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

*July 1, 2003 - June 30, 2006*

2006  
FILED OFFICE

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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.

8. 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:
    1. Secondary School Principals
    2. Elementary Principals
    3. Elementary School Administrators
    4. Secondary School Administrators
    5. Special Education Coordinators
    6. Coordinators of Physical Education, Health and Athletics
    7. Coordinators of Instruction
    8. Central Office certificated unit members
    9. 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.

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 administrators who are members of the ASAR the dues levied by the ASAR as said administrator 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 administrators shall be continuous unless revoked in writing. Any administrator 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 half-time basis to conduct Association business. The details of the released time are to be agreed upon mutually depending upon the assignment of the unit member elected President. In the event that release time is not possible, a \$10,750 differential will be paid to the President for each contract year.
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.



**ARTICLE 5**  
**SALARY: CERTIFICATED STAFF**

1. Effective July 1, 2003, the following salary brackets shall be established for certificated staff:

Bracket I	\$85,000 to \$110,000
Bracket II	\$75,000-\$95,000
Bracket III	\$70,000-\$90,000
Bracket IV	\$65,000-\$85,000

The change in salary ranges for 2003-04 shall not result in any changes in unit members salaries for 2003-04.

2. Effective July 1, 2004, the administrative title of record for each bracket will be as follows:

Bracket I	School Principal
Bracket II	Individual titles established by the District with specific job descriptions
Bracket III	Assistant School Principal
Bracket IV	Administrator

Unit members in Brackets I, III and IV earn tenure and seniority within the bracket.

Tenure and seniority that has been accrued by unit members in Bracket II will be subsumed in their placement in an individual title effective July 1, 2004. Except for Bracket II members, if any unit member is assigned to another administrative function within their salary bracket, they shall retain their tenure and seniority. See Appendix A for a definition of each bracket.

3. A joint committee of the District and Association with equal membership will determine the placement of each title in accordance with definitions contained within the contract and will determine the application of the terms and conditions of this contract when a bracket reclassification is made.
4. Effective July 1, 2004 all unit members in Bracket I, II, III and Bracket IV assigned full-time to schools or school programs shall work eleven months (10 month school year and 20 days in July and August). Bracket IV unit members as of June 30, 2004 who are going from 10 month-10 days to 10 month-20 days and who were appointed on or before March 31, 2004 shall have \$1,500 added to their base salaries on July 1, 2004 prior to the application of the general salary increase for July 1, 2004.

In addition and after the administration of the previous paragraph, effective July 1, 2004 all unit members assigned to Central Office either full-time or on a part-time basis shall work twelve months. Unit members as of June 30, 2004 who are going to a twelve month work year and who were appointed on or before March 31, 2004 shall have \$2,000 added to their base salaries on July 1, 2004 prior to the application of the general salary increase for July 1, 2004.

5.
  - A. Effective July 1, 2003 the base salary of all unit members shall be increased 3.9%.
  - B. Effective July 1, 2004 the base salary of all unit members shall be increased 3.95%.
  - C. Effective July 1, 2005 the base salary of all unit members shall be increased 3.975%.
6. Persons appointed or promoted to an administrative position must be placed within the appropriate salary range as defined in Appendix A. The District may place the appointment anywhere within the salary range. In the event that a unit member is being promoted to a higher salary bracket and if the unit member's current salary exceeds the upper limit of the bracket to which they are being promoted, the Superintendent shall grant a promotional salary increase of 5% above the unit member's base salary.
7. Summer Work Schedule for Principals
  - A. Elementary and Secondary Principals will be notified by April 1 of required work days for the following July and August and requested to identify the remaining days to be worked in July and August. By April 15, the Principals must respond to this request and by May 1, their supervisors shall approve July and August work schedule of every Principal.
  - B. The twenty (20) 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 twenty (20) 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 three (3) of the twenty (20) scheduled workdays in July and August.
8. Summer School Compensation

The following process shall be used for determining the rates of compensation for ASAR members who accept employment in summer school programs. The process is applicable to administrators who normally work 10 months and 20 days, and when the number of summer school days plus the number of contractually required workdays in July and August are greater than the number of available workdays in July and August.

- A. This process requires summer school administrators to be on duty every available workday during the months of July and August unless otherwise approved by the District. If approved, the administrator goes off payroll and forfeits pay at the normal rate for the number of days approved in item F

below. The administrator is expected to be on duty for all the scheduled summer school days.

B. Definitions

A = Total available work days in July and August.

B = Number of days required to work in July and August based on bracket assignment.

C = Number of SUMMER SCHOOL work days between July 1 and August 31, inclusively.

D = Number of days pay at the summer school rate.

E = Number of days paid as a part of the annual salary.

F = Number of days available for duty at assigned work site.

C. Formula:  $D = A - B$        $F = A - C$        $E = (C - D) + F$

D. Summer School and district-wide Evening school Principals shall be compensated at the rate of 1/210th per day of the lowest salary level in the Bracket I salary range for that school year. For summer school principals, this rate is applicable to the number of days determined in Section 13.C above. If a full day is not worked, the rate above will be prorated hourly.

