee, comprised of the Superintendent or designee, bargaining unit Presidents or designees, parent representative, and student/representative.

### **ARTICLE 33**

#### **PERFORMANCE APPRAISAL FOR CERTIFICATED UNIT MEMBERS**

The District and ASAR recognize that administrative leadership is crucial to the success of schools. Therefore, the District and ASAR agree that the performance appraisal of Unit members shall be tied directly to critical success factors, utilizing multiple indicators. These indicators shall include the supervision and evaluation of subordinates and the District's five design tasks:

- A. Dimensions of Leadership
- B. Knowledge of Teaching and Learning
- C. Effective Organizational Management
- D. Public Engagement and Collaboration with Others
- E. High Performance Management/Professional Development/Reflective Practice

The District expectations for tenured Unit members will be linked to evidence of individual, school and student performance. The Career in Administration/Supervision (CIAS) Panel shall be responsible for providing professional development that will be tied directly to the District mission and purpose.

The CIAS Panel shall be responsible for professional expectations and standards. These expectations and standards shall be developed jointly by the CIAS Panel. The panel shall consist of five members appointed by the Superintendent, five members appointed by the ASAR President. The chair will rotate annually between the two parties with a panel year being defined as July 1 - June 30th. The joint governing panel will develop and make program and policy recommendations concerning the implementation of the CIAS Plan to the Superintendent of Schools and the ASAR President. The panel shall be compensated for services consistent with procedures developed by the panel and approved by the ASAR President and the Superintendent of Schools. Up to five (5) ASAR members who serve as panel members on the CIAS Panel will receive an annual stipend of \$5,000.00, prorated and paid in equal installments throughout the year beginning in September of each school year. The employees identified as panel members will be confirmed by (a) the President or designee of ASAR and (b) the Superintendent of Schools or the Chief of Human Resources on behalf of the District.

An ASAR member who meets the qualifications of a mentor and is selected as a mentor by the CIAS Panel will receive additional compensation as follows:

- a. If a qualified administrator is mentoring an intern, s/he will receive compensation in the amount of \$1,250 for each intern. It will be paid in three payments (\$400 in December, \$400 in March, and \$450 in June) following submission of a report on the mentorship.
- b. For the 2017-2018 and 2018-2019 school years only, if a qualified administrator is mentoring a principal, s/he will receive compensation in the amount of \$2,500. It will be paid in three payments (\$800 in December, \$800 in March, and \$900 in June) following submission of a report on the mentorship.
- c. A qualified administrator may mentor up to three administrators if no mentees are principals. A qualified administrator may mentor up to one principal (and no other administrators).

The CIAS mentors will be identified by the President or designee of ASAR and the Chief of Human Resources in writing, together with the appropriate payment amount based on their work performed. This information will be submitted by the Chief of Human Resources to the Payroll department for processing.



**ARTICLE 34**  
**PROFESSIONAL ATTIRE**

The Rochester City School District's sole mission is to educate all the children entrusted to our care and custody so that they may become successful citizens of our community, our country, and our world. That mission, and the public nature of our work, requires us to be role models for our children, and also require us to interact effectively with parents, community and government leaders, employees and vendors of other organizations, representatives of the news media, and the general public.

We are all professionals, and the success of our mission depends in part on establishing and maintaining a professional business atmosphere, which is determined not only by professional conduct but also by the image we project. All employees are therefore expected to dress in attire that is neat and clean as well as consistent with the nature of their position and the particular work they perform. What constitutes appropriate attire is initially up to the good judgment of each employee. Employees who are in doubt or have a question about specific attire are to consult with their supervisor<sup>4</sup> and abide by his or her advice. A supervisor's advice regarding attire will not be based merely on taste, and will respect workplace rights relating to bona fide religious observance. Employees, who are inappropriately attired, in the judgment of the supervisor, will be directed to go home and return to work in appropriate attire. Refusal to follow such a directive will constitute insubordination. A subsequent occurrence will be treated as an unpaid leave of absence. Employees are also expected to observe good habits of grooming and personal hygiene at all times.

