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COLLECTIVE BARGAINING AGREEMENT

by and between the

SUPERINTENDENT OF SCHOOLS

EAST ROCHESTER UNION FREE SCHOOL DISTRICT

and the

EAST ROCHESTER TEACHERS' ASSOCIATION

July 1, 2003 – June 30, 2007

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 06 2004

ADMINISTRATION

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Table of Contents

ARTICLE I - RECOGNITION 1

ARTICLE II - NEGOTIATIONS PROCEDURES 1

ARTICLE III - TEACHING CONDITIONS 1
- A. CLASS SIZE 1
- B. TEACHING HOURS 2
- C. MEETINGS 2
- D. K-6 TEACHING LOAD 2
- E. 7-12 TEACHING LOAD 2
- F. EXTRACURRICULAR ACTIVITIES 3
- G. TEACHER FACILITIES 3
- H. KINDERGARTEN PHYSICAL EDUCATION/K-6 SWIMMING 4
- I. PART-TIME EMPLOYEES 4

ARTICLE IV - TEACHER ASSIGNMENTS 4

ARTICLE V - EMPLOYMENT POLICY 5

ARTICLE VI - SUMMER SCHOOL 5

ARTICLE VII - PROTECTION OF TEACHERS 6
- A. ASSISTANCE IN ASSAULT CASES 6
- B. TEACHER DISCIPLINARY ACTION-LEGAL COUNSEL 6
- C. TRANSPORTATION OF STUDENTS BY TEACHERS 6
- D. PERSONNEL FILES 6

ARTICLE VIII – ABSENCE FROM DUTY 7
- A. PERSONAL ILLNESS 7
- B. SICK LEAVE BANK 8
- C. PERSONAL ACCIDENT 8
- D. ILLNESS OR ACCIDENT IN THE FAMILY 8
- E. DEATH IN THE FAMILY 8
- F. JURY DUTY 9
- G. PERSONAL OBLIGATIONS 9
- H. VISITING DAYS 10

I. FAMILY LEAVE POLICY 10
J. ADOPTION LEAVE 11
K. NOTIFICATION OF ABSENCE 11
L. TERMINATION OF EMPLOYMENT 11
M. SALARY DEDUCTION 11

ARTICLE IX - PAID PROFESSIONAL LEAVES 11
A. INTENT 11
B. PURPOSES FOR WHICH PAID PROFESSIONAL LEAVES MAY BE GRANTED 12
C. LENGTH OF PROFESSIONAL LEAVE 12
D. ELIGIBILITY AND QUALIFICATIONS 12
E. STIPENDS AND BENEFITS 13
F. OBLIGATIONS 14

ARTICLE X - GRIEVANCE PROCEDURE 15
A. DEFINITION 15
B. TIME LIMITS 15
C. GENERAL PRINCIPLES 16
D. STEPS IN THE GRIEVANCE PROCEDURE 17

ARTICLE XI - HEALTH INSURANCE 18
A. HOSPITAL, SURGICAL, MEDICAL PLAN 18
B. DENTAL PLAN 20
C. EMPLOYEE ASSISTANCE PROGRAM 20
D. FLEXIBLE SPENDING ACCOUNT 20

ARTICLE XII - CURRICULUM 21

ARTICLE XIII - ASSOCIATION RIGHTS 22

ARTICLE XIV - BOARD RIGHTS 22

ARTICLE XV - SALARIES 22
A. TEACHER SALARY AMOUNTS AND CALCULATIONS 22
B. EXTRA PAY FOR EXTRA SERVICES 24
C. EXTRA PAY FOR EXTRA DUTIES 26
D. ATHLETIC STIPEND SCHEDULE 27

ARTICLE XVI - TEACHER EVALUATION 30
A. RECOGNITION 30

B. PURPOSE 30
C. APPRAISAL PROCEDURES 30
D. OBSERVATONS/EVALUATION COMMENTS 31
E. NON-TENURED TEACHERS 31
F. TENURED TEACHERS 32

ARTICLE XVII – RETIREMENT BENEFIT 32

ARTICLE XVIII - EXCELLENCE IN TEACHING (EIT) 32

ARTICLE XIX - CONTRACTUAL LIMITATIONS 33

ARTICLE I - RECOGNITION

A. The Board of Education has recognized East Rochester Teachers' Association, thereinafter referred to as "Association", as the exclusive bargaining representative for all the certified teaching personnel regularly employed in the District, excluding administrative staff. The East Rochester Teachers' Association shall have unchallenged representation status for the longest period permitted under the relevant provisions of New York State statutory law.

B. The Superintendent hereby affirms that he will not engage in any acts of reprisal against any individual nor against the Association for exercising rights guaranteed by Section 202 of the Public Employees' Fair Employment Act.

C No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage or condone a strike.

ARTICLE II - NEGOTIATIONS PROCEDURES

A. This Agreement shall constitute the full and complete written commitments between the Superintendent and the Association and may be modified only through consent of the Superintendent and the Association in the form of a written and signed amendment to this Agreement.

B. During the month of February, preceding the expiration of this contract, the Superintendent and the Association shall enter into good-faith negotiations for a successor Agreement. If the parties cannot agree on a successor Agreement, the parties will be governed by the provisions of Section 209 of the Civil Service Law.