E. Summer School Principals will be compensated at a rate of 1/210th per day of the lowest salary level in the Bracket I salary range for that school year for assigned days of work completed prior to July 1 in preparation for the opening school year.

F. Summer School Attendance Supervisors and Registrars (if ASAR members) shall be compensated at the rate of 1/210th per day of the middle of the salary range for Bracket IV for that year. This pay rate is applicable to the number of days determined in item D above.

G. If an ASAR member is selected as the summer school registrar, he/she will be compensated at a rate of 1/210th per day of the middle of the salary range for Bracket IV for that year for the 15 days of work completed prior to July 1 in preparation for the opening of summer school.

H. If an administrator teaches in summer school, the summer school rate shall be 1/200th of the salary he/she would be receiving if he were on the teachers' salary schedule with full credit for all of professional experience.

9. Effective September 1, 1988, each Coordinating Administrator in Special Education shall receive a \$750 differential.

10. School Coordinators of Health, Physical Education, and Athletics. Coordinators of Health, Physical Education, and Athletics (Department Heads) shall be assigned to middle and secondary schools upon the recommendation of the Superintendent of

Schools. In addition to their regular duties, they shall supervise intramural and interscholastic athletics. They shall be paid a differential of \$2,500 at the middle school and a differential of \$4,000 at the secondary school to be added to their annual salaries. Coordinators of Health, Physical Education and Athletics are not eligible to apply for or hold any coaching positions with the District unless qualified candidates are not available and the coordinator obtains approval from the school principal.

11. Temporary Assignment in Higher Bracket Position. When an administrator 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.
12. Adjust in Salaries. A salary is subject to audit and immediate correction at any time for error and/or adjustment of incorrect payment.
13. 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.
14. Additional Time Worked
  - A. Eleven month 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. Eleven month unit members shall be paid at the rate of 1/220 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. They will be paid at the rate of \$29 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. Effective July 1, 2004, eleven month 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. Twelve month unit members shall work from 8:00 a.m. to 5:00 p.m. including 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 1/240 of base salary for comparable work of a professional nature on days they are not normally scheduled to work. Effective July 1, 2004, 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.

15. Attendance Incentive

- A. To be eligible, a staff member must have worked 15 consecutive years as an administrator in the City School District beginning at the effective date of appointment contained in the Board Resolution approving the appointment. If no effective date is contained in the Board Resolution, the date of Board Resolution shall be used.
- B. Option I Plan
  - 1. If the Unit member has accrued at least 200 sick days as of June 30, 2000, he or she is eligible for the incentive, and
  - 2. If the Unit member has or will become eligible to retire on or before June 30, 2003, he or she is eligible for the incentive at that time.
- C. Option II Plan

If the Unit member, when eligible to retire or anytime thereafter has used no more than two (2) sick days each of 12 years out of the last 15 years, he or she is eligible for the incentive.
- D. When eligible for the incentive under either Option I Plan or Option II Plan, the Unit member shall receive a credit of \$10,000 in an account to be administered by the District for the member's use in retirement to enhance standard health and dental benefits until the credit is exhausted.
- E. Each year worked beyond the year of retirement eligibility, if the unit member uses no more than two (2) sick days during the year, the amount of the credit is increased by \$2,000 for up to five (5) years.
- F. 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.
- G. In the Option I Plan, if the number of sick days falls below 200 after the annual allocation of ten (10) sick days or any part thereof to reach the maximum, the Unit member becomes ineligible and forfeits any credit accrued.
- H. An Appeals Committee, with three members appointed by the Superintendent and two members appointed by the ASAR President, can waive the penalty in (g.) in extraordinary situations. The waiver is good for only one year and cannot be renewed. In addition, the Appeals Committee shall review and act upon any appeal from a Unit member that the 15 year requirement in Article 5.20.b has been substantially met.

16. 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 +	\$3,000

The stipend shall be paid beginning with the first paycheck in November.

17. Summer Work Schedule for Non-Principals.
- A. Unit members in Bracket II, III and IV who work eleven months (10 months plus 20 days) will be notified by April 15 by their immediate supervisor of required work days for the following July and August and will be requested to identify any remaining days to be worked in July and August. By April 30, unit members must respond to this request and by May 10, their supervisors shall approve the July and August work schedule.
- B. If a unit member accepts an administrative position in summer school, all or part of the 20 days of the unit member's regular work year may be incorporated into the summer assignment.

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

1. Base Salary
- A. Effective July 1, 2003 the base salary for bargaining unit employees shall be increased 3.9%.
- B. Effective July 1, 2004 the base salary for bargaining unit employees shall be increased 3.95%.
- C. Effective July 1, 2005 the base salary for bargaining unit employees shall be increased 3.975%.
2. Effective July 1, 2004 all unit members will work on a 12 month basis, 40 hours per week from 8:00 a.m. to 5:00 p.m. Deviation from the length and time may be made when the work of the department so requires it. Non-hourly unit members whose weekly work hours increase from 35 to 40 and who were employed in the unit on or before March 31, 2004 shall have \$2000 added to their 2003-04 base

salary on July 1, 2004 prior to the application of the general salary increase for July 1, 2004.