**ARTICLE 35**  
**LIVING CONTRACT COMMITTEE**

1. The parties agree to establish a joint committee to provide for 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 of Schools and the President of ASAR.
2. The 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

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<sup>4</sup> For this purpose, supervisors are principals for schools; program administrators for the Family Learning Center; and the Parent Center; the Director of Transportation for the Service Center; and Cabinet members for employees who report to them at Central Office or elsewhere.

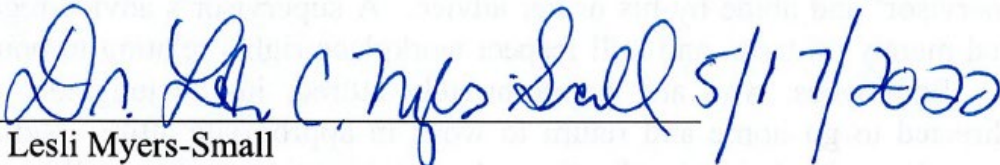
4. The Living Contract Committee shall meet the third week of October and May of each year. Either party may request additional meetings which shall be scheduled when requested.

**ARTICLE 36**  
**DURATION**

The provisions of each Section attached hereto shall be effective July 1, 2019, unless otherwise noted, and shall continue in full force and effect until June 30, 2024, or until a subsequent Agreement is signed by both parties.

IN WITNESS WHEREOF, the parties hereunto set into their hands and seals.

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

By  5/17/2022  
Lesli Myers-Small  
Superintendent of Schools

ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS OF ROCHESTER

By *John F. Rowe - February 15, 2022*  
John Rowe  
President

## **APPENDIX A** **SCHOOL DEFINITION**

The components of a school are as follows:

1. Serves students, kindergarten through grade 12, in any configuration or combination of grade levels.
2. Board approved as a school with a unique school name.
3. School-Based Planning Team with constituencies elected by staff, students, and parents of that school. Principal serves as chair.
4. Staff rights and responsibilities as contained in employee contractual agreements apply as defined in the agreements (i.e., seniority, transfer, representation, etc.) for a school.
5. Separate budget and staffing allocation based on District formulas for schools.
6. Student rights and responsibilities as contained in State Education law and Board policy apply as defined for a school.

### **Bracket Definitions**

#### **Bracket I:**

**School Principal:** A unit member Unit member who has full authority, responsibility, and accountability for a school as defined in Appendix A. The school may share a campus with another school or schools.

**Executive Director:** A unit member who supervises directors as described in Bracket II and/or who has central management authority and responsibility for major District initiatives.

#### **Bracket II:**

**Director:** A unit member Unit member with central management authority, responsibility, and accountability affecting all school sites or all school sites at an identified level such as elementary, middle school, high school, etc.

#### **Bracket III:**

**Assistant School Principal, Associate Director:** A unit member who directly assists a school principal or similar title leader with school wide authority, responsibility and accountability, OR

A unit member who, under the supervision of the school principal or similar title leader, has full authority, responsibility, and accountability for at least 200 students and, at minimum, the core academic teachers of those students, OR A unit member administrator who, under the

supervision of the school principal or similar title leader, has full authority, responsibility, and accountability for at least 200 students and, at minimum, 15 teachers.

**Bracket IV:**

**Administrator:** All other unit member administrators not defined in Brackets I, II, and III, but who are in tenure bearing positions.

**Bracket V:**

**Grant Funded, Non-tenure Bearing Positions:** Unit members who are in positions that are funded exclusively by grants and are designated as non-tenure bearing by the District, pursuant to the Memorandum of Agreement signed by the District and ASAR on February 13, 2013.

**Titles**

The District, for internal organizational purposes, may utilize different administrative titles and, in collaboration with ASAR, develop and issue job descriptions for those titles. The District must negotiate with ASAR the placement of all titles within a salary bracket. This negotiation must be completed prior to the appointment of any individual to the title.

All ASAR members assigned to salary brackets as of July 1, 2001, shall retain both tenure and seniority in those brackets accruing to them from their previous assignments. If any member is assigned to another administrative title within their salary bracket, they shall retain their tenure and seniority.