ARTICLE III - TEACHING CONDITIONS

A. CLASS SIZE

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

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

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

B. TEACHING HOURS

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

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

C. MEETINGS

A mandatory faculty meeting may be held once each month after student dismissal. Any additional faculty meetings will be held only in the event of an emergency. Attendance at faculty meetings is a professional responsibility of teachers.

D. K-6 TEACHING LOAD

Within the usual teaching day, all K-6 teachers will be provided 120 minutes of professional teaching activities time each day. PTA time shall be determined individually and collectively by teachers. In cases of perceived improper use of PTA time, the principal and association representative may be asked to participate in the resolution of the problem. A minimum of 40 consecutive minutes of PTA time, for each teacher, must occur during the hours of student attendance.

E. 7-12 TEACHING LOAD

7-12 teachers (with the exception of special education and special area teachers) shall not be assigned more than 5 classes and/or labs, or more than 4 preparations. Preparations are defined as classes within the subject assignment and for which there must be separate lesson plans (e.g. Math 9, Course II Regents and Course 3A = 3 preparations). Class loads shall not exceed 150 students. A sixth period supervisory assignment or tutorial (reteach) period may be assigned. A sixth teaching assignment may be given to one member of an academic department. Other department members may volunteer for a sixth teaching assignment. Teachers with a sixth period teaching assignment may not be given a supervision assignment or tutorial (reteach) period.

7-12 Teachers will be given two period-long time periods for professional teaching activities. These activities shall be determined individually and collectively by teachers. In cases of perceived improper use of PTA time the principal and association representative may be asked to participate in the resolution of the problem. These periods can only be reduced as outlined below.

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

Part-Time Teachers: A part-time teacher, for the purposes of this contract, shall be determined as follows: 5 teaching assignments = a full-time teacher. A teacher teaching less than 5 assignments shall fractionalize the number of teaching assignments by 5 (e.g. a teaching load of 3 classes would be a 3/5ths teacher). A part-time teacher may be assigned a supervisory period. However, each supervisory period beyond the first such assignment shall be considered an additional teaching assignment (e.g. a teaching load of 3 classes plus 1 supervisory period is a 3/5ths teacher. A teaching load of 3 classes plus 2 supervisory assignments = 4/5ths teacher).

Part-time staff who are .8 will receive benefits according to Article 3, Section I. of this contract.

F. EXTRACURRICULAR ACTIVITIES

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

G. TEACHER FACILITIES-

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

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

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

H. KINDERGARTEN PHYSICAL EDUCATION/K-6 SWIMMING

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

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

I. PART-TIME EMPLOYEES

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

ARTICLE IV - TEACHER ASSIGNMENTS

A. Administrators shall notify each teacher by June 1st of his/her tentative grade or subject(s) assignment for the coming year. The teacher will be notified as soon as possible of any change in this tentative assignment. Any change after August 1 will have to be agreed upon by the teacher. If any unpredictable element such as death or resignation occurs, the principal will, of course, have the right to change assignments as necessary. The notification does not include the number of sections of each class or supervisory assignments.

B. Teachers will not be assigned except under unusual circumstances, and then according to Education Law, outside the scope of their teaching certificates.

C. The District shall provide one (1) period per day (or the equivalent for an elementary teacher) for the President of the Association for the purpose of conducting Association business.

Also, at least one (1) of those time slots are to be spent in meeting directly with the Superintendent on matters of mutual concern to the District and the Association.

ARTICLE V - EMPLOYMENT POLICY

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

Teacher transfers will be handled in the following manner: If there appears a possibility that teachers will be transferred, all teachers who may be eligible for the transfer will be invited to visit with the Superintendent, or his/her designee, to discuss the reason for the potential transfer before any decision is made. The Superintendent, or his/her designee, will take into consideration the teacher's preference on transfer but the final decision will be made by the Superintendent. After discussion with the teacher(s) and consideration of volunteers for the position(s), the teacher(s) who is(are) to be transferred will be notified of the transfer. If the teacher who is transferred is not one of the volunteers, if any, the Superintendent, and the Principal(s) will meet with the teacher selected for the position to review the reasons for the transfer.

B. The term "seniority", as used for layoff and recall purposes shall be defined as follows: Length of continuous service within the District computed from the most recent date of hire within the unit, applied within a tenure area, subject only to the specific exceptions set out below:

(1) Where a unit member has previously been employed within the unit, thereafter worked outside but within the School District, and returned to unit membership, time spent outside the bargaining unit shall not be counted for seniority purposes but all time spent within the bargaining unit shall be included.

(2) Paid leaves of absence will be included within the seniority calculations and shall not be deemed to be a break in seniority.

C. Teacher employees who are non-residents of the District and who wish to have their child attend the East Rochester Union Free School District may do so upon appropriate notification to the District. For teacher employees whose children do attend the East Rochester Union Free School District, non-resident tuition will be waived.

ARTICLE VI - SUMMER SCHOOL

The policy of the Board of Education is to provide a summer school program in keeping with the needs of the District. The District will post summer school positions by June 1 of

each year. Full-time, certified, qualified teachers employed by the District will be given first consideration.