3. Unit members shall be paid by direct deposit over 26 bi-weekly pay periods. Salary adjustments consistent with this contract shall begin on the first day of the first full pay period of the District fiscal year. A salary is subject to audit and immediate correction at any time for error and/or adjustment of incorrect payment.
4. Longevity Increments: All full-time employees with a regular assignment (i.e., not substitute or temporary employees) shall be eligible for longevity increments as follows:

<b>Years of Continued Services</b>	<b>Annual Increment</b>	<b>Hourly Increment</b>
10	\$300	\$.15
15	\$100	\$.05
20	\$100	\$.05
25	\$100	\$.05

If the employee is less than full-time, such increment shall be pro-rated.

5. 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.

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.

6. A joint District/Association committee with equal membership will be appointed by the Superintendent and the ASAR president to modify salary ranges for civil service employees and reallocate titles within the ranges. Modifications shall not exceed \$25,000 in costs to the District and shall be effective July 1, 2004. The final decisions of the committee are due no later than May 31, 2004. The salary ranges are listed in Appendix C.
7. 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.



8. The District shall pay ten dollars (\$10.00) per week to defray costs of parking for employees assigned to Central Administration Offices for whom parking is not otherwise provided.

**ARTICLE 7**  
**GENERAL ADMINISTRATIVE AND SUPERVISORY POSITIONS**

1. General Provisions.

- A. Degree Requirements. All certificated positions require an EARNED Master's Degree for appointment. Incumbents or new appointees who do not possess an EARNED Master's Degree or an EARNED Bachelor's Degree plus 45 hours, shall receive the scheduled base rate minus \$300.00. Incumbents who possess a Bachelor's Degree plus 30 hours shall receive the scheduled base rate minus \$150.00.
- B. 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

- A. All regularly Board-appointed administrators 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 administrator 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 administrator 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 administrators 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. All regularly employed Board-appointed administrators assigned full-time or full-schedule will automatically be enrolled in the District's Major Medical Plan upon receipt of the Declaration of Intent to Enroll by the Benefits Office. The Major Medical benefits shall also cover \$600-stop loss and \$1 million limits. Effective January 1, 1997, the major medical deductible shall be \$200. Effective January 1, 1997, the "private duty nursing" benefit for each insured administrator will be capped at \$100,000 per year per family member.
- C. Our insurance carriers require that:
  - 1. Addition of spouse must be made within sixty (60) 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.

- D. Full premium amounts will be paid by the City School District to the insurance carrier or carriers involved.
- E. The administrator is entitled to health insurance coverage through the last month of active employment.
- F. When accumulated illness allowance of an insured administrator 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 administrator to arrange coverage.
- G. The employee who becomes eligible for Medicare, or whose spouse becomes Medicare-eligible, either due to reaching age 65 or due to disability, must notify the Benefits Office in advance so that the health insurance may be converted under the provision of Federal Law.
- H. Provided the administrator has been employed with the City School District for at least ten (10) continuous years prior to the date of retirement, the administrator shall be allowed, upon retirement, to transfer to the retired employees' group by requesting the transfer through the Human Resources Department. The Board shall pay 100% of the cost of the health and hospitalization premium and the administrator shall assume the full premium costs for the Major Medical Program.
- I. Full health insurance premiums will be paid by the City School District for the months of July and August. However, if an administrator 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 administrator assumes full premium costs while on leave without pay.

## 2. DENTAL INSURANCE

- A. All regularly appointed administrators assigned full-time or full-schedule for the type of assignment involved will be eligible to enroll in the District's Dental Insurance Program.
- B. If an employee's spouse 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 administrators 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

- 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.

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

- B. The dollar amount available to a Unit member to spend will be dependent upon the Unit member's 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
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Good Friday
	Memorial Day

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 "11-month administrators" shall be at the daily rate of 1/220th of annual salary and 1/240<sup>th</sup> for "12 month administrators."
  - C. Full Deduction - Full deduction for "11-month administrators" shall be at the daily rate of 1/220th of annual salary and 1/240<sup>th</sup> for "12 month administrators."
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 administrators assigned on a school year or 12 month basis and to regular substitute administrators assigned for one (1) year, but shall not apply to temporary substitutes and regular substitutes assigned for less than five (5) months or one (1) semester, or assigned on a part-time basis.

4. Class A Absences (Accumulation)

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

TABLE A			
YEARS OF SERVICE	MAXIMUM DAYS ALLOWED	YEARS OF SERVICE	MAXIMUM DAYS ALLOWED
Up to 1 year	10 days	10 to 11 years	110 days
1 to 2 years	20 days	11 to 12 years	120 days
2 to 3 years	30 days	12 to 13 years	130 days
3 to 4 years	40 days	13 to 14 years	140 days
4 to 5 years	50 days	14 to 15 years	150 days
5 to 6 years	60 days	15 to 16 years	160 days
6 to 7 years	70 days	16 to 17 years	170 days
7 to 8 years	80 days	17 to 18 years	180 days
8 to 9 years	90 days	18 to 19 years	190 days
9 to 10 years	100 days	19 or more years	200 days

5. Regulations Governing Class A Absences at No Deduction

- A. For bargaining unit members hired prior to September 7, 1984, days allowed are outlined in Table A and available to use in full measure in any one (1) year



minus the total number of days used for personal illness during the three (3) previous school years.

