

Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **East Rochester Union Free School District and East Rochester Teachers Association (2015)**

Employer Name: **East Rochester Union Free School District**

Union: **East Rochester Teachers Association**

Local:

Effective Date: **07/01/2015**

Expiration Date: **06/30/2020**

PERB ID Number: **4940**

Unit Size:

Number of Pages: **40**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

COLLECTIVE BARGAINING AGREEMENT

by and between the

SUPERINTENDENT OF SCHOOLS

EAST ROCHESTER UNION FREE SCHOOL DISTRICT

and the

EAST ROCHESTER TEACHERS' ASSOCIATION

July 1, 2015 – June 30, 2020

Table of Contents

ARTICLE I - RECOGNITION.....	5
ARTICLE II - NEGOTIATIONS PROCEDURES.....	5
ARTICLE III - TEACHING CONDITIONS	5
A. CLASS SIZE	5
B. TEACHING HOURS	6
C. MEETINGS	6
D. K-5 TEACHING LOAD.....	6
E. 6-12 TEACHING LOAD	6
F. EXTRACURRICULAR ACTIVITIES	8
G. TEACHER FACILITIES.....	8
H. KINDERGARTEN PHYSICAL EDUCATION/K-6 SWIMMING	8
I. PART-TIME EMPLOYEES	8
ARTICLE IV - TEACHER ASSIGNMENTS	8
ARTICLE V - EMPLOYMENT POLICY	9
ARTICLE VI - SUMMER SCHOOL.....	10
ARTICLE VII - PROTECTION OF TEACHERS.....	10
A. ASSISTANCE IN ASSAULT CASES	10
B. TEACHER DISCIPLINARY ACTION-LEGAL COUNSEL	11
C. TRANSPORTATION OF STUDENTS BY TEACHERS	11
D. PERSONNEL FILES.....	11
ARTICLE VIII – ABSENCE FROM DUTY	12
A. PERSONAL AND FAMILY ILLNESS	12
B. SICK LEAVE BANK	12
C. PERSONAL ACCIDENT	12
D. DEATH IN THE FAMILY	13
E. JURY DUTY.....	13
F. PERSONAL BUSINESS DAY	13
G. VISITING DAYS.....	14
H. PREGNANCY DISABILITY LEAVE/CHILD REARING LEAVE	14
I. ADOPTION LEAVE	15

J.	NOTIFICATION OF ABSENCE	15
K.	TERMINATION OF EMPLOYMENT	15
L.	SALARY DEDUCTION	15
ARTICLE IX - PAID PROFESSIONAL LEAVES		16
A.	INTENT	16
B.	PURPOSES FOR WHICH PAID PROFESSIONAL LEAVES MAY BE GRANTED	16
C.	LENGTH OF PROFESSIONAL LEAVE	17
D.	ELIGIBILITY AND QUALIFICATIONS	17
E.	STIPENDS AND BENEFITS	17
F.	OBLIGATIONS	18
ARTICLE X - GRIEVANCE PROCEDURE.....		19
A.	DEFINITION	19
B.	TIME LIMITS.....	19
C.	GENERAL PRINCIPLES	20
D.	STEPS IN THE GRIEVANCE PROCEDURE	21
ARTICLE XI - HEALTH INSURANCE		22
A.	HOSPITAL, SURGICAL, MEDICAL PLAN.....	22
B.	DENTAL PLAN	24
C.	EMPLOYEE ASSISTANCE PROGRAM	24
D.	FLEXIBLE SPENDING ACCOUNT	24
E.	HEALTH INSURANCE BUYOUT.....	24
ARTICLE XII - CURRICULUM		26
ARTICLE XIII - ASSOCIATION RIGHTS.....		26
ARTICLE XIV - BOARD RIGHTS		27
ARTICLE XV - SALARIES.....		27
A.	TEACHER SALARY AMOUNTS AND CALCULATIONS.....	28
B.	EXTRA PAY FOR EXTRA SERVICES	30
C.	EXTRA CURRICULAR ACTIVITIES STIPEND SCHEDULE	33
ARTICLE XVI - TEACHER EVALUATION		36
A.	RECOGNITION	36
B.	PURPOSE	36
C.	APPRAISAL PROCEDURES.....	36

D.	OBSERVATONS/EVALUATION COMMENTS	37
E.	NON-TENURED TEACHING STAFF NOT COVERED UNDER APPR	37
F.	TENURED TEACHING STAFF NOT COVERED UNDER APPR	38
ARTICLE XVII – RETIREMENT BENEFIT		38
ARTICLE XVIII - EXCELLENCE IN TEACHING (EIT).....		38
ARTICLE XIX - CONTRACTUAL LIMITATIONS		39

ARTICLE I - RECOGNITION

- A. The Board of Education has recognized East Rochester Teachers' Association, hereinafter referred to as "Association", as the exclusive bargaining representative for all the certified teaching personnel regularly employed in the District, excluding administrative staff. The East Rochester Teachers' Association shall have unchallenged representation status for the longest period permitted under the relevant provisions of New York State statutory law.
- B. The Superintendent hereby affirms that he will not engage in any acts of reprisal against any individual nor against the Association for exercising rights guaranteed by Section 202 of the Public Employees' Fair Employment Act.
- C. No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage or condone a strike.

ARTICLE II - NEGOTIATIONS PROCEDURES

- A. This Agreement shall constitute the full and complete written commitments between the Superintendent and the Association and may be modified only through consent of the Superintendent and the Association in the form of a written and signed amendment to this Agreement.
- B. During the month of February, preceding the expiration of this contract, the Superintendent and the Association shall enter into good-faith negotiations for a successor Agreement. If the parties cannot agree on a successor Agreement, the parties will be governed by the provisions of Section 209 of the Civil Service Law.

ARTICLE III - TEACHING CONDITIONS

A. CLASS SIZE

The Superintendent and the Association acknowledge the current recommended guidelines of the New York State Education Department.

1. Kindergarten	18-23 pupils
2. Grades 1 – 3.....	20-23 pupils
3. Grades 4 – 6.....	23-27 pupils
4. Learning Disabilities	10-15 pupils

The present policy is an average of twenty-five (25) pupils in kindergarten through grade six, and from twenty (20) to twenty-five (25) in grades seven through twelve. Every possible effort will be made to keep within the confines of this policy and work toward the State Department guidelines.

B. TEACHING HOURS

The ERTA and the District agree that teaching is a profession that is not limited by a specific length of time for teachers to be on duty. It is understood that there are occasions when professional teaching responsibilities require that the teacher be on duty past or less than the usual workday.

Teachers are usually expected to be on duty for 7 hours and 30 minutes inclusive of a duty free lunch. At the elementary level the duty free lunch shall be a 30-minute (real time) time period. At the secondary level, the duty free lunch shall be one period long.

C. MEETINGS

(1) The District may schedule one mandatory faculty meeting per month to be held after student dismissal.

(2) The District may schedule a second faculty meeting per month – up to seven per year – to be held after student dismissal. Said meetings will be for the purpose of department and/or grade level planning / issues.

(3) Any additional faculty meetings will be held only in the event of an emergency. Attendance at faculty meetings is a professional responsibility of unit members.

D. K-5 TEACHING LOAD

Within the usual teaching day, all K-5 teachers will be provided 120 minutes of professional teaching activities time each day. PTA time shall be determined individually and collectively by teachers. In cases of perceived improper use of PTA time, the principal and association representative may be asked to participate in the resolution of the problem. A minimum of 40 consecutive minutes of PTA time, for each teacher, must occur during the hours of student attendance.

When the need arises, if a teacher agrees to teach an extra class outside the regular school day they shall be compensated based upon a per class rate as determined by the following formula:

$$\text{Annual Salary} / 200 \text{ days} / 6 \text{ classes} = \text{Rate per class}$$

The teacher shall submit a time sheet, recording on it each instance they teach the extra class.

E. 6-12 TEACHING LOAD

6-12 teachers with the exception of teachers of special education, second language, technology, physical education, art, and music shall not be assigned more than 5 classes and/or labs, or more than 4 preparations. Preparations are defined as classes within the subject assignment and for which there must be separate lesson plans (e.g. Math 9, Course II Regents and Course 3A = 3 preparations). Class loads shall not exceed 150 students. A sixth period supervisory assignment or tutorial (reteach) period may be assigned. A sixth teaching assignment may be given to one member of an

academic department. Other department members may volunteer for a sixth teaching assignment. Teachers with a sixth period teaching assignment may not be given a supervision assignment or tutorial (reteach) period.