ARTICLE VII - PROTECTION OF TEACHERS

A. ASSISTANCE IN ASSAULT CASES

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

2. The school counsel shall inform the teacher immediately of his or her rights under the law; shall provide such information in a written document, and shall notify the teacher of his or her readiness to assist the teacher as follows:

   a. By obtaining from police and/or from the principal relevant information;
   b. By accompanying the teacher in court appearances;
   c. By acting in other appropriate ways as liaison between teacher, police and the courts.

B. TEACHER DISCIPLINARY ACTION-LEGAL COUNSEL

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

C. TRANSPORTATION OF STUDENTS BY TEACHERS

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

D. PERSONNEL FILES

(1) The official District personnel file shall be kept in the Central Office.

(2) A teacher and his or her representative, if he/she so desires, may have access to all material in his/her file during normal business hours, except pre-employment recommendations and material not connected with employment, such as references for other than District employment. If the

teacher has any concern about his/her personnel file, he will make that concern known to the central administration as soon as possible.

(3) A teacher shall be allowed to have copies made of any documents contained in his/her file, exclusive of recommendations. Teachers will assume cost at the going rate.

(4) No material shall be placed in a teachers' personnel file without teacher acknowledgment. A teacher must acknowledge receipt of such material and may submit a written notation regarding any material. The same shall be attached to the file copy of the material in question.

(5) Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student or other person shall be called to the attention of the teacher within five (5) days of the complaint if the complaint is to be placed in the teacher's personnel file.

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

ARTICLE VIII – ABSENCE FROM DUTY

A. PERSONAL ILLNESS

All full-time teachers shall be allowed Twelve 12 days absence due to illness each year without any deduction in salary. Any of the above unused days shall be credited to a sick leave reserve. The total limit of this reserve shall be 230 days.

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

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

(a) Part-time teacher: That teacher employed on a regular basis but whose work is less than thirty school hours per week.

(b) Sick day: for part-time teachers, a sick day is that scheduled work day they are regularly assigned. For example, a teacher working 3/5 time gets a sick day equal to that fractional time. The intent is that a sick day equals the work day and that pay for a sick day equals pay for one part-time work day.

(2) Part-time teachers shall be allowed Twelve (12) days of absence due to illness each year without deductions in salary. Any unused sick days at the

end of the school year shall be credited to a Sick Leave Reserve proportionately restricted as for a full-time teacher.

(3) Any part-time teacher who has accumulated unused sick days at the end of a school year and who will move to a full-time work schedule the following year, such accumulated unused sick days will be pro-rated and converted to full-time day equivalents. For example, a 3/5 part-time teacher who has not used the 10 part-time sick days per year and who moves to a full-time schedule will have accumulated 3/5 of (12) full-time sick days or seven (7) full-time sick days.

B. SICK LEAVE BANK

See Appendix

C. PERSONAL ACCIDENT

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

(1) The District carries employees' compensation insurance. In the event of accident covered by such insurance, professional employees shall be paid the difference between the wage allowance under compensation and the salary which would have been earned had there been no absence from duty.

(2) Any award for permanent injury or disfigurement is excluded in this consideration.

D. ILLNESS OR ACCIDENT IN THE FAMILY

Time not to exceed five (5) days per year, not cumulative, may be used for critical illness or accident in immediate family or for unusual circumstances brought about by illness or accident in the immediate family. These days will be taken from the personal Sick Leave Reserve. Immediate family will be defined to mean spouse, child, father, mother, sister, brother or relative living in the household.

E. DEATH IN THE FAMILY

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

(1) Five (5) consecutive workdays during the school year for spouse, son, daughter, father, mother, sibling, father/mother-in-law.

(2) Three (3) days for brother/sister-in-law, grandparents, grandchild.

(3) Up to two (2) days for other deaths not covered may be granted at the sole discretion of the Superintendent of Schools.

(4) One (1) day will be allowed for aunts, uncles, cousins, nieces and nephews.

(5) Days granted only if necessary to actually attend except as modified below.

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

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

F. JURY DUTY

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

G. PERSONAL OBLIGATIONS

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

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

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

H. VISITING DAYS

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

I. FAMILY LEAVE POLICY

A leave of absence for maternity purposes shall be granted on the following basis:

(a) Notification: As soon as the employee determines she is pregnant, she must notify the Superintendent's Office in writing, with a statement from her physician which provides his estimate of the delivery date and his evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.

(b) Commencement: The employee must notify the Superintendent's Office, in writing, of the date she wishes to commence her leave of absence, as determined by her attending physician. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position, and furnishes additional statements from her physician upon reasonable request.

(c) Duration: Within eight weeks following termination of pregnancy, the employee's physician will certify in writing to the Superintendent that such employee is or is not physically capable of returning to work, After medical certification, the employee may be granted an additional leave, without benefits, up to one year from the date of medical certification. She may resume her teaching duties upon giving fifteen (15) days notice to the Superintendent.

(d) Return from leave: Upon her return she shall be placed in her same or similar position for which she is qualified. All benefits shall be reinstated upon her return; however, she shall not advance in salary unless she taught at least through February of the school year in which her leave commenced.

(e) Benefits: While on leave, shall be extended as for any other employee on sick leave. The paid portion of such a leave is only for the period of time

which the employee herself is physically disabled, and only to the extent such employee has sick leave days accumulated.

J. ADOPTION LEAVE

(1) Any teacher adopting a child or children will be granted a one-year leave of absence without pay upon request.