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

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

At the beginning of each school year ten (10) illness days shall be added to the previous number accrued. At no point may this number exceed 200, except as provided in Article 9, Section 10.a. At the end of each school year a new allowance shall be computed reflecting any illness days used that year.

D. Probationary administrators resigning before the close of the school year, who have exhausted their allowable time for illness beyond the rate of one (1) day for each month of service up to and including the last day of service, will have their last salary check adjusted for the overpaid days.

6. Procedures: Personal Illness

A. Request for 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 Resources 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, up to ten (10) days per year may be used for family illness absence for care of a spouse, parent or child.

7. Class A - Personal Illness at Full Deduction. Full deduction for personal illness days will be taken under the following circumstances:

A. For the full period of absence when 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 additional days needed because of a personal illness or injury beyond the allocated days for years of service, as outlined in Table A.
- E. For newly assigned or probationary administrators who have not had their preemployment physical examination and whose report of that examination is not on file in the Human Resources Department.

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 administrators.

- 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 Resources Department.
- E. All reports of injuries must be forwarded to the Human Resources 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, 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. Administrators 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 administrator, spouse, or child of an administrator.
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 administrator attends a court under subpoena. In such cases, an administrator 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 Jurors fee paid slip. The Commissioner of Jurors will arrange an after school qualifying examination. All compensation received for services performed as a juror while on required and/or approved jury duty shall be refunded to the 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 administrators 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 administrator's days of personal leave are not used, it shall be accumulated and can be used for personal illness qualifying for no deductions. Such accumulations shall be in addition to the maximum sick leave allowed in Article 9 (4) (Table A) of this Section.

It is understood that any administrator who by willful misrepresentation violates the personal leave policy shall forfeit all accumulations and any other further rights to compensated absences under Article 9 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 administrator 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 administrator 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 administrator 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 administrator 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 Human Resources Officer, 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

A. If the Superintendent determines to close all schools because of an emergency, then members of the Unit shall not report to work and shall be paid their regular salaries for the day(s) on which schools are closed. When schools are thus closed, the Superintendent or his/her designee(s) may require specific members of the Unit to report to work at any District location for the whole or part of the day; in such case the reporting members shall each be credited with an additional personal day. Members of the Unit required to report to work but unable to do so by virtue of the emergency shall not be penalized.

- B. 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.
- C. 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.
- D. 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.
- E. 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.

16. Vacation

- A. Unit members who work twelve (12) months shall be granted twenty-five (25) vacation days on July 1st for the subsequent work year, or a prorated number of vacation days if placed in a 12 month position during the year.
- B. Unit members who complete five (5) consecutive years as a unit employee shall be granted thirty days (30) of vacation on July 1st following their 5th year anniversary. Unit members who were unit members as of March 31, 2004, must complete five (5) consecutive years of District service to be granted 30 vacation days.
- C. A unit member may carry over unused vacation days to a maximum of forty (40). Unused vacation days beyond this maximum are lost on June 30th.
- 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.
- E. In the year in which a unit member severs employment with the District or takes a ten or eleven month position, the member shall be paid for unused vacation days on a prorated basis.



- F. Unit members may cash-in up to five (5) vacation days annually at the rate of 1/240th of the base salary for the year the cash in is made.
- G. Unit members shall cash-in accumulated unused vacation days upon separation from the District at the rate of 1/240 of their base salary for the year in which the retirement occurs.

**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 commencing after one (1) calendar month of full-time employment and monthly thereafter to accumulate from year to year less that which has been used. 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. Any ten-month employee who is scheduled to work at least twenty (20) days during the months of July and August shall be eligible to use illness allowance as provided in this Agreement.
- 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. Any employee who has accumulated one-hundred sixty-five (165) days upon retirement shall be accorded the following benefit:

For every ten (10) days of earned illness days over one-hundred sixty-five (165), the District shall credit seven hundred fifty dollars (\$750) in an account to be administered by the District for the member's use in retirement to enhance standard health and dental benefits until the credit is exhausted. The maximum credit which can be accumulated in said account shall be five thousand dollars (\$5,000).

2. Absence Procedures for Illness

- A. For absences of one (1) through three (3) days of illness, a payroll scanner sheet must be submitted stating "illness" as the reason for absence.
- 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 Human Resources Officer. 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 Human Resources Officer 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 Human Resources Officer 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 Human Resources Officer 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.
  - 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 as outlined. Exceptions to increase either the individual incident limitation or the total eight-days-in-one-year limitation, for situations considered abnormal or unusual, may be made only when approved by the Superintendent 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.

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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.

C. Jury Duty – As required and approved.

1. 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 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.

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.

K. Any ten (10) month employee who is scheduled to work twenty (20) days during the months of July and August shall be eligible for paid leave enumerated above.

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.