Occasionally a situation will arise whereby a Grade 6 thru 12 academic teacher (English, Social Studies, Science, and Math) is asked and accepts a 6th teaching assignment during the regular school day.

Given that this is one additional 6th assignment above what is stated in the contract the District and the ERTA have agreed to compensate those two teachers at an additional 10% of their annual salary. The formula to justify the above is as follows:

$$\text{Annual Salary} / 5 \text{ classes} = \text{Rate per class} / 2 = 10\%$$

The teacher shall be compensated equally over the number of pay periods allocated for teachers.

Any new subject area created by the State Education Department will be contractually classified according to the mutual agreement of both the superintendent and the ERTA President. If they are unable to agree the new subject will be treated as are the exceptions above until expiration of the contract.

6-12 Teachers will be given two period-long time periods for professional teaching activities. These activities shall be determined individually and collectively by teachers. In cases of perceived improper use of PTA time the principal and association representative may be asked to participate in the resolution of the problem. These periods can only be reduced as outlined below.

Teachers may be given a homeroom assignment. Teachers not given a homeroom may be assigned a like duty such as hall or door duty. This assignment may be scheduled during homeroom time or during student lunch times. Teachers who are free from assignment during homeroom time may be assigned an equivalent time period during student lunch times for hall or door duty. Such assignment may infringe on one PTA period or the lunch period.

Examples of Professional Teaching Activities include:

1. Instructional planning
2. Set-up and preparation for instruction
3. Interdisciplinary collaboration/planning
4. Student assistance
5. Consultation
6. Grading
7. Parent and administrative conferences
8. Grade level/department meetings

Part-Time Teachers: A part-time teacher, for the purposes of this contract, shall be determined as follows: 5 teaching assignments = a full-time teacher. A teacher teaching less than 5 assignments shall fractionalize the number of teaching assignments by 5 (e.g. a teaching load of 3 classes would be a 3/5ths teacher). A part-time teacher may be assigned a supervisory period. However, each supervisory period beyond the first such assignment shall be considered an additional teaching

assignment (e.g. a teaching load of 3 classes plus 1 supervisory period is a 3/5ths teacher. A teaching load of 3 classes plus 2 supervisory assignments = 4/5ths teacher). Part-time staff who are .8 will receive benefits according to Article 3, Section I. of this contract.

F. EXTRACURRICULAR ACTIVITIES

The Association recognizes that teacher responsibility to their students and their profession requires the performance of duties that involve some expenditure of time beyond that of the normal school day. The Superintendent recognizes that participation in extracurricular activities for which no additional compensation is paid shall be strictly voluntary whenever possible. For those extracurricular and coaching assignments for which compensation is paid, the Association President or his designee will work with the Superintendent or his designee to make every effort to assure that vacancies are filled.

G. TEACHER FACILITIES

Appropriate, conveniently located faculty lunchrooms and lounges shall be made available to teachers.

Telephone service shall be made available for teacher use during school hours for local, non-business calls. However, every effort should be made by all parties concerned to minimize classroom interruption.

A representative of the Association will meet with the Building Principal to develop rules and procedures for the use of teachers' lunchrooms and lounges and to discuss any problems related to the use of these facilities.

H. KINDERGARTEN PHYSICAL EDUCATION/K-6 SWIMMING

Kindergarten pupils will be provided with Physical Education instruction whenever possible. Physical Education instruction will be given by certified teachers only.

The District may utilize other non-teacher certified swimming instructor personnel, which will be a teacher assistant, for the teaching of swimming in grades K-6. The use of such additional personnel for swimming will not result in the loss of position of current physical education teacher.

I. PART-TIME EMPLOYEES

Part-time employees working less than eighty percent (80%) on a regularly- scheduled basis will receive no benefits. The part-time employee may enroll in the District health group plan by paying the full cost of the premium. Part-time employees do not accrue seniority or acquire tenure.

ARTICLE IV - TEACHER ASSIGNMENTS

A. Administrators shall notify each teacher by June 1st of his/her tentative grade or subject(s) assignment for the coming year. The teacher will be notified as soon as

possible of any change in this tentative assignment. Any change after August 1 will have to be agreed upon by the teacher. If any unpredictable element such as death or resignation occurs, the principal will, of course, have the right to change assignments as necessary. The notification does not include the number of sections of each class or supervisory assignments.

- B. Teachers will not be assigned except under unusual circumstances, and then according to Education Law, outside the scope of their teaching certificates.
- C. When a teacher is reassigned (voluntary or involuntary) to a subject area or grade level for which they are certified but have not recently been assigned, he/she shall be offered 1) a mentor teacher for up to half (1/2) a school year and 2) up to four (4) professional days (no more than one of these days may be used for moving classroom materials). The professional days are seven and a half (7.5) hours per day and will be paid at the curriculum rate Article XV, B, 4. Extra Pay for Extra Services.
- D. The District shall provide one (1) period per day (or the equivalent for an elementary teacher) for the President of the Association for the purpose of conducting Association business.
Also, at least one (1) of those time slots are to be spent in meeting directly with the Superintendent on matters of mutual concern to the District and the Association.
- E. The District shall establish the position of Department Leaders and Grade Level Leader by July 1, 2015. The District and the Association shall work collaboratively to determine the responsibilities, qualifications, and evaluation criteria for said positions. These positions shall be voluntary, two-year appointments, with the assignment to the position being on a seniority rotation basis. If a unit member up for a department head assignment elects to opt out, they must go to the end of the rotation. Department heads will be afforded up to 5 days per year release time. The release time (scheduled by mutual agreement of the unit member and the building administrator) shall be used to fulfill professional responsibilities related to the position and to collaborate with department / grade level colleagues as well as the Executive Director of Curriculum, Instruction, and Professional Development. The additional stipend for these positions shall be set forth in Article XV, B, 8. Extra Pay for Extra Services.

ARTICLE V - EMPLOYMENT POLICY

- A. The Superintendent and the Association are desirous of maintaining a superior teaching staff. Therefore, it is agreed that the Superintendent will make available, through adequate and timely publicity, all unit positions which are, or will be available in the system. This publicity will include notice in all faculty rooms thirty (30) days prior to the filling of such vacancies.

Teacher reassignment will be handled in the following manner: Any teacher who wishes to be considered for reassignment to another grade level or subject area shall indicate such by submitting a letter of interest to the Superintendent and building principal by March 15th of the school year prior to the potential reassignment. The

letter of interest should be submitted annually. If there appears a possibility that teachers will be reassigned, all teachers who may be eligible for the reassignment will be invited to visit with the Superintendent, or his/her designee, to discuss the reason for the potential reassignment before any decision is made. The Superintendent, or his/her designee, will take into consideration the teacher's preference and seniority on reassignment but the final decision will be made by the Superintendent. After discussion with the teacher(s) and consideration of volunteers for the position(s), the teacher(s) who is (are) to be reassigned will be notified of the reassignment. If the teacher who is reassigned is not one of the volunteers, the Superintendent and the principal(s) will meet with the teacher selected for the position to review the reasons for the reassignment.

- B. The term "seniority", as used for layoff and recall purposes shall be defined as follows: Length of continuous service within the District computed from the most recent date of hire within the unit, applied within a tenure area, subject only to the specific exceptions set out below:
 - (1) Where a unit member has previously been employed within the unit, thereafter worked outside but within the School District, and returned to unit membership, time spent outside the bargaining unit shall not be counted for seniority purposes but all time spent within the bargaining unit shall be included.
 - (2) Paid leaves of absence will be included within the seniority calculations and shall not be deemed to be a break in seniority.
- C. Teacher employees who are non-residents of the District and who wish to have their child attend the East Rochester Union Free School District may do so upon appropriate notification to the District. For teacher employees whose children do attend the East Rochester Union Free School District, non-resident tuition will be waived.

ARTICLE VI - SUMMER SCHOOL

The policy of the Board of Education is to provide a summer school program in keeping with the needs of the District. The District will post summer school positions by June 1 of each year. Full-time, certified, qualified teachers employed by the District will be given first consideration.

ARTICLE VII - PROTECTION OF TEACHERS

- A. ASSISTANCE IN ASSAULT CASES
 - 1. Principals and teachers shall be required to report all cases of assault suffered by teachers in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report and proceed according to Education Law.

2. The school counsel shall inform the teacher immediately of his or her rights under the law; shall provide such information in a written document, and shall notify the teacher of his or her readiness to assist the teacher as follows:
 - a. By obtaining from police and/or from the principal relevant information;
 - b. By accompanying the teacher in court appearances;
 - c. By acting in other appropriate ways as liaison between teacher, police and the courts.