(2) Upon return the teacher shall be placed in the same or similar position for which qualification exists. All benefits shall be reinstated upon teacher's return. Salary will commence at the next appropriate salary step for that individual. (For example, a teacher who leaves after a year when on step 12 will be placed on step 13 when he or she returns.)

K. NOTIFICATION OF ABSENCE

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

L. TERMINATION OF EMPLOYMENT

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

M. SALARY DEDUCTION

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

ARTICLE IX - PAID PROFESSIONAL LEAVES

A. INTENT

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

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

B. PURPOSES FOR WHICH PAID PROFESSIONAL LEAVES MAY BE GRANTED

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

(1) Study: Advanced study in a recognized field which enables participants to improve their teaching, administrative and supervisory skills and thus enhance the educational program of the East Rochester Public Schools.

(2) Research: Participation in a research program, individual research or institutional research which will improve knowledge of his field and better prepare the individual staff member for service to East Rochester Public Schools. Along with research some staff members may want to use a professional leave to write a dissertation, a textbook or a series of articles.

(3) Teaching: There are many excellent school systems in which new and exciting explorations are taking place. It would seem to be a benefit to the East Rochester Public Schools to allow its teachers to use a paid professional leave in teaching in an outstanding school system. This might be teaching at a university, in a foreign school in experimental or institutional settings, or in an eminently superior school setting. Such participation should be a significant addition to our own curriculum and procedures.

(4) Industry: There may be times when a staff member would gain by using a paid professional leave to work in industry. Industrial experience would prove beneficial to those teachers dealing with programs related to industry or business.

C. LENGTH OF PROFESSIONAL LEAVE

(1) It is assumed that in most situations the request for paid professional leaves will be a request for a full year away from the school. However, consideration will be given to half-year absence.

(2) If the one-year leave of absence is not sufficient for the completion of an academic program or perhaps a research program, participants may apply for an additional leave of absence without pay with assurance of reappointment to the system upon completion of this leave.

D. ELIGIBILITY AND QUALIFICATIONS

(1) All full-time professional employees of the School District who meet the requirements listed are eligible to apply for the paid professional leave program.

(2) Length of Service: An application for paid professional leave will be accepted after an applicant has served satisfactorily as a full-time professional employee in the East Rochester Public Schools for a period of (5) years.

(3) Application forms for a paid professional leave should be obtained from the Superintendent. Completed applications must be returned to the Superintendent by March 1 of the year prior to the school year for which the leave is requested.

(4) The granting of a paid professional leave for a given individual in a given year is contingent on the availability of a suitable replacement. If a suitable replacement is unavailable in a given year and an applicant is denied the granting of a paid professional leave for that reason, he will receive priority for the following year or when a suitable replacement is available.

(5) No more than two members of the professional staff regularly employed in a given year may be granted paid professional leave.

(6) A candidate, having made application for a paid professional leave, will be allowed to withdraw as a candidate without penalty if his withdrawal comes prior to the employment of his replacement or when other arrangements can be made for the given school year. If a candidate withdraws his application in a given school year, he will remain on the eligibility list until his paid professional leave is taken.

(7) The granting of a paid professional leave will in no way jeopardize the applicant's eligibility for receiving fellowships or other leaves of absence at later dates. Time spent on professional leave will be considered equivalent to service within the School District except that it will not be considered as a year of service in computing the five-year requirement for an additional paid professional leave.

E. STIPENDS AND BENEFITS

(1) An applicant who has received a paid professional leave for a full year may be granted up to one-half his normal teaching salary for which he is eligible during the year he takes his leave, exclusive of extra duties. If he is granted a half-year paid professional leave, he can be granted up to his normal teaching salary for that half year.

(2) The salary to which a paid professional leave recipient is entitled will be paid on a regular school year payroll schedule.

(3) Paid professional leave shall be considered as service for a regular step on the salary schedule.

(4) Credit for hours accrued on a paid professional leave will be granted immediately after returning from leave, subject to the restrictions of the salary schedule in effect at that time, and the receipt of an official transcript.

(5) A person awarded a paid professional leave will be eligible for across-the-board salary increases which become effective while he is on leave.

(6) A person awarded a paid professional leave will be appointed to at least a comparable position on his return.

(7) Provisions will be made for health insurance, major medical and other fringe benefits for which a person would normally be eligible.

(8) Recipients of a paid professional leave must report scholarships, grants in aid, teaching salaries, fellowship aid, research grants or other forms of related income. The salary grant from the School District may be contingent on these other forms of income. Total income while on leave shall not be more than the scheduled local teaching salary.

F. OBLIGATIONS

(1) Recipients of a paid professional leave from the East Rochester Public Schools are obligated to return to the East Rochester Public Schools to serve a minimum of two years after completion of their leave program.

(2) If for some reason a person does not return to the East Rochester Public Schools after the completion of his paid professional leave and any extensions such as a leave of absence without pay, he shall contract to reimburse the School District for all monies expended by the District for his benefit during the extent of the paid professional leave.

(3) If a person returns to the School District but leaves before his obligations are completed, he must reimburse the School District proportionately for the time yet to serve under the conditions outlined in (2) above.

(4) In the event of death or disability, the recipient of a leave of absence or his estate would not be expected to reimburse the School District.