<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. 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. From zero (0) through three (3) years of continuous service, fifteen (15) days; from four (4) through seven (7) years of continuous service, twenty (20) days; from eight (8) years of continuous service, twenty-five (25) days. The two (2) unit members who are currently eligible for more than twenty-five (25) vacation days will be grandfathered and frozen at their 1999-2000 school year vacation day level.
- B. The amount of vacation days which can be carried over will be limited to thirty (30) days.
- C. Unit employees will have the option of "cashing in" any number of their accumulated vacation days at anytime at their current daily rate of compensation.
- D. Those non-certificated employees 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 Resources 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.
- E. On a one-time only basis, Civil Service employees in the unit as of July 1, 2004, have the opportunity to elect conversion to the vacation benefit for certificated 12-month members as specified in Article 11, Section 16. This written election shall be effective on July 1, 2004.

9. Recess Days

Those currently grandfathered who are given time off will be granted five (5) additional vacation days per year in exchange for recess time. Once the incumbent leaves the District, the replacement will not be granted this time.

10. Emergency Closings

- A. Unit members may be required to work when the Superintendent declares schools closed due to weather or other emergency conditions. If the unit member is required to report in such cases and does, the unit member will be granted an additional personal leave day for the year in which the closing occurred.

- B. Unit members not required to work during emergency closings will not be granted personal leave for days worked during emergency closings.
- C. If a countrywide "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 countrywide "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 administrator returning from a leave shall retain tenured status.

2. Parental Leave

- A. Any administrator 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 Resources Department 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 administrator must agree to write the Chief Human Resources Officer 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 administrator 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 administrator exercises the right to return at the end of the leave, the administrator 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 administrator must complete the unexpired portion of



the probationary period satisfactorily upon return from leave before tenure appointment is granted.

- H. All administrators 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 administrators who have successfully completed their entire probationary period in the City School District.
- B. The Board shall compensate any administrator granted exchange administrator leave on the basis of said administrator'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 administrator in the City School District.

4. Action Leave

- A. Leave of Absence without pay will be granted up to two (2) years to any administrator 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 administrators 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 administrator resigns from the service of the Board within the three (3) year period, the administrator 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 administrator are terminated through job abolition at any time during the three (3) year period, and if the administrator is no longer employed by the City School District, the administrator 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. Administrators taking leave shall not be eligible for such leave until five (5) years have expired after return.
- I. An administrator 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 administrators 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 administrator 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 administrator 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 administrators.

6. Other Approved Leaves

A. Leave Without Pay

Permanently appointed administrators 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 administrators 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. Administrators 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 administrators 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. Administrators 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 administrators 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 administrator shall be allotted a base sum of \$550 per year effective July 1, 1998, for approved conferences and out of district travel. Additional allowance for administrators 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 administrators shall be paid for by the City School District provided that with the approval of the Board of Education, an administrator may be

- examined by a doctor of his own choice with the administrator 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 administrators.
  4. Retirement/Separation Incentives.
    - A. If the State of New York adopts a retirement incentive in and for 2001, the District, through the Board of Education, shall offer the incentive to all or some members of the bargaining unit eligible to retire under the incentive.
    - B. The District shall offer all unit members who will be at least fifty (50) years of age by June 30, 2002, and have 5 years of service with the District, an opportunity to participate in a Voluntary Employee Separation Agreement (VESA).
    - C. To be eligible for the Voluntary Employee Separation Agreement (VESA), the unit member must give written notice to the District of his or her intent to separate by a date in January of the separation year. The specific date will be established by the District after consulting with the ASAR President. The effective date of separation must be on or before August 31 of the separation year.
    - D. The District has agreed in principle to compensate current unit members who were adversely affected by the shortening of the work year in the 1987 ASAR-District Contract. The compensation shall be paid at the time of separation. The terms and conditions of this agreement will be negotiated by June 30, 2001.
  5. Tuition Reimbursement. All Unit members are eligible for tuition reimbursements except for acting Unit members from other bargaining units. The Tuition Reimbursement plan will be administered by the Human Resources Department. For Civil Service employees, the procedures established for other District non-certificated staff apply. For certificated employees, the following applies:
    - A. The Unit member must enroll or be enrolled in an academic program recognized by an accredited college or university that will lead to a Master's or Doctor's degree by a projected date. The degree to be obtained must be in education administration or related to a Unit member's area of responsibility. Alternatively, the Unit member must enroll or be enrolled in an academic program that will lead to a certificate of completion by a projected completion date for certain programs related to the Unit member's area of responsibility.
    - B. The Unit member seeking tuition reimbursement must obtain the prior approval of the Superintendent or his/her designee for the academic program and the degree or certificate. The approval is subject to an annual review. The Superintendent shall decide to discontinue reimbursement before the Unit member has obligated himself/herself to the tuition payment.