B. TEACHER DISCIPLINARY ACTION-LEGAL COUNSEL

The Board will provide legal counsel to teachers in any litigation arising out of disciplinary action taken while in the discharge of duties within the scope of his or her employment. The teacher must, however, within ten (10) days of service of summons, complaint or other legal paper, deliver the original or a copy thereof to the Superintendent.

C. TRANSPORTATION OF STUDENTS BY TEACHERS

Although teachers will not be required to use their own cars to transport students to school-sponsored or school connected events, if they choose to and with Administrative approval, they will be covered under the Board-provided comprehensive secondary insurance. Approved transportation of students by teachers will be reimbursed at the IRS rate.

D. PERSONNEL FILES

- (1) The official District personnel file shall be kept in the Central Office.
- (2) A teacher and his or her representative, if he/she so desires, may have access to all material in his/her file during normal business hours, except pre-employment recommendations and material not connected with employment, such as references for other than District employment. If the teacher has any concern about his/her personnel file, he will make that concern known to the central administration as soon as possible.
- (3) A teacher shall be allowed to have copies made of any documents contained in his/her file, exclusive of recommendations. Teachers will assume cost at the going rate.
- (4) No material shall be placed in a teachers' personnel file without teacher acknowledgment. A teacher must acknowledge receipt of such material and may submit a written notation regarding any material. The same shall be attached to the file copy of the material in question.
- (5) Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student or other person shall be called to the attention of the teacher within five (5) days of the complaint if the complaint is to be placed in the teacher's personnel file.

- (6) The procedures of the above paragraph apply to these records as well as all others placed on file.

ARTICLE VIII – ABSENCE FROM DUTY

A. PERSONAL AND FAMILY ILLNESS

All full-time teachers shall be allowed twelve (12) days absence each year, without any deduction in salary, due to personal or immediate family illness or accident in immediate family or for unusual circumstances brought about by illness or accident in the immediate family. These days will be taken from the personal Sick Leave Reserve. Immediate family will be defined to mean spouse, child, father, mother, sister, brother or relative living in the household.

Any of the above unused days shall be credited to a sick leave reserve. The total limit of this reserve shall be 230 days.

A doctor's statement shall be presented before payment can be made when absence due to illness exceeds five (5) consecutive days. (Form provided by school office before sick leave payment can be made.)

(1) Sick leave part-time teachers - definitions:

- (a) Part-time teacher: That teacher employed on a regular basis but whose work is less than thirty school hours per week.
- (b) Sick day: for part-time teachers, a sick day is that scheduled work day they are regularly assigned. For example, a teacher working 3/5 time gets a sick day equal to that fractional time. The intent is that a sick day equals the work day and that pay for a sick day equals pay for one part-time work day.

(2) Part-time teachers shall be allowed Twelve (12) days of absence due to personal or family illness or accident each year without deductions in salary. Any unused sick days at the end of the school year shall be credited to a Sick Leave Reserve proportionately restricted as for a full-time teacher.

(3) Any part-time teacher who has accumulated unused sick days at the end of a school year and who will move to a full-time work schedule the following year, such accumulated unused sick days will be pro-rated and converted to full-time day equivalents. For example, a 3/5 part-time teacher who has not used the 12 part-time sick days per year and who moves to a full-time schedule will have accumulated 3/5 of (12) full-time sick days or seven (7) full-time sick days.

B. SICK LEAVE BANK

See Appendix the ERTA shall administer the sick leave bank.

C. PERSONAL ACCIDENT

The personal illness procedure shall apply to personal accident except that:

- (1) The District carries employees' compensation insurance. In the event of accident covered by such insurance, professional employees shall be paid the difference between the wage allowance under compensation and the salary which would have been earned had there been no absence from duty.
- (2) Any award for permanent injury or disfigurement is excluded in this consideration.

D. DEATH IN THE FAMILY

In the event of death in the family, the following days are allowable and such absences shall not be taken from Sick Leave Reserve.

- (1) Five (5) consecutive workdays during the school year for spouse, son, daughter, father, mother, sibling, father/mother-in-law.
- (2) Three (3) days for brother/sister-in-law, grandparents, grandchild.
- (3) One (1) day will be allowed for aunts, uncles, cousins, nieces and nephews.
- (4) Days granted only if necessary to actually attend except as modified below.

In the event a bereaved employee does not use the full allotment of consecutive work days as stated in §1 and §2 above but requires the unused days for business matters associated with the death, e.g., legal matters connected with the estate, dissolution of property, etc., the bereaved may request the balance of days remaining to be used for such purposes from the Superintendent of Schools. These days must be requested and used within thirty (30) days of the death and may be granted at the sole discretion of the Superintendent of Schools.

In the event of the death of an individual covered by the provisions of §§ (1) (2) (3) of the agreement which occurs outside of the country, or occurs at such a distance which delays attendance at the funeral, e.g., through an act of war, the employee affected will be allowed two (2) bereavement days immediately without the requirement of § (5)

E. JURY DUTY

Professional employees called for jury duty shall receive their salary less jury fees.

F. PERSONAL BUSINESS DAY

Two (2) days per year will be granted for personal obligations. These days shall not be cumulative, shall not be the last day before a vacation or the first day following, except at the discretion of the Superintendent, and will not be taken from sick leave. Notice of absence for personal reasons to be filed prior to absence whenever possible, but statement of reason is not required. Personal obligations shall be interpreted to mean those obligations that are impossible to be satisfied other than during school hours. They should not be interpreted to mean planning or being involved in work or employment other than that directly related to education. Possible business day obligations include but are not limited to:

Wedding (self, close friend or immediately family);
College graduation of son or daughter;

Transporting son or daughter to and from college;
Receiving an advanced degree;
Subpoena, court attendance, house closing, moving;
Religious observance;
Death (other than immediate family);
Personal business having a direct application to the teacher's duties;
Emergency family or personal obligations, the first day used for this reason shall be in the discretion of the Superintendent.

If a unit member requests use of a personal business day on or after the first day of May, he/she shall state the reason for the request on the district form. Legitimate requests shall not be denied.

The Superintendent may grant up to an additional two (2) personal business days for any of the personal obligations listed above when a unit member submits a written request and provides specific reasons. The Superintendent's decision is not subject to the grievance process.

Two (2) unused Personal Obligation Days may be added to personal sick leave accumulation at the end of the school year.

G. VISITING DAYS

Any professional employee on the permanent staff will be allowed one visiting day each year to visit another school or attend a conference, provided such visit is approved, in advance, by the Superintendent of Schools. Professional employees will be responsible for expenses involved on such visits when the visiting day is initiated by the employee. However, when the visiting day is initiated by the School District, the School District will bear the traveling expenses.

H. PREGNANCY DISABILITY LEAVE/CHILD REARING LEAVE PREGNANCY DISABILITY LEAVE

1. Written request for a pregnancy disability leave is to be delivered to the building principal as soon as practicable after the pregnancy has been confirmed but not later than three months prior to the anticipated leave date.
2. A teacher who is ill/ disabled will be able to utilize sick days for the 6-week (natural birth) or 8 week (cesarean section) postpartum childbirth. The teacher shall submit a written note from the physician stating the dates of the disabling condition. Unpaid days will be available where the number of sick days will run out.
3. During a paid leave of absence, the teacher will receive all contractual benefits and there will be no interruption of seniority.
4. Family and Medical Leave Act will run concurrently with the leave.
5. Unless additional unpaid leave of absence is applied for, the teacher is expected to return to the position on the next workday after the disabling condition ends.
6. Paid leave includes regular compensation but not money for stipends and extracurricular activities.

UNPAID CHILD REARING LEAVE

1. A teacher no longer ill/disabled due to pregnancy is expected to return to work unless a childcare leave is requested.
2. A written request must be made to the district at least 30 days before the requested date of the unpaid childcare leave. The board may approve or deny the request.
3. Leaves will be granted on a case-by-case basis.
4. Upon return, the teacher shall be placed in the same or similar position for which qualified. All benefits shall be reinstated upon his/her return; however, the teacher shall not advance in salary unless the teacher taught at least through February of the school year in which his/her leave commenced.
5. Time spent on the unpaid leave of absence shall not be credited toward completion of the probationary period. A teacher may continue, at his/her own expense, participation in the group health, dental, vision, and life insurance programs.
6. The teacher will be restored to a position within his/her certification or tenure area upon return to the district.
7. The teacher wanting to return earlier than the original approved date will submit a request to the superintendent for consideration.
8. No benefits accrue while on an unpaid leave of absence.
9. Family and Medical Leave Act leave will run concurrently with this leave, if applicable.