(5) Along with the application for a paid professional leave the teacher must submit a detailed plan of the way in which the paid professional leave would be spent and its educational relevance. This plan shall be evaluated in terms

of its educational relevancy and approved by the Superintendent before the professional leave is granted.

(6) All recipients must follow carefully their proposed and accepted plan and any deviations from this plan must be reported immediately to the Superintendent. The continuation of the paid professional leave will be dependent upon acceptance of the change in plans. This, of course, would not be applicable to small changes in college study plans as perhaps would be dictated by the chairman of a degree program or of a department.

(7) All paid professional leave recipients must make a comprehensive final report to the Board of Education, the Superintendent and to other groups within the school setting as directed by the Superintendent.

(8) Interim reports, while not necessary, are desirable and would be welcomed.

(9) If a paid professional leave is given for study, there will be no restrictions as to the minimum number of hours taken in a given semester, or a given year, but the anticipated program will be approved by the Superintendent, and it is expected that a recipient will carry on a full-time study program.

(10) On paid professional leaves granted for research, the major part of the recipient's time must be spent in active research endeavors. This would include active field research plus library research and writing of reports of the research such as in a doctoral thesis.

(11) It is expected that on paid professional leave programs granted for teaching as outlined under "Purposes", the work would be of such a nature that benefits could be derived by the East Rochester Public Schools on the return of the recipient.

ARTICLE X - GRIEVANCE PROCEDURE

A. DEFINITION

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

B. TIME LIMITS

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

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

(3) The time limits may be extended by mutual agreement.

C. GENERAL PRINCIPLES

(1) It shall be the firm policy of the Board to assure to every teacher an opportunity to have unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.

(2) The failure of an aggrieved party to raise a grievance in the prescribed time period or to proceed to the next step within the time limit set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, provided, however, in the event new facts are obtained which were not previously known to him but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated; provided further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated the presentation of such evidence to the parties in interest shall constitute ground to reopen the grievance at the level at which it had been terminated.

(3) At any level, the failure of an Administrator to communicate his decision to the teacher within the specified time limits shall permit a teacher and/or the professional status committee to proceed to the next level.

(4) If a grievance is filed on or after June 1st through September 15, Days between June 1 to and through September 15 shall mean teacher working days. For grievances filed at any other time during the school year, days shall be as defined in Section A.

(5) Forms for filing grievances, serving notice, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared. The Board shall then print appropriate forms for distribution so as to facilitate operation of the grievance procedure.

(6) Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to all interested parties.

(7) If in the judgment of either party, a grievance affects a group or class of teachers and appears to arise from the alleged action of authority higher than the Principal of a school or is associated with system-wide policies, it may be submitted directly at Step 2, to be described below.

(8) Every effort will be made to schedule grievance hearings after school hours. If unable to accomplish it after the hours of employment, investigation of grievances as may be required shall be conducted during the hours of employment. In the course of such investigation, representatives of the Association will advise the Principal of the building being visited of the purpose of the visit immediately upon arrival. Every effort will be made to avoid interruption of classroom activities and to avoid involvement of students in any phase of the grievance procedure.

(9) Nothing contained herein will be construed as limiting the right of any party having a grievance to discuss the matter informally with any appropriate member of the other party and having the grievance adjusted without imposition of the formula procedure, provided such adjustment is not inconsistent with the terms of this Agreement.

D. STEPS IN THE GRIEVANCE PROCEDURE

(1) All grievances must be reduced to writing and submitted to the teacher's immediate superior or to the teacher (if grievance is raised by the Board) within twenty (20) days after the event occurred giving rise to the grievance. A written answer to the grievance must be rendered within five (5) days.

(2) If not settled, the grievance may, within ten (10) days, be submitted to the Superintendent or the President of the Association. A meeting on the grievance shall be held within ten (10) days and a written decision on the grievance rendered within five (5) days thereafter.

(3) If not settled, the grievance may, within ten (10) days, be submitted to the Board or President of the Association, who shall consider the same within five (5) days or at its next scheduled meeting, whichever is later. A decision shall be rendered within ten (10) days thereafter.

(4) If not settled, the grievance may, within fifteen (15) days, be submitted to final and binding arbitration before an arbitrator selected according to the procedures of the American Arbitration Association.

(5) The arbitrator's decision will be in writing and will set forth his finding of fact, reasoning and conclusions of the issues submitted.

(6) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(7) The arbitrator shall not have the power to add to, subtract from, vary, modify or amend the terms of this Agreement.

(8) Arbitration shall not have the authority to deny to the Board or the Association membership any function, judgment and discretion granted to the Board or the Association membership by law.

(9) Cases involving moral turpitude or professional competence will not be arbitrated.

(10) The decision of the arbitrator shall be final and binding upon all parties and shall become a part thereof.

(11) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

ARTICLE XI - HEALTH INSURANCE

A. HOSPITAL, SURGICAL, MEDICAL PLAN

Recognizing current practice, the Board of Education will make available to all qualifying teachers who elect to become members, BluePoint 2 Extended, BluePoint 2 Select, BluePoint Value, and Blue Million Health Insurance Plans.

The District will pay 85% of the plan selected by the employee except for all current and new employees who enroll in BluePoint 2 Value Health Plan, the district will pay 90% of the premium.

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

Health Insurance for Retirees prior to July 1, 2006.