- C. The rate of reimbursement shall be at the discretion of the Superintendent, but shall not be less than the lowest rate for comparable course offerings at an area college or university.
  - D. For each course completed, the Unit member shall be reimbursed within 30 calendar days after the Unit member submits to the District a certificated and official transcript verifying that a grade of at least a "B" has been earned.
  - E. Upon approval of the academic program, an individual Unit member shall enter into a written agreement between the District and the member which delineates the District's and the member's responsibilities.
  - F. The Unit member must work for the District five (5) years after completion of their degree or certificate program or pay the district back the amount of tuition reimbursement paid to him or her. The payback will be prorated at 20% per year over the five-year requirement period. The payback is waived if the Unit member's employment with the District is terminated because of death, disability, or lay off. The Superintendent may waive, in sole discretion, all or part of a payback in the context of an individually negotiated retirement. Reimbursements made prior to the execution of the 1999-2000 Agreement are not subject to the payback provisions.
  - G. The individual Unit member must reimburse the District if the degree or certificate is not earned within the approved time period. The payback schedule and conditions for waiver contained in paragraph (F) apply. The Unit member may request an extension for completing the degree or certificate program. The Superintendent shall confer with the ASAR President on any such request and shall approve reasonable requests based on hardships or extenuating circumstances.
6. Professional Development Funds.
- A. Effective July 1, 2001, the District shall allocate annually to the Association \$150 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.

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

1. Discipline and Discharge Probationary Administrators

A. Eligibility

The provisions of this clause shall apply only to probationary administrators.

B. Discipline

1. No eligible administrator 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 nontenured administrator which is based on the results of a regular evaluation, the provisions of this Section shall not apply.

3. Whenever an administrator 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 administrator 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 administrator 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 administrators.

2. Discipline and Discharge

A. No eligible administrator 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 administrator may be processed as a grievance through the regular grievance and arbitration procedure.

D. Whenever an administrator 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 administrator 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 administrator and the Association shall be notified in writing. Notification shall also include whether or not the administrator 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 administrator by certified mail. Such notice shall include whether the administrator 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 administrator chooses to pursue the statutory procedure, all applicable provisions of Section 3020-a shall apply.
- J. If the administrator 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 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 18**  
**ALLOCATION OF BUILDING STAFF**

1. Appropriate building administrators shall be directly involved in the selection of teachers, paraprofessionals and administrators to be assigned to their building.
2. 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 administrator elementary schools. We believe this is the means through which the greatest amount of concentrated instructional support can be provided to schools.

3. Appendix B sets forth an agreed upon formula to determine assistant principal allocations. The calculations under this formula will be used by the district in constructing the Annual District Budget.

**ARTICLE 19**  
**PROTECTION OF ADMINISTRATORS**

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 administrators who are engaged in the performance of their duty.
  - B. Administrators 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 administrator 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 administrator

who has acted in the discharge of duties within the scope of his employment. The administrator 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 administrators 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 an administrator is not sustained, the administrator shall be reinstated with full reimbursement of all compensation lost.
- D. When an administrator 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 administrator 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 administrator who has acted in the discharge of duties within the scope of his/her employment.

**ARTICLE 20**  
**PERSONAL INJURY BENEFITS**

- 1. Coverage. All administrators are covered by Workers Compensation insurance which protects them in case of accidents while on duty. In the event of such an accident, the administrator shall immediately notify the Superintendent of Schools or his designee that the proper forms can be executed by the school authorities and attending physician.

2. 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 administrator is entitled under this Agreement.
3. Reimbursement. The City School District shall reimburse administrators 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 21**

### **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 on the Human Resources bulletin board no later than 4:00 p.m. on the first business day of the week
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 Resources 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 Human Resources Officer 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. Administrators shall be notified at least thirty (30) days in advance of any change in assignment, unless an emergency situation exists.

## **ARTICLE 22** **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 "Exceeds District Standards."
3. Effective July 1, 2000, every two years, a Unit member having tenure shall receive a \$1,500 incentive if in that year the Unit member is evaluated by his or her immediate supervisor as "Exceeds District Standards."
4. 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.
5. All observations and evaluations of non-tenured administrators will be conducted in accordance with the present form or a new form developed and approved by the CIAS Panel.
6. All observation of work performance of non-tenured administrators shall be conducted openly, with full knowledge of the administrator.
7. A non-tenured administrator shall be given a copy of his/her final evaluation prepared by the supervisor upon request.
8. No reports shall be submitted to central administration or the CIAS Panel, placed in any administrator's file or otherwise acted upon without prior review with the

administrator. An administrator will be entitled to have a representative of ASAR present at the conference.

9. All observation and evaluation forms for non-tenured administrators shall require the signature of the evaluator or observer and the administrator. These standard forms shall contain the statement "I have read and (do/do not) agree with the above," followed by space for the administrator's signature.
10. The administrator shall also have the right to submit a written reply to such material and attach it to the file copy.
11. No material derogatory to an administrator's conduct, service, character, or personality shall be placed in a personnel file unless the administrator 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 administrator shall also have the right to submit a written reply to such material and have it attached to the file copy.

12. No observation or evaluation forms of any kind shall become part of an administrator's personnel file unless it has met the above conditions.
13.
  - A. An administrator shall have the right upon request and by appointment to review the contents of that administrator's personnel and CIAS file except information supplied by reference sources. An administrator 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 an administrator's personnel or CIAS file without prior consent of the administrator.
  - C. The District shall maintain a list which shall become part of the personnel file of all personnel who review the administrator'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 an administrator's personnel or CIAS file shall be permitted.
14. A non-tenured administrator 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 “exceeds expectation” overall will receive an off-base bonus of \$750 payable during July or August of the following school year.
3. 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.
4. 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.
5. The District will provide substantive training for evaluators as needed.