I. ADOPTION LEAVE

- (1) Any teacher adopting a child or children will be granted a one-year leave of absence without pay upon request.
- (2) Upon return the teacher shall be placed in the same or similar position for which qualification exists. All benefits shall be reinstated upon teacher's return. Salary will commence at the next appropriate salary step for that individual. (For example, a teacher who leaves after a year when on step 12 will be placed on step 13 when he or she returns.)

J. NOTIFICATION OF ABSENCE

Notification of absences shall be made as soon as possible to the principal or principal's designee of your school so that adequate substitutes may be secured. In case of absence not mentioned in the above regulations, the Principal of your building shall be contacted sufficiently soon so that approval and necessary arrangements may be made.

K. TERMINATION OF EMPLOYMENT

Upon termination of employment other than retirement, all sick leave allowance is canceled. No payment for unused reserve will be made.

L. SALARY DEDUCTION

In the event of full salary deduction, 1/200th of the annual contract salary minus substitute salary will be deducted for each full day's absence. Effective July 1, 1988, in the event of full salary deduction, 1/200th of the annual contract salary will be deducted for each full day's absence.

M. NOTIFICATION OF RETURN

After an extended period of paid or unpaid leave, the unit member will provide the District with a written notice of intent to return or not return to work, especially if said return date or intent was not indicated on the initial request for leave.

ARTICLE IX - PAID PROFESSIONAL LEAVES

A. INTENT

The intent of the paid professional leave program is to permit the regularly certified full-time professional employees to further their professional growth on a long-term basis and to qualify themselves for better professional service to the District.

It should be understood that the paid professional leave program is a privilege and not a right of employment. The mere completion of the minimum number of years of employment does not in itself justify the expectation of leave.

B. PURPOSES FOR WHICH PAID PROFESSIONAL LEAVES MAY BE GRANTED

Professional staff members who have completed satisfactory service in the East Rochester Public Schools may apply for a paid professional leave to improve personal and professional preparation. The specific reason for a request for leave will vary from person to person. However, it is expected that most requests will fall in the following areas:

- (1) Study: Advanced study in a recognized field which enables participants to improve their teaching, administrative and supervisory skills and thus enhance the educational program of the East Rochester Public Schools.
- (2) Research: Participation in a research program, individual research or institutional research which will improve knowledge of his field and better prepare the individual staff member for service to East Rochester Public Schools. Along with research some staff members may want to use a professional leave to write a dissertation, a textbook or a series of articles.
- (3) Teaching: There are many excellent school systems in which new and exciting explorations are taking place. It would seem to be a benefit to the East Rochester Public Schools to allow its teachers to use a paid professional leave in teaching in an outstanding school system. This might be teaching at a university, in a foreign school in experimental or institutional settings, or in an eminently superior school setting. Such participation should be a significant addition to our own curriculum and procedures.
- (4) Industry: There may be times when a staff member would gain by using a paid professional leave to work in industry. Industrial experience would prove beneficial to those teachers dealing with programs related to industry or business.

C. LENGTH OF PROFESSIONAL LEAVE

- (1) It is assumed that in most situations the request for paid professional leaves will be a request for a full year away from the school. However, consideration will be given to half-year absence.
- (2) If the one-year leave of absence is not sufficient for the completion of an academic program or perhaps a research program, participants may apply for an additional leave of absence without pay with assurance of reappointment to the system upon completion of this leave.

D. ELIGIBILITY AND QUALIFICATIONS

- (1) All full-time professional employees of the School District who meet the requirements listed are eligible to apply for the paid professional leave program.
- (2) Length of Service: An application for paid professional leave will be accepted after an applicant has served satisfactorily as a full-time professional employee in the East Rochester Public Schools for a period of (5) years.
- (3) Application forms for a paid professional leave should be obtained from the Superintendent. Completed applications must be returned to the Superintendent by March 1 of the year prior to the school year for which the leave is requested.
- (4) The granting of a paid professional leave for a given individual in a given year is contingent on the availability of a suitable replacement. If a suitable replacement is unavailable in a given year and an applicant is denied the granting of a paid professional leave for that reason, he will receive priority for the following year or when a suitable replacement is available.
- (5) No more than two members of the professional staff regularly employed in a given year may be granted paid professional leave.
- (6) A candidate, having made application for a paid professional leave, will be allowed to withdraw as a candidate without penalty if his withdrawal comes prior to the employment of his replacement or when other arrangements can be made for the given school year. If a candidate withdraws his application in a given school year, he will remain on the eligibility list until his paid professional leave is taken.
- (7) The granting of a paid professional leave will in no way jeopardize the applicant's eligibility for receiving fellowships or other leaves of absence at later dates. Time spent on professional leave will be considered equivalent to service within the School District except that it will not be considered as a year of service in computing the five-year requirement for an additional paid professional leave.

E. STIPENDS AND BENEFITS

- (1) An applicant who has received a paid professional leave for a full year may be granted up to one-half his normal teaching salary for which he is eligible during the

year he takes his leave, exclusive of extra duties. If he is granted a half-year paid professional leave, he can be granted up to his normal teaching salary for that half year.

- (2) The salary to which a paid professional leave recipient is entitled will be paid on a regular school year payroll schedule.
- (3) Paid professional leave shall be considered as service for a regular step on the salary schedule.
- (4) Credit for hours accrued on a paid professional leave will be granted immediately after returning from leave, subject to the restrictions of the salary schedule in effect at that time, and the receipt of an official transcript.
- (5) A person awarded a paid professional leave will be eligible for across-the-board salary increases which become effective while he is on leave.
- (6) A person awarded a paid professional leave will be appointed to at least a comparable position on his return.
- (7) Provisions will be made for health insurance, major medical and other fringe benefits for which a person would normally be eligible.
- (8) Recipients of a paid professional leave must report scholarships, grants in aid, teaching salaries, fellowship aid, research grants or other forms of related income. The salary grant from the School District may be contingent on these other forms of income. Total income while on leave shall not be more than the scheduled local teaching salary.

F. OBLIGATIONS

- (1) Recipients of a paid professional leave from the East Rochester Public Schools are obligated to return to the East Rochester Public Schools to serve a minimum of two years after completion of their leave program.
- (2) If for some reason a person does not return to the East Rochester Public Schools after the completion of his paid professional leave and any extensions such as a leave of absence without pay, he shall contract to reimburse the School District for all monies expended by the District for his benefit during the extent of the paid professional leave.
- (3) If a person returns to the School District but leaves before his obligations are completed, he must reimburse the School District proportionately for the time yet to serve under the conditions outlined in (2) above.
- (4) In the event of death or disability, the recipient of a leave of absence or his estate would not be expected to reimburse the School District.
- (5) Along with the application for a paid professional leave the teacher must submit a detailed plan of the way in which the paid professional leave would be spent and

its educational relevance. This plan shall be evaluated in terms of its educational relevancy and approved by the Superintendent before the professional leave is granted.

- (6) All recipients must follow carefully their proposed and accepted plan and any deviations from this plan must be reported immediately to the Superintendent. The continuation of the paid professional leave will be dependent upon acceptance of the change in plans. This, of course, would not be applicable to small changes in college study plans as perhaps would be dictated by the chairman of a degree program or of a department.
- (7) All paid professional leave recipients must make a comprehensive final report to the Board of Education, the Superintendent and to other groups within the school setting as directed by the Superintendent.
- (8) Interim reports, while not necessary, are desirable and would be welcomed.
- (9) If a paid professional leave is given for study, there will be no restrictions as to the minimum number of hours taken in a given semester, or a given year, but the anticipated program will be approved by the Superintendent, and it is expected that a recipient will carry on a full-time study program.
- (10) On paid professional leaves granted for research, the major part of the recipient's time must be spent in active research endeavors. This would include active field research plus library research and writing of reports of the research such as in a doctoral thesis.
- (11) It is expected that on paid professional leave programs granted for teaching as outlined under "Purposes", the work would be of such a nature that benefits could be derived by the East Rochester Public Schools on the return of the recipient.

ARTICLE X - GRIEVANCE PROCEDURE

A. DEFINITION

Any dispute concerning the interpretation of application of this Agreement may be raised as a "Grievance" by either party to this Agreement. Days are to be working days, which shall mean all days the District Office is open but not including recess periods.