Years of Service	Percentage Paid Premiums
20 years +	100%
19 years	95%
18 years	90%
17 years	85%

16 years	80%
15 years	75%
14 years	70%
13 years	65%
12 years	60%
11 years	55%
10 years	50%

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

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

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

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

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

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

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

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

B. DENTAL PLAN

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

C. EMPLOYEE ASSISTANCE PROGRAM

The District will make available an Employee Assistance Program.

D. FLEXIBLE SPENDING ACCOUNT

The District will make available a Flexible Spending Account Program. The maximum amount will be $3,000 for the life of this Agreement.

E. Health Insurance Buyout

The district will agree to the following which will go into effect ONLY IF TEN (10) OR MORE EMPLOYEES CURRENTLY ENROLLED IN A DISTRICT HEATLH PLAN OPT OUT OF THE PLAN.

Effective July 1, 2003, and annually thereafter, current unit members or new employees who elect not to enroll in any of the District health plans may "opt out" of the plans under the following conditions and circumstances:

(1) The employee must give written notice to the Business Office that he/she is opting out of the district health plan by August 31. The employee must re-apply for the buy-out each year by August 31.

(2) The employee must provide proof of other coverage of health insurance in a manner acceptable to the business office once per year. The District and the ERTA will work out the manner of proof. The employee must also sign a health insurance waiver each year that they intend to participate in the buyout.

(3) Employees who opt out of the District health plans for which they are eleigible for coverage shall receive the following stipend in a single payroll check in each June following the year of the buyout. The District will not pay the buyout stipend ahead of the actual service year.

   a. Individual plan $1,250
   b. Two person or family plan $2,250

(4) An employee who loses his/her alternative health coverage during the year, e.g., divorce or death of individual who is insurance provider, who wishes to reenter District plans, must make immediate written request to the Business office and will be readmitted only to the **Blue Point 2** plans in accordance with the rule and

regulations of the carrier. The following year the employee may opt into the blue million plan as well. A unit member who returns to the district health plan during the year will only be entitled to a prorated amount of the buyout stipend.

(5) During a year where there are at least ten (10) active participants that "opt out" of the District health plans, therefore, activating the buyout program, a new employee must provide notice of waiver within thirty (30) days of hire. Notice received after 9/30 will result in a prorated stipend amount that will be paid the following year in the month of June.

(6) Employees who elect the buyout option must be in their correct plan of coverage, i.e. individual land or dependent plan dependent coverage in the family plan.

(7) Anyone enrolled in the district health insurance plans must stay enrolled for one year prior to the discontinuation of coverage. This is a rule established by the insurance carrier.

ARTICLE XII - CURRICULUM

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

A. Active curriculum committees will continue to be set up on subject matter fields. Members working on curriculum committees will be chosen by the Administration so that a full range of experience is utilized. These committees will keep abreast of new materials, current practices of other schools and experimentation taking place in their fields.

B. By the preceding February, each curriculum committee will report its recommendations, names of teachers to work on curriculum change and an itemized budget.

C. If a curriculum committee feels a need for additional study by a teacher, or teachers, for the purpose of meeting demands of new curriculum, a request for a grant may be made to the Superintendent. If approved, this grant would cover tuition, travel and a stipend equal to the amount offered by the Federal Government. If a teacher receives a Federal Grant, he or she is not eligible for Board reimbursement.

D. In-service courses will continue to be given. Areas of interest will be determined in part by suggestions from classroom teachers in cooperation with Administrators. In-service courses will be given for enrichment if sufficient desire is shown by the teachers.

E. Teachers will be encouraged to develop programs within the bounds of the established curriculum and consistent with the philosophy of the Board.

ARTICLE XIII - ASSOCIATION RIGHTS

A. The Board of Education recognizes that it may be necessary, on occasion, for a representative of the negotiating unit to attend meetings relating to unit activities. On such occasions a request for absence shall be honored by the Superintendent provided an adequate substitute is available. The cost of the substitute will be borne by the negotiating unit.

B. Before the Board adopts a change in policy which affects wages, hours and other terms or conditions of employment when such a proposed change is not related to a specific item in the Agreement, the Superintendent will introduce the change to the Association Executive Team for discussion and proposed recommendation to the Board of Education.

C. Copies of this Agreement shall be made available in booklet form and in the teacher's handbook to all professional employees. It shall be the duty of the individual employee to familiarize himself or herself with the Agreement and keep material up to date and available.

D. There shall be posted in the faculty rooms of each building notice of scheduled public Board meetings at least 24 hours in advance of such meetings.

E. All conditions of employment as defined in this contract shall be maintained at not less than the highest standard in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

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

ARTICLE XIV - BOARD RIGHTS

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

ARTICLE XV - SALARIES

A. TEACHER SALARY AMOUNTS AND CALCULATIONS

(1) Service Credit. Service Credit for salary purposes shall be established by the Superintendent of Schools at the time a teacher is hired.

(2a) Graduate hours earned credit. Each teacher employed prior to July 1, 1994, shall receive appropriate payment for new graduate hours approved and credited during the term of this agreement. Such payment shall be as follows:

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

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

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

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

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

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

(3) The following longevity increases will be paid retroactively of one year for each block. Differentials will then be paid upon achieving teaching experience levels in private and/or public schools.