**APPENDIX B**  
**ASAR –Civil Service Title Salary Ranges**

<p><b>Bracket A</b>  <b>\$65,000 - \$110,000</b></p> <p>Senior Database Administrator  Supervisor of Technology Services  Director of Transportation  Director of Educational Facilities  Director of Procurement and Supply  Director of School Food Service  Director of Information  Director of Accounting  Benefits Administrator  Director of Financial Management  Director of School Safety and Security  Director of District Support Operations  Director of Youth Engagement &amp; Cultural Relations  Controller</p>	<p><b>Bracket D</b>  <b>\$50,000 - \$90,000</b></p> <p>Administrative Analyst  Assistant Director of School Food Services  Assistant Supervising Custodian Engineer  Budget Analyst  Contract Administrator  Maintenance Inspector  Plant Engineer  Buyer  Youth Development Coordinator  Application Supports Specialist  Assistant User Support Instructor I  Broadcasting Assistant  Community Liaison Specialist / Bilingual  Data Liaison Specialist  Data Management Specialist  Information Services Business Analyst  Senior Technical Director  Senior Computer Applications Specialist  Court Liaison  Executive Chef  Medicaid Analyst  Adult Career Education Coordinator</p>
<p><b>Bracket B</b>  <b>\$60,000 - \$105,000</b></p> <p>Data Base Administrator  Educational Facility Planner  Internal Auditor  IT Project Manager  Manager, Financial Reporting  Principal Management Analyst  Project Architect  Senior Programmer Analyst  Senior Systems Analyst  Supervising Accountant  Supervising Custodian Engineer  Supervisor of Plant Maintenance  Supervisor Payrolls  Supervisor of Storehouse  Supervisor of Print Shop  Principal Accountant  Associate Accountant  Director of Financial Audits &amp; Controls</p>	<p><b>Bracket E</b>  <b>\$45,000 - \$80,000</b></p> <p>Art Center Director  Hearing Officer  Purchasing Assistant  Webmaster  Senior Communications Assistant  Textbook Coordinator</p>

Senior Research Analyst  
Supervisor of Safety and Security

**Bracket C**  
**\$55,000 - \$100,000**

Associate Architect  
Bus Maintenance Supervisor  
Bus Operations Supervisor  
Coordinator Human Services  
Systems  
Coordinator of Environmental Safety  
Project Resource Manager  
Senior Buyer  
Director of Parent/Community  
Involvement  
Operations Manager  
Position Control Specialist  
School Health Coordinator  
Senior Administrative Analyst  
Accounts Payable Supervisor  
Senior Budget Analyst  
Senior Information Services  
Business Analyst  
Senior Management Analyst  
Senior Systems Programmer  
Accounts Payable Supervisor  
Asst. Director of Transportation  
Parent Engagement Coordinator  
Emergency Management and PD  
Coordinator  
Purchasing Agent  
Data Management Programmer  
Grant Analyst

**Bracket F**  
**\$40,000 - \$70,000**

Administrative Clerk  
Volunteer Coordinator

**Bracket G**  
**\$35,000 - \$65,000**

Secretary I/Bilingual

**APPENDIX C**  
**COMMITTEE ON EVALUATIONS**

The District and Association acknowledge the need to study the evaluation tool and the process of evaluation for all certificated positions other than principals. As a result, the parties hereby agree to the establishment of a committee for central office leaders and a committee for assistant principals comprised each of three representatives of the bargaining unit, selected by ASAR and three representatives of the Superintendent, whose task will be to study these evaluation tools and processes. These committees shall study, report, and make written recommendations regarding acceptable methods to evaluate the aforementioned members within the Unit. The parties agree that the committees will create a report and recommendations to be mutually agreed upon by the Superintendent and the ASAR President no later than April 1, 2022 for action thereafter, including pilot implementation by September 1, 2022. Upon Implementation, feedback will be collected during the pilot for consideration by respective committees, who will provide written recommendation and any modification to the Superintendent and ASAR President no later than August 1, 2023. Full implementation of the revised model will be implemented by September 1, 2023.