B. TIME LIMITS

- (1) Since it is important that grievances be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum and every effort will be made by all parties to expedite the process.

- (2) The primary purpose of the procedure set forth in this article is to secure, at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers or the Board. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.
- (3) The time limits may be extended by mutual agreement.

C. GENERAL PRINCIPLES

- (1) It shall be the firm policy of the Board to assure to every teacher an opportunity to have unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
- (2) The failure of an aggrieved party to raise a grievance in the prescribed time period or to proceed to the next step within the time limit set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, provided, however, in the event new facts are obtained which were not previously known to him but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated; provided further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated the presentation of such evidence to the parties in interest shall constitute ground to reopen the grievance at the level at which it had been terminated.
- (3) At any level, the failure of an Administrator to communicate his decision to the teacher within the specified time limits shall permit a teacher and/or the professional status committee to proceed to the next level.
- (4) If a grievance is filed on or after June 1st through September 15, Days between June 1 to and through September 15 shall mean teacher working days. For grievances filed at any other time during the school year, days shall be as defined in Section A.
- (5) Forms for filing grievances, serving notice, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared. The Board shall then print appropriate forms for distribution so as to facilitate operation of the grievance procedure.
- (4) Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to all interested parties.
- (5) If in the judgment of either party, a grievance affects a group or class of teachers and appears to arise from the alleged action of authority higher than the Principal of a school or is associated with system-wide policies, it may be submitted directly at Step 2, to be described below.

- (8) Every effort will be made to schedule grievance hearings after school hours. If unable to accomplish it after the hours of employment, investigation of grievances as may be required shall be conducted during the hours of employment. In the course of such investigation, representatives of the Association will advise the Principal of the building being visited of the purpose of the visit immediately upon arrival. Every effort will be made to avoid interruption of classroom activities and to avoid involvement of students in any phase of the grievance procedure.
- (9) Nothing contained herein will be construed as limiting the right of any party having a grievance to discuss the matter informally with any appropriate member of the other party and having the grievance adjusted without imposition of the formula procedure, provided such adjustment is not inconsistent with the terms of this Agreement.

D. STEPS IN THE GRIEVANCE PROCEDURE

- (1) All grievances must be reduced to writing and submitted to the teacher's immediate superior or to the teacher (if grievance is raised by the Board) within twenty (20) days after the event occurred giving rise to the grievance. A written answer to the grievance must be rendered within five (5) days.
- (2) If not settled, the grievance may, within ten (10) days, be submitted to the Superintendent or the President of the Association. A meeting on the grievance shall be held within ten (10) days and a written decision on the grievance rendered within five (5) days thereafter.
- (3) If not settled, the grievance may, within ten (10) days, be submitted to the Board or President of the Association, who shall consider the same within five (5) days or at its next scheduled meeting, whichever is later. A decision shall be rendered within ten (10) days thereafter.
- (4) If not settled, the grievance may, within fifteen (15) days, be submitted to final and binding arbitration before an arbitrator selected according to the procedures of the American Arbitration Association.
- (5) The arbitrator's decision will be in writing and will set forth his finding of fact, reasoning and conclusions of the issues submitted.
- (6) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- (7) The arbitrator shall not have the power to add to, subtract from, vary, modify or amend the terms of this Agreement.
- (8) Arbitration shall not have the authority to deny to the Board or the Association membership any function, judgment and discretion granted to the Board or the Association membership by law.
- (9) Cases involving moral turpitude or professional competence will not be arbitrated.

- (10) The decision of the arbitrator shall be final and binding upon all parties and shall become a part thereof.
- (11) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

ARTICLE XI - HEALTH INSURANCE

A. HOSPITAL, SURGICAL, MEDICAL PLAN

Recognizing current practice, the Board of Education will make available to all qualifying teachers who elect to become members, BluePoint 2 Extended, BluePoint 2 Select, BluePoint Value, Blue Million (Blue Million plan expires 01/01/2013), Classic Blue, and other plans provided to the consortium and mutually agreed upon by both the Association and District.

- (1) Effective July 1, 2015 the base plan for health insurance shall be Blue Point 2 Value w/ RX Rider. The District shall make a premium contribution to any plan chosen by the unit member equal to the following percentage of the Blue Point 2 Value base plan as outlined below.

Contract Year	District Premium % Contribution of Base Plan
2015-2016	96%
2016-2017	94%
2017-2018	92%
2018-2019	90%
2019-2020	88%

- (2) Regardless of the plan chosen by the unit member, any remaining premium liability after the District's base plan contribution shall be the responsibility of the unit member.
- (3) If the unit member chooses a plan where the full premium is less than the District's base plan contribution, then the savings shall be the District's.
- (4) A Joint Benefits Committee composed of an equal number of representatives from the District and the Association shall meet periodically to examine trends, areas of interest, savings opportunities, etc. in the area of employee benefits, including but not limited to health insurance. Any recommendations from the committee may be submitted to the Superintendent and ERTA president for consideration and possible implementation.

Effective July 1, 2013 and thereafter

- (1) The district contribution towards the premium for all retired employees will be based on the respective Years of Service / % Premium schedules in the current

contract. However, the new base plan for all retirees will be BP2 Select for those retirees up to age 65 AND Classic Blue Secure w/ \$10/\$25/\$40 Rx rider for those retirees age 65 and older

In the event that the parties mutually agree to change to an alternate health plan, all benefits of the plan shall be equal or better for all individuals covered under the current agreement, including retirees.

Health Insurance for Retirees prior to July 1, 2006.

Years	Premium Paid by District
20+	100
19	95
18	90
17	85
16	80
15	75
14	70
13	65
12	60
11	55
10	50

Effective July 1, 2006 retirees' health insurance will be paid as follows:

Years	Premium Paid by District
20+	1% per year not to exceed 95%
20	85
19	80
18	75
17	70
16	70
15	65
14	60
13	55
12	50
11	45
10	40

Employees retiring with less than ten years of service may enroll in the District health plan by paying the full cost of the premium.

Regarding retirees, employees who retire with a family plan may continue the family plan into retirement. The surviving spouse of a retiree will be allowed to continue in a single plan or family plan if he/she contributes 100% of the cost.

The District agrees to pay 100% of the premium cost for the Extended Dependent Care Rider for employees who retired prior to July 1, 1994. Retirees after that date will share in the cost of the premium based on the above schedule of years of service.

The Drug Card for all past retirees and retirees as of July 1, 2003 who enroll in Blue Million or equivalent plan will be \$5 and \$10.

The District will also offer Medicare Blue Choice with Drug Card for retirees.

The District will provide for portability of health insurance in retirement by reimbursing premiums of retired employees who live out of state with the equivalent of the cost of premiums for instate retirees.

B. DENTAL PLAN

The District shall pay 85%% of the premium costs for the Smile Saver Dental Plan, Option 1 plan for the duration of the Agreement.

C. EMPLOYEE ASSISTANCE PROGRAM

The District will make available an Employee Assistance Program.

D. FLEXIBLE SPENDING ACCOUNT

The District will make available a Flexible Spending Account Program. Unit members will be allowed to contribute up to the maximum allowable by law.

E. HEALTH INSURANCE BUYOUT

The Health Insurance Benefit Opt-out shall be calculated and coordinated annually by the Joint Benefits Committee (JBC). The JBC shall annually determine the criteria, eligibility, and dollar amount(s) for the opt-out within the parameters outlined below.

Employees who elect not to enroll in any of the District's health insurance plans, not including dental, may "opt-out" of said plans. Eligible employees include only those unit members who qualify for district health insurance and have alternative health coverage available. The opt-out stipend shall be calculated annually by the JBC and re-calculated each year thereafter. The JBC shall consider, but not be limited to, such variables as employee utilization of benefits, premium costs, and regional opt-out models and amounts when determining the opt-out stipend.

The JBC shall notify eligible employees by April 1st of each school year about the opt-out requirements and potential dollar stipend. Any eligible and interested employee must give revocable written notice of intent to the Business Office by April 20th that he/she intends to opt out of the district's health insurance plans for the following school year (July 1 – June 30) or part of the following school year (e.g. January 1 – June 30). Note: The unit member's contribution for health benefits is deducted through payroll September 1 through June 30 (10 months), for health coverage from September 1 through August 31 (12 months). In other words, unit

members who are 10-month employees pay for 12 months of health coverage over the 10 months they are working, in accordance with the time frames outlined above.