15 Years	$300
20 Years	$500
25 Years	$650
30 Years	$800

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

(5) Starting Salaries during this agreement shall be:

1999 - 2000..... $30,000
2000 – 2001..... $30,500
2001 - 2002..... $31,000
2002 - 2003..... $31,500

Effective June 30, 2003, each teacher's salary will be increased by .5 percent (no money to be paid), however, the following percentage increases will be applied to the new base salary for each teacher.

Year One	4.00%
Year Two	4.00%
Year Three	4.00%
Year Four	4.00%

B. EXTRA PAY FOR EXTRA SERVICES

(1) The schedule of extra pay for extra services will be according to the schedules which are annexed hereto and made a part hereof.

(2) Teachers coming into the District who have prior experience in an extra duty area may, at the discretion of the Superintendent, be granted full or partial credit for such prior experience if the teacher is assigned to an extra duty area comparable to that in which such prior experience was gained.

(3) (a) Regular teaching staff members employed for summer school shall be paid $25.25 per hour or 1/200th of the teacher's salary, prorated for hours worked (based on a 7 hour day), whichever is less. (Effective on July 1, 2000 the rate shall be $27.78)

(b) Effective July 1, 1994, teaching staff members employed for summer curriculum work shall be paid as follows:

(1) $17.00 per hour for developing written curriculum or modifying curriculum in accordance with guidelines to be established by the Superintendent; (Effective on July 1, 2000 the rate shall be $18.70)

(2) $12.00 per hour for staff development, inservice training or other programs as determined by the Superintendent. (Effective on July 1, 2000 the rate shall be $13.20)

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

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

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

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

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

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

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

(6) Insofar as possible, teachers assigned to extra duty areas shall receive written notification of such assignment not later than June 1 of the preceding school year.

(7) Secondary School Detention Stipend (one hour after school) is $3,163 for the full year.

(8) Media Director: K-12 - Involves after-school work at a stipend of $2,000.

C. EXTRA PAY FOR EXTRA DUTIES

Salary Schedule of Extra Pay for Extra Services 2003-2007						
Duty	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Freshman Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Sophomore Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Junior Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Senior Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Dramatic Coach	$796	$910	$1,022	$1,198	$1,318	$1,450
HS Dramatics-Music Coach	$1,366	$1,565	$1,817	$1,990	$2,190	$2,409
HS Stage Crew Assistant	$796	$910	$1,022	$1,198	$1,318	$1,450
HS Newspaper Advisor	$970	$1,234	$1,498	$1,764	$1,939	$2,133
JH Newspaper Advisor	$450	$683	$910	$1,087	$1,197	$1,317
Student Council Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
HS Yearbook Advisor # 1	$1,133	$1,366	$1,565	$1,742	$1,915	$2,107
HS Yearbook Advisor # 2	$1,133	$1,366	$1,565	$1,742	$1,915	$2,107
Student Store	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Senior Class Coordinator	$683	$1,133	$1,235	$1,309	$1,441	$1,585
FBLA	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Literary Club	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Foreign Language Club	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Math Team	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Boy's Varsity Club	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Girl's Varsity Club	$683	$1,133	$1,235	$1,309	$1,441	$1,585
National Honor Society Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
JH Honor Society	$683	$1,133	$1,235	$1,309	$1,441	$1,585
JH Student Council	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Middle Level Yearbook Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Environmental Club	$683	$1,133	$1,235	$1,309	$1,441	$1,585
HS Computer Lab	$1,366	$1,565	$1,817	$1,990	$2,190	$2,409
Middle Level Computer Lab	$1,366	$1,565	$1,817	$1,990	$2,190	$2,409
HS Art Club	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Mastermind	$683	$1,133	$1,235	$1,309	$1,441	$1,585
JH Science Olymipad #1	$683	$1,133	$1,235	$1,309	$1,441	$1,585
JH Science Olymipad #2	$683	$1,133	$1,235	$1,309	$1,441	$1,585
HS Science Olympiad #1	$683	$1,133	$1,235	$1,309	$1,441	$1,585
HS Science Olympiad #2	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Chess Club	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Model UN Advisor	$683	$1,133	$1,235	$1,309	$1,441	$1,585
Middle Level Dramatics Coach	$1,366	$1,565	$1,817	$1,990	$2,190	$2,409
Middle Level Stage Crew Asst.	$683	$1,133	$1,235	$1,309	$1,441	$1,585
After School Academic Lab	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155
Celtic Music Society	$1,366	$1,565	$1,817	$1,990	$2,190	$2,409
Secondary Detention	$3,163					
Secondary Extra-Curricular Study Hall	$2,119					
Distributed Systems Specialist/Webmaster	$7,500					
Chaperones – Note: Rate for sports that include JV and Varsity games will be equal to the basketball rate.						
Buses	$43.41					
Dances	$43.41					
Athletic	$43.41					
Basketball	$58.47					