### **ARTICLE 23**

### **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 including 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 Human Resources Officer 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.

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 School of the Arts.

**ARTICLE 24**  
**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 administrator has certification and where there is no preferred eligible list for that position that administrator 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 25**  
**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 administrators as required by the express condition of this Contract.

**ARTICLE 26**  
**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 27**  
**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 28**  
**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 29**  
**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 30**  
**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 31**  
**JOINT COMMITTEE**

A joint committee shall be formed to study and report on the problems associated with the delivery of Special Education services to students in the schools and the attendant burden on administrators. The committee will make recommendations to the Superintendent so as to enhance the ability of building level administrators to comply with the District's Consent Decree concerning Special Education and provide quality

services to both students with handicapping conditions and students in regular District programs.

## **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, administrators, support staff), groups of educators (schools, schools-within-schools, primary unit, intermediate unit, houses, etc.) and others (parents, community, human service agencies, governmental institutions and businesses).

Further, the 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 administrator) 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 are 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 administrators 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 ADMINISTRATORS**

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 administrators 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 effective Organizational Management
- C. Effective Organizational Management
- D. Public Engagement and Collaboration with Others
- E. High Performance Management/Professional Development/Reflective Practice

The District expectations for tenured administrators will be linked to evidence of individual, school and student performance. The 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.

**ARTICLE 34**  
**LEAD PRINCIPAL**

The District and ASAR are desirous of collaborating on the creation and utilization of the position of Lead Principal. The parties acknowledge that only the Board of Education, upon the recommendation of the Superintendent of Schools, has the authority and discretion to create an organizational position such as Lead Principal and appoint one or more persons to it. The parties agree that the CIAS Panel shall develop the job description for Lead Principal and recommend it to the Superintendent for approval. The parties further agree that all proposals to fill the position of Lead Principal with one or more Principals for a particular purpose shall originate from either the Superintendent, member of the Superintendent's Cabinet(s), the President of ASAR, or a Principal or a group of Principals. All such proposals shall be forwarded to the CIAS Panel which shall review them and either recommend their approval to the Superintendent, request additional development to the originator, or modify the proposal itself then recommend it to the Superintendent. The panel's review and recommendations may include specific duties and responsibilities, advertising and selection of particular candidates, compensation, term, removal, and subjects of impact bargaining. The Superintendent may approve, disapprove, or remand with comments any proposal reviewed by the Panel. If the Superintendent remands, he shall consider any subsequent modifications recommended by the Panel. The Superintendent's determination shall not be grievable, and with respect to mandatory subjects of impact, bargaining shall be subject to all provisions of the Taylor Law including those regarding impasse, improper practices and modifications. No Principal shall be appointed a Lead Principal without his or her consent.

See Appendix A for a definition of a Lead Principal.

**ARTICLE 35**  
**MANAGING DIRECTOR**

1. The title of "Managing Director" is not specific to ASAR. Selections within the title will be at the sole discretion of the superintendent who may select from candidates currently not employed by the District. If the Superintendent elects to select an ASAR member, the assignment shall be made only from ASAR members in Bracket I or Bracket II who meet the following requirements: Five (5) years of administrative experience and tenure in positions held at the time of selection or 7 years of administrative experience and tenure in at least one administrative position previously held. The Superintendent retains the right to transfer the administrator under the contract.



2. The job responsibilities of this title will be set forth in job descriptions created by the District in consultation with ASAR. The Managing Director shall report to the Chief Officer of the Department to which he or she is assigned. The Managing Director may supervise and perform evaluations of ASAR members at any Bracket level below Bracket I, as well as other non-ASAR employees of the District in the area of assignment of the Managing Director.
3. Any ASAR member selected by the Superintendent to the title of Managing Director shall serve at the sole discretion of the Superintendent for a duration determined solely by the Superintendent. The member who has been selected may choose to return to his or her previous assignment only at the completion of the school year. The Superintendent may in his sole discretion return the person selected for the Managing Director position to his/her prior position at any time and for any reason upon 30 day's notice to the member and to ASAR.
4. During assignment as Managing Director, the work year of the ASAR member appointed by the Superintendent shall be 12 months. The initial salary on appointment will be computed as following: The base salary for the position in the fiscal year in which the assignment becomes effective including any general salary increases for ASAR members and a 5% increase on the salary. During each subsequent year that the member continues in the assignment, the salary increase will be limited to the amount negotiated by the parties during the negotiations for a successor contract. The computation of salary as set forth herein supercedes any contract provision with regard to appointment within the title of Managing Director. Upon return of the member to his or her previous assignment whether voluntary or involuntary, the members salary will be adjusted to the level it would have been had the member continued in his or her previous assignment. ASAR members appointed to this title on or before July 1, 2004 receive a 7.5% increase on base salary for continuing services in the same position.
5. At the end of the assignment as Managing Director, the ASAR member in the assignment will be entitled to return to his or her prior Bracket I or Bracket II position, which position will be held for the individual on assignment, and shall retain his or her seniority and tenure. The member will accrue seniority in the previously held position during the period served as Managing Director. Adjustment to salary upon return to the prior position is set forth above in paragraph 4.
6. The provisions of the contract pertaining to benefits, including health, dental, insurance, personal days, illness days, and vacation days shall apply to ASAR members for the duration of the assignment as Managing Director.
7. It is agreed that since appointment and removal from positions within this title is at the sole discretion of the Superintendent, ASAR on behalf of itself and the employees it represents, waives any rights to grieve his or her appointment or removal from the position.