The JBC will inform all employees who have returned a written notice of intent of the status and definitive stipend amount of the opt-out by May 20th of the school year. The opt-out stipend for individual employees shall be distributed ONLY if the total District cost for all opt-out stipends (including the necessary and reasonable administrative costs for this benefit) results in a net savings to the District. The opt-out stipend shall be paid annually in June of the next fiscal year.

Prior to the expiration of the District's annual open-enrollment period, the employee who wishes to "opt-out" must provide proof of other health insurance coverage availability (e.g. subscriber card). In addition, the employee must also sign an irrevocable health insurance waiver each year that he/she was offered health insurance but chose to participate in the opt-out.

Any "opt-out" employee who loses his/her alternative health insurance coverage during the school year (e.g., divorce or death of the individual who is the health insurance subscriber) who wishes to re-enter the District's plan, must make immediate written request to the Business Office. He/she will then be re-admitted according to the rules and regulations of the insurance carrier (e.g. Excellus). If the employee is re-admitted, his/her opt-out stipend will be pro-rated on a twelve month basis.

F. Health Reimbursement Accounts (HRA's)

The Health Reimbursement Account shall be administered as follows.

- (1) The District shall make an annual dollar contribution by August 1 to each unit member's HRA as outlined below. However, the contribution is limited to those unit members who are enrolled in a District health insurance plan.

Contract Year	District HRA \$ Contribution
2015-2016	\$650
2016-2017	\$725
2017-2018	\$775
2018-2019	\$825
2019-2020	\$900

- (2) If a unit member is eligible for benefits and has been employed OR will be employed at least five (5) months for the district, he/she shall receive the HRA benefit. This benefit shall be retroactive and prorated back to the date of hire if a unit member meets the five (5) month requirement.

- (3) For those unit members who qualify for the HRA contribution, the District shall provide each unit member with a debit card to access his/her account. In addition, any unused balance will continue to be available to the unit member after he/she ends service to the district (e.g. retirement) until the account is exhausted. There will be no charge to the unit member or former unit member for these benefits. However, if a returning unit member severs service with the District between July 1st and September 1st, the annual contribution for that school year shall revert back to the District. Likewise, any new unit member appointed for employment effective between July 1st and October 1st, shall receive the respective HRA or 403(b) contribution retroactive and prorated back to September 1st. The proration shall be based on a ten (10) month school year.
- (4) Recognizing that the District is required to conform to all state and federal regulations, if any changes to the third-party plan documents for the HRA or 403(b) are required, the District and the Association agree to meet, cooperate, and address said changes.

ARTICLE XII - CURRICULUM

The Association knows that an active, ever-changing curriculum which keeps pace with the times is essential. Therefore, the following suggestions are listed below:

- A. Active curriculum committees will continue to be set up on subject matter fields. Members working on curriculum committees will be chosen by the Administration so that a full range of experience is utilized. These committees will keep abreast of new materials, current practices of other schools and experimentation taking place in their fields.
- B. By the preceding February, each curriculum committee will report its recommendations, names of teachers to work on curriculum change and an itemized budget.
- C. If a curriculum committee feels a need for additional study by a teacher, or teachers, for the purpose of meeting demands of new curriculum, a request for a grant may be made to the Superintendent. If approved, this grant would cover tuition, travel and a stipend equal to the amount offered by the Federal Government. If a teacher receives a Federal Grant, he or she is not eligible for Board reimbursement.
- D. In-service courses will continue to be given. Areas of interest will be determined in part by suggestions from classroom teachers in cooperation with Administrators. In-service courses will be given for enrichment if sufficient desire is shown by the teachers.
- E. Teachers will be encouraged to develop programs within the bounds of the established curriculum and consistent with the philosophy of the Board.

ARTICLE XIII - ASSOCIATION RIGHTS

- A. The Board of Education recognizes that it may be necessary, on occasion, for a representative of the negotiating unit to attend meetings relating to unit activities. On such occasions a request for absence shall be honored by the Superintendent provided an adequate substitute is available. The cost of the substitute will be borne by the negotiating unit.
- B. Before the Board adopts a change in policy which affects wages, hours and other terms or conditions of employment when such a proposed change is not related to a specific item in the Agreement, the Superintendent will introduce the change to the Association Executive Team for discussion and proposed recommendation to the Board of Education.
- C. Copies of this Agreement shall be made available in booklet form and in the teacher's handbook to all professional employees. It shall be the duty of the individual employee to familiarize himself or herself with the Agreement and keep material up to date and available.
- D. There shall be posted in the faculty rooms of each building notice of scheduled public Board meetings at least 24 hours in advance of such meetings.
- E. All conditions of employment as defined in this contract shall be maintained at not less than the highest standard in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

This article only refers to those items specifically enumerated in this contract and does not diminish any of the District's rights contained in this contract.

ARTICLE XIV - BOARD RIGHTS

The Board retains all the rights, privileges and authority it had prior to signing this Agreement except as specifically abridged, modified or limited by this Agreement.

ARTICLE XV – SALARIES

- A. Unit members may elect to have their salary payments calculated on the basis of 10 months (20 pay periods) or 12 months (24 pay periods). Paychecks shall be issues electronically on the 15th and 30th of each month. The final Payment due under the 12 month option will be paid in the last salary payment in June. A unit member who desires to change his or her payment option must notify the District as soon as possible, but no later than June 1, for the following school year. This payment option shall remain the default option for that unit member until he/she indicates otherwise in writing to the District.

Unit members may elect to have an amount deposited in any savings account or checking account of any financial institution that has electronic capabilities. Member electing to do so shall notify the District in writing.

B. TEACHER SALARY AMOUNTS AND CALCULATIONS

- (1) Service Credit. Service Credit for salary purposes shall be established by the Superintendent of Schools at the time a teacher is hired.
- (2a) Graduate hours earned credit. Each teacher employed prior to July 1, 1994, shall receive appropriate payment for new graduate hours approved and credited during the term of this agreement. Such payment shall be as follows:

\$240 per block of six hours for current employees and new hires.

It is the responsibility of the teacher to notify the Superintendent of any new graduate hours in order to have these graduate hours earned for salary purposes. In order to receive salary payment for new graduate hours, during the first semester, the Superintendent must be notified by October 15th of that year. In order to receive payment for the second semester, the Superintendent must be notified by February 15th of that year. Should it be impossible for teachers to comply with these deadlines for circumstances beyond the teachers control, the matter will be an issue of whether or not the teacher will receive additional payment for new graduate hours. It will be determined by the Superintendent.

Transcripts shall be submitted by the teacher to the Superintendent by October 15th and March 1st for salary adjustments. Hours shall be paid at the rate when earned and shall be a part of base salary for the calculation of percentage increases as listed below.

Additional limitation on graduate credit hours: Graduate credit hours must be paid in blocks of six (6) hours of approved graduate level work and will not be paid for any hours over 60 hours, except in the case of teachers who were employed as of September 1975, and who were at the time in possession of hours beyond 60, to the extent that they were possessed of hours beyond 60 at that time.

Fifteen (15) in-service hours taken outside of the work day equals one graduate hour. All in-service hours are subject to the prior approval of the Superintendent, in his sole discretion.

- (2b) Effective July 1, 1994, for all new employees, a differential of two thousand dollars (\$2,000) will be added to the salary of those teachers who possess a Masters' Degree from an approved educational institution. The District pays the differential for one Masters' Degree only. An additional fifteen hundred dollars (\$1,500) will be paid for the CAS degree and an additional fifteen hundred dollars (\$1,500) will be paid for an earned Ph.D. or Ed.D. from an approved educational institution. The District will pay for only one each of the degrees earned by an individual.

For Salary purposes it is the responsibility of the teacher to notify the Superintendent of any new degree earned. College transcripts shall be accepted documentation to verify the new degree. The method of payment shall be as follows:

- (i) For a new degree earned after February 15th of the prior school year and/or over the summer of the current school year, the Superintendent must be notified and documentation must be provided by October 15th of the current school year in order to receive the full differential paid out as additional salary during the current school year.
 - (ii) For a new degree earned after October 15th of the current school year the Superintendent must be notified and documentation must be provided by February 15th of the current school year. The differential payment shall be prorated beginning February 1st and the pro-rated amount shall be paid as additional salary through June 30th of the current school year.
 - (iii) If a teacher notifies the Superintendent of a new degree and provides documentation after February 15th of the current school year, the full differential shall be paid as additional salary effective September 1st of the next school year.
 - (iv) Should it be impossible for teachers to comply with these deadlines for circumstances beyond the teacher's control, the matter will be an issue of whether or not the teacher will receive additional payment for a new degree. It will be determined by the Superintendent.
- (3) Effective July 1, 2015 the following longevity payments will be paid upon achieving the requisite years of service in private and/or public schools and added to base salary.