D. ATHLETIC STIPEND SCHEDULE

Grouping	Level	Sports	Boys/Girls
A	Varsity	Football	Boys
A	Varsity	Basketball	Boys
A	Varsity	Basketball	Girls
A	Varsity	Wrestling	Boys
B	Varsity	Baseball	Boys
B	Varsity	Field Hockey	Girls
B	Varsity	Lacrosse	Girls
B	Varsity	Soccer	Boys
B	Varsity	Softball	Girls
B	Varsity	Track	Boys
B	Varsity	Volleyball	Girls
B	Varsity	Track	Girls
B	Varsity	Indoor Track	BG
*B	*Varsity*	*Assistant Football*	*Boys*
C	Junior Varsity	Basketball	Boys
C	Junior Varsity	Basketball	Girls
C	Junior Varsity	Football	Boys
C	Junior Varsity	Wrestling	Boys
D	Varsity	Cross Country	Boys/Girls
D	Varsity	Golf	Boys/Girls
D	Varsity	Tennis	Boys
D	Varsity	Tennis	Girls
D	Junior Varsity	Volleyball	Girls
D	Junior Varsity	Baseball	Boys
D	Junior Varsity	Field Hockey	Girls
D	Junior Varsity	Lacrosse	Girls
D	Junior Varsity	Soccer	Boys
D	Junior Varsity	Softball	Girls
D	Junior Varsity	Track	Boys/Girls
D	Varsity	Cheerleading(Winter)	Girls
D	9th Graders	Basketball	Boys
E	Varsity	Cheerleading(Fall)	Girls
E	Junior Varsity	Cheerleading (Winter)	Girls

E	Junior Varsity	Cross Country	Boys/Girls
E	Junior Varsity	Golf	Boys/Girls
E	Junior Varsity	Tennis	Boys
E	Junior Varsity	Tennis	Girls
F	7-8	Basketball	Boys
F	7-8	Basketball	Girls
F	7-8	Volleyball	Girls
F	7-8	Wrestling	Boys
F	7-8	Football	Boys
F	Junior Varsity	Cheerleading (Fall)	Girls
F	7-8	Baseball	Boys
F	7-8	Cross Country	Boys/Girls
F	7-8	Lacrosse	Girls
F	7-8	Soccer	Boys
F	7-8	Softball	Girls
F	7-8	Field Hockey	Girls
G	7-8	Track	Boys/Girls
G	7-8	Cheerleading	Girls

The following chart is a list of the groups and the steps associated with each group.

Grouping	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A	3,344	3,612	3,868	4,132	4,372	4,616	4,844	5,056
*B	*2,311*	*2,534*	*2,717*	*2,935*	*3,143*	*3,357*	*3,543*	*3,741*
*C	*2,275*	*2,477*	*2,675*	*2,890*	*3,094*	*3,306*	*3,488*	*3,564*
D	1,600	1,742	1,881	2,032	2,176	2,324	2,453	2,570
E	1,280	1,393	1,505	1,625	1,741	1,859	1,962	2,056
F	1,165	1,280	1,393	1,505	1,625	1,741	1,840	1,935
G	758	841	924	1,006	1,087	1,174	1,245	1,314

* ***CHANGED***

ARTICLE XVI - TEACHER EVALUATION

A. RECOGNITION

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

(1) Mutually agreed-upon forms shall be developed to provide for the complete appraisal of teachers.

(2) The processes used to appraise teachers and instruction will be determined by the procedures set forth in this Agreement.

B. PURPOSE

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

C. APPRAISAL PROCEDURES

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

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

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

Have candid appraisal of his or her work.

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

Seek and receive reasonable supervisory assistance.

(2) It is further understood that:

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

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

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

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

D. OBSERVATONS/EVALUATION COMMENTS

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

The District and the Association will form a joint committee to revise the evaluation procedure for teachers in accordance with the discussions held on professionalism during negotiations and, in particular, May 25, 1999. If there is no agreement, the current system will remain in place.

ERTA agrees to Evaluation form to be narrative format under existing categories. The determination of the ultimate evaluative instrument and its contents will be left to the committee as constructed above.

E. NON-TENURED TEACHERS

(1) Probationary teachers will be observed at least three times a year.

(a) The first required observation shall be completed by November 15.

(b) The second required observation shall be completed by February 1.

(c) The third required observation shall be completed by April 1.

(d) Post-Observation Conference: Within five days after an observation is conducted, the teacher shall have a post-observation conference with the appraiser who conducted the observation. No later than five days after the teacher has this conference, the teacher will receive a written copy of the observation. Upon receipt of a written copy of the observation, the teacher may request a conference with the appraiser to discuss the observation report. This conference shall take place within five (5) days of receipt of the observation report.

(2) A complete appraisal of a probationary teacher's performance will be completed twice a year.

(a) The first required appraisal shall be completed by December 15;

(b) The second required appraisal shall be completed by April 15;

(c) Within five (5) school days after the teacher receives the completed form, the teacher will have the opportunity to have a conference with the appraiser to discuss it.

F. TENURED TEACHERS

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

ARTICLE XVII – RETIREMENT BENEFIT

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

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

ARTICLE XVIII - EXCELLENCE IN TEACHING (EIT)

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

ARTICLE XIX - CONTRACTUAL LIMITATIONS

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

C. This agreement and all of its provisions are subject to all applicable laws. In the event any part of this Agreement is held to violate these laws, neither party will be bound to the inviolate part, but the remainder of the Agreement will be in force for both parties.

D. This contract shall become effective July 1, 2003 and shall continue effective until midnight, June 30, 2007.

DATED: 8/24/04

EAST ROCHESTER TEACHERS ASSOCIATION

By John Donaldson
John Donaldson, President

SUPERINTENDENT OF SCHOOLS

By Howard Maffucci
Howard Maffucci, Superintendent of Schools