**ARTICLE 36**  
**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, require 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 37**  
**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.

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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.

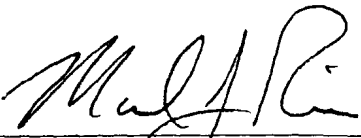
3. Each party shall identify at least two (2) representatives and no more than four (4) representatives as permanent committee members
4. The Living Contract Committee shall meet the third week of October and May of each year. Either party may request additional meetings which shall be scheduled when requested.

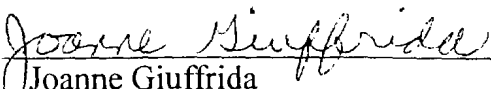
**ARTICLE 38**  
**DURATION**

The provisions of each Section attached hereto shall be effective July 1, 2003, unless otherwise noted, and shall continue in full force and effect until June 30, 2006, or until a subsequent Agreement is signed by both parties.

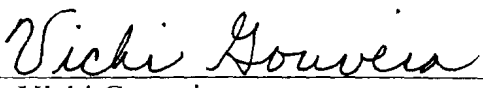
IN WITNESS WHEREOF, the parties hereunto set into their hands and seals.

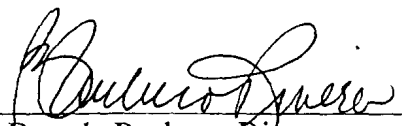
BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT  
OF ROCHESTER, NEW YORK

By   
Manuel J. Rivera  
Superintendent of Schools

By   
Joanne Giuffrida  
Chief Negotiator

ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS OF ROCHESTER

By   
Vicki Gouveia  
President

By   
Brenda Pacheco-Rivera  
Chief Negotiator

**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 administrator 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.

**Bracket II: Director**

A unit member administrator 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**

A unit member who directly assists a school principal with school wide authority, responsibility and accountability,

OR

A unit member who, under the supervision of the school principal, 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, 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.

**Lead School Principal**

A tenured School Principal who voluntarily accepts an assignment of limited and prescribed duration to manage a special project. Lead Principals may manage resources being shared by principals/schools and may, during and for the purposes of the approved project, evaluate principals under the authority of the Superintendent of Schools.

**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**  
**ELEMENTARY ASSISTANT PRINCIPAL FORMULA**

During the projected budget process, the Division of School Development and Operations identifies each elementary school's weighted Total Aidable Pupil Units (TAPU). Upon completion, the weighted TAPU is used to assign a weighted enrollment for each school. The schools are listed in descending rank order according to that weighting.

Schools that fall within the following ranges will be eligible, if budgeted, for the number of Assistant Principals as indicated:

Weighted Enrollment	Total Number of APs
700 and higher	2
500 - 699	1

If a school falls below the range, the current allocated AP will be allocated to the next identified eligible school. If reductions in staff are needed, reductions will occur beginning from the bottom of the list. Any allocations of budgeted positions beyond the allocated formula positions are made at the sole discretion of the Superintendent.

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

<b>Bracket A</b>	<b>\$60,000 - \$100,000</b>
Senior Database Administrator Supervisor of Technology Services	

<b>Bracket D</b>	<b>\$45,000 - \$80,000</b>
Administrative Analyst Assistant Food Service Director Associate Architect Asst Supervising Custodian Engineer Contract Administrator Coordinator of Environmental Safety Maintenance Inspector Ombudsperson Plant Engineer Quality Assurance Coordinator Supervisor of Plant Security Supervisor of Storehouse Youth Development Coordinator	

<b>Bracket B</b>	<b>\$55,000 - \$95,000</b>
Budget Analyst Data Base Administrator Internal Auditor Manager, Financial Reporting Senior Programmer Analyst Senior Systems Analyst Supervising Accountant Supervising Custodian Engineer Supervisor of Plant Maintenance Supervisor Payrolls Technical Project Manager	

<b>Bracket E</b>	<b>\$40,000 - \$70,000</b>
Art Center Director Hearing Officer Purchasing Assistant	

<b>Bracket C</b>	<b>\$50,000 - \$90,000</b>
Business Systems Analyst Bus Maintenance Supervisor Bus Operations Supervisor Coordinator Human Services Systems Dir of Parent/Community Involvement Educational Facility Planner Grant Writer Operations Manager, MIS Position Control Specialist Principal Management Analyst Project Architect Senior Management Analyst Senior Systems Programmer	

<b>Bracket F</b>	<b>\$35,000 - \$60,000</b>
Administrative Assistant Parent & School-Community Partnership Manager	

<b>Bracket G</b>	<b>\$30,000 - \$55,000</b>
Secretary I	



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