Years of Service	Longevity
3	\$750
5	\$1,000
10	\$1,000
15	\$1,250
20	\$1,500
25	\$1,500
30	\$1,750
35	\$2,000
40	\$2,500

Example: Teacher "A" is in their 20th year of credited service they will receive an additional \$1500 dollars during the year. That amount will then be applied to the base before the July 1st increase is applied.

- (4) The total of the foregoing items shall be known as "Total Base Salary".

(5) Starting Salaries during this agreement shall be:

2015-2016: \$35,000
2016-2017: \$37,000
2017-2018: \$39,000
2018-2019: \$41,000
2019-2020: \$43,000

(6) Salary

The aggregate salary increases shall be:

2015-2016: Each unit member will receive \$1,000 added to his/her prior year's total base salary and then an additional 1.25% of this total for his/her 2015/2016 total base salary

2016-2017: Each unit member will receive \$1,000 added to his/her prior year's total base salary and then an additional 1.30% of this total for his/her 2016/2017 total base salary

2017-2018: Each unit member will receive \$1,000 added to his/her prior year's total base salary and then an additional 1.35% of this total for his/her 2017/2018 total base salary

2018-2019: Each unit member will receive \$1,000 added to his/her prior year's total base salary and then an additional 1.45% of this total for his/her 2018/2019 total base salary

2019-2020: Each unit member will receive \$1,000 added to his/her prior year's total base salary and then an additional 1.50% of this total for his/her 2019/2020 total base salary

C. EXTRA PAY FOR EXTRA SERVICES

- (1) The schedule of extra pay for extra services will be according to the schedules which are annexed hereto and made a part hereof.
- (2) The East Rochester Teachers' Association and its members have exclusive rights to any of the Extracurricular Activities that are listed in the following Stipend Schedule. The members will be given first right to acceptance or refusal of these positions. If no unit member wishes to take any of these vacancies, then the district may go outside the bargaining unit to fill these positions.

Prior to the start of the school year and/or the fall sports season the process of filling these positions occurs before new teachers are hired. Therefore, any open positions during the summer will be offered to new members upon their arrival. The District and Association acknowledge that a non-member candidate who meets the

Commissioner Regulations for coaching and has been coaching for the District for a specific sport and level for three consecutive years and has earned successful evaluations each year by the Director for Health, PE and Interscholastic Athletics may have right of first refusal for that coaching position.

- (3) Teachers coming into the District who have prior experience in an extra duty area may, at the discretion of the Superintendent, be granted full or partial credit for such prior experience if the teacher is assigned to an extra duty area comparable to that in which such prior experience was gained.
- (4) Extra services pay rates
 - (a) Regular teaching staff members employed for student contact outside the regular school year shall be paid as follows:
 - (1) \$31.25 per hour or 1/200th of the teacher's salary, prorated for hours worked (based on a 7 hour day), whichever is less for teaching summer school
 - (2) \$31.25 per hour for instructional tutoring
 - (3) \$31.25 per hour for summer screening
 - (b) Teaching staff members employed for summer curriculum work shall be paid as follows:
 - (1) \$21.04 per hour for developing written curriculum or modifying curriculum in accordance with guidelines to be established by the Superintendent.
 - (2) \$14.85 per hour for staff development, in-service training or other programs as determined by the Superintendent.
 - (c) Unit members who proctor student assessments outside the regular work day shall be paid in accordance with ERTA Contract Article XV(B)(4)(a)(2)
 - (d) The district can request ERTA members who have formally requested to be considered to substitute for a teacher who is required to attend a required meeting.

In order to be considered ERTA members must formally apply to the Superintendent of Schools to express their interest in filling these assignments. These assignments can only be accepted in lieu of a teacher's planning period and no substitute assign can be made during a teacher's class or supervisory assignments.

The Compensation for this assignment shall be \$22.00 per class. The teacher who fills one of these vacancies shall submit a time sheet recording on it each instance they cover a class.

It is further agreed that these assignments are to cover for a teacher who is required to attend mandatory administrative meeting (e.g. CSE) only.

The decision of which rate applies shall be made by the Superintendent in consultation with the Association President.

- (5) When teachers are approved to be reimbursed for out of pocket expenses, the teacher must submit a voucher within fifteen (15) working days of the date the expenses were encumbered or from the date the teacher is notified of the expense either from direct billing or credit card notification.

The District shall reimburse the teacher within fifteen (15) working days after the submission of the voucher.

Curriculum writers, project leaders **, and teachers attending workshops will be compensated for hours worked in the next pay period following the submission of the required paperwork.

**The project leader stipend will be paid upon the submission of the completed document and required paperwork.

- (6) Counselors will be required to work up to twenty (20) days between the end of the teachers' work year in June and the beginning of the teachers work year in September. The pay for each of these dates will be 1/200 the counselor's annual salary.

The specific days will be determined by the principal in consultation with individual counselors.

- (7) insofar as possible, teachers assigned to extra duty areas shall receive written notification of such assignment not later than June 1 of the preceding school year
- (8) The stipend for department/grade level chair shall be \$1,500 per year for departments/grade level of up to 5 unit members. The department/grade level chair stipend shall be increased by \$300 for each unit member above 5 members in a department/grade level. (Example: the stipend shall be \$2,100 for a seven-member department.)
- (9) The Lead Supervisor - Supervises ticket taking athletic events and directs other supervisors as assigned by the athletic director. He/She may assist in coordinating visiting team's arrival and lockers, Ticket/cash boxes, officials & vouchers, Security workers, and others as needed. (see Salary Schedule Extra-Curricular Activities for rate)

D. EXTRA CURRICULAR ACTIVITIES STIPEND SCHEDULE

Salary Schedule Extra Curricular Activities 2015/16 to 2019/20

Position	2015-16	2017-18	2019-20
Elementary Reflection Room/PBIS	\$1,000	\$1,200	\$1,500
Chess Club	\$1,000	\$1,200	\$1,500
Middle Level Newspaper Advisor	\$1,500	\$1,700	\$2,000
HS Newspaper Advisor	\$1,500	\$1,700	\$2,000
Ski Club Advisor	\$1,500	\$1,700	\$2,000
Senior Class Coordinator	\$2,000	\$2,200	\$2,500
After School Academic Supervisor (TBD)	\$3,000	\$3,200	\$3,500
Secondary Detention	\$4,000	\$4,200	\$4,500
HS Dramatics Music Director	\$4,000	\$4,200	\$4,500
Middle Level Musical Director	\$4,000	\$4,200	\$4,500
Advisor 8th Grade Trip	\$2,000	\$2,200	\$2,500
Advisor Freshman Class	\$2,000	\$2,200	\$2,500
Advisor Junior Class	\$2,000	\$2,200	\$2,500
Advisor MLA Student Council	\$2,000	\$2,200	\$2,500
Advisor Senior Class	\$2,000	\$2,200	\$2,500
Advisor Sophomore Class	\$2,000	\$2,200	\$2,500
Advisor Student Council	\$2,000	\$2,200	\$2,500
Hallway Supervision 2:30pm - 3:15pm	\$20 per time up to \$2500 per year		

Supervisor application dates	
Fall	June 30th
Winter	Sept 30th
Spring	Jan 30th

Chaperoning		
\$ per hour rate up to 8 hours per day		
2015-16	2017-18	2019-20
\$25.00	\$27.00	\$30.00

Lead Supervisor		
See job description on previous page		
2015-16	2017-18	2019-20
(+\$25.00)	(+\$27.00)	(+\$30.00)
Additional to the Rate per Game		

Athletic Supervising	Athletic Supervising		
Athletic Supervising starts 30 min before the scheduled contest and ends 30 min after the end of the contest	Modified Sports		
	2015-16	2017-18	2019-20
	\$50.00	\$52.00	\$55.00
	Single Game		
	2015-16	2017-18	2019-20
	\$75.00	\$77.00	\$80.00

Athletic Supervising		
JV/V Combined		
2015-16	2017-18	2019-20
\$100.00	\$102.00	\$105.00

Varsity Football		
2015-16	2017-18	2019-20
\$125.00	\$127.00	\$130.00

Salary Schedule Extra Curricular Activities 2015/16 to 2019/20

Position	Step
Celtic Music Society	A
Environmental Club	D
FBLA	D
Foreign Language Club	D
Gay Straight Alliance	D
HS Art Club	D
HS Link Crew Advisor	D
HS Literary Club	D
HS Mastermind	D
HS Math Team	D
HS Model UN Advisor	C
HS Musical Artistic Director	B
HS Musical Choreographer	B
HS Science Olympiad #1	A
HS Science Olympiad #2	A
HS Yearbook Advisor #1	B
HS Yearbook Advisor #2	B
Hype Supervisor	D
JH Honor Society	D
Middle level Activity Coordinator	D
Middle Level Art Club	D
Middle Level Computer Lab	B
Middle Level Intramural Director	D
Middle Level Link Crew Advisor	D
Middle Level Musical Assistant Director	B
Middle Level Science Olympiad #1	C
Middle Level Science Olympiad #2	C
Middle Level Yearbook Advisor	D
Musical Set Construction	B
Musical Set Design	B
National Honor Society Advisor	D
Stage Crew Advisor	B
Varsity Club	D
Electric Coffeehouse	D

Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A = 100+ Hours per year	\$ 2,000	\$ 2,250	\$ 2,500	\$ 2,750	\$ 3,000	\$ 3,250
B = 75-100 Hours per year	\$ 1,600	\$ 1,850	\$ 2,100	\$ 2,350	\$ 2,600	\$ 2,850
C = 50-75 Hours per year	\$ 1,200	\$ 1,450	\$ 1,700	\$ 1,950	\$ 2,200	\$ 2,450
D = 25-50 Hours per year	\$ 900	\$ 1,150	\$ 1,400	\$ 1,650	\$ 1,900	\$ 2,150

New Club proposals for the following school year are due February 1st for review by the joint District ERTA extracurricular committee

Clubs may submit a proposal to move a step to the joint District ERTA extracurricular committee on February 1st for the following school year

E. ATHLETIC STIPEND SCHEDULE

Athletic Stipend Positions 2015/16 to 2019/20

Level	1-3 Yrs Exp	4-6 Yrs Exp	7-9 Yrs Exp	10+ Yrs Exp
Varsity A Season	\$4,950	\$5,693	\$6,546	\$7,528
J.V. A season	\$3,450	\$3,968	\$4,563	\$5,247
Varsity B Season	\$3,960	\$4,554	\$5,237	\$6,023
J.V. B Season	\$2,760	\$3,174	\$3,650	\$4,198
Modified C Season	\$2,050	\$2,381	\$2,738	\$3,148
Varsity Assistant A Season	\$3,075	\$3,536	\$4,067	\$4,677
Varsity Assistant B Season	\$2,460	\$2,829	\$3,253	\$3,741
Weekly Rate	1-3 Yrs Exp	4-6 Yrs Exp	7-9 Yrs Exp	10+ Yrs Exp
Varsity	\$330	\$380	\$436	\$502
Assistant	\$205	\$236	\$271	\$312

Post Sectional Pay for NYSPHAA Contests is Prorated Per Weeks Worked Past Sectionals

Sport Seasons are divided into A, B or C Seasons

"A" Seasons are as follows: Basketball, Indoor Track, Wrestling, Football

"B" Seasons are all other sports

"C" Seasons are all Modified Sports

Coaches will be paid according to their years of experience in that level of sport or above

Any Coach/Assistant making more than the current rates will stay at that rate as long as they continue that position. When they leave the rate will revert to the new schedule

ARTICLE XVI - TEACHER EVALUATION

A. RECOGNITION

The Board of Education, the Administration and Association desire to maintain a superior teaching and supervisory staff, therefore, in recognition of the fact that supervision and appraisal are necessary and continuous facets of improving student learning and classroom instruction and in determining teacher performance, the following principles shall apply:

- (1) Mutually agreed-upon forms shall be developed to provide for the complete appraisal of teachers.
- (2) The processes used to appraise teachers and instruction will be determined by the procedures set forth in this Agreement.

B. PURPOSE

The primary purpose of any appraisal of the teaching staff shall be to improve student learning and instruction in order to promote continued staff development, and to determine the quality of teacher performance.

C. APPRAISAL PROCEDURES

- (1) To further the above purposes, the Administrative personnel responsible for appraisal recognize the right of the teacher to:

Know how well he or she is performing the duties and responsibilities of his or her position.

Know the areas in which improvement is needed as reasonably soon as deficiency is detected.

Have candid appraisal of his or her work.

Discuss his or her appraisal reports with his or her supervisor.

Seek and receive reasonable supervisory assistance.

- (2) It is further understood that:

All formal observations and appraisals will be conducted openly and with full knowledge of the teacher.

All observations for appraisal purposes will be conducted by Administrators or Supervisors.

Staff members (other than Administrators and Supervisors) who are responsible for the improvement of instruction may observe teachers. These observations shall be exclusively for the improvement of instruction and shall not be a subject of the appraisal process.

- (3) Videotaping for observation or evaluation purposes shall not occur without the express written permission of the teacher.

D. OBSERVATIONS/EVALUATION COMMENTS

See Annual Professional Performance Review (APPR) Addendum

Whenever possible, formal observations shall be conducted for the minimum length of time to conduct a full lesson.

The observation and evaluation procedure shall be reviewed periodically by the Annual Professional Performance Review Committee. Any recommendation for change shall be brought to the superintendent and ERTA president for consideration and approval.

ERTA agrees that the evaluation form will be a narrative format under existing categories. The determination of the ultimate evaluative instrument and its contents will be left to the committee.

E. NON-TENURED TEACHING STAFF NOT COVERED UNDER APPR

- (1) Probationary teachers will be observed at least three times a year.
 - (a) The first required observation shall be completed by November 15.
 - (b) The second required observation shall be completed by February 1.
 - (c) The third required observation shall be completed by April 1.
 - (d) Post-Observation Conference: Within five days after an observation is conducted, the teacher shall have a post-observation conference with the appraiser who conducted the observation. No later than five days after the teacher has this conference, the teacher will receive a written copy of the observation. Upon receipt of a written copy of the observation, the teacher may request a conference with the appraiser to discuss the observation

report. This conference shall take place within five (5) days of receipt of the observation report.

- (2) A complete appraisal of a probationary teacher's performance will be completed twice a year.
 - (a) The first required appraisal shall be completed by December 15;
 - (b) The second required appraisal shall be completed by April 15;
 - (c) Within five (5) school days after the teacher receives the completed form, the teacher will have the opportunity to have a conference with the appraiser to discuss it.

F. TENURED TEACHING STAFF NOT COVERED UNDER APPR

Tenured teachers may be appraised at the option of the Administration within the guidelines established in this Article.

ARTICLE XVII – RETIREMENT BENEFIT

Teachers who retire from the District and who meet the criteria of the New York State Teachers' Retirement System and who have had ten or more years of service in the District will be compensated for all unused and accumulated sick leave at sixty dollars (\$60) per day.

For the purposes of accumulation of sick days for the retirement benefit, the cap will be 300 days. The cap for sick days actually available for use will be 230 days.

ARTICLE XVIII - EXCELLENCE IN TEACHING (EIT)

In the event the State continues to provide Excellence in Teaching monies during the life of the agreement, said monies shall be distributed in two equal amounts to members who qualify (pro-rated for less than full years of service). The two checks shall be distributed in the second pay period in January and the second pay period in June. Said EIT checks and amounts are not part of base salary.

ARTICLE XIX - CONTRACTUAL LIMITATIONS

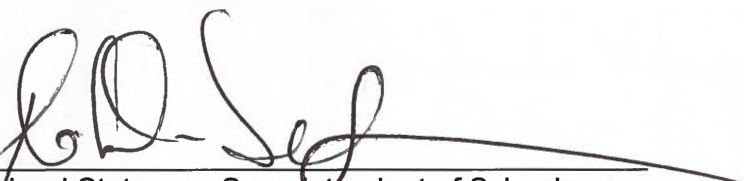
- A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.
- B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- C. This agreement and all of its provisions are subject to all applicable laws. In the event any part of this Agreement is held to violate these laws, neither party will be bound to the inviolate part, but the remainder of the Agreement will be in force for both parties.
- D. This contract shall become effective July 1, 2015 and shall continue effective until midnight, June 30, 2020.

DATED: 6/25/15

EAST ROCHESTER TEACHER' ASSOCIATION

By 
Lola Kelly, President

SUPERINTENDENT OF SCHOOLS

By 
Richard Stutzman, Superintendent of Schools

