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#### **Contract Database Metadata Elements**

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**Contract**

**By and Between**

**The Rome City School District**

**and**

**The Rome Teachers Association**

**NYSUT/AFT/NEA/AFL-CIO Local # 2961**



**July 1, 2010 through June 30, 2013**





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**ARTICLE 1**  
**PREAMBLE**

In order to effectuate the provisions of the Public Employees' Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to encourage the increase of effective and harmonious working relationships between the Rome Superintendent of Schools as Chief Executive Officer and as the representative of the Rome City School District and the professional employees represented by the Rome Teachers' Association (hereinafter referred to as the "Association") and to enable the professional employees more fully to participate in and contribute to the cause of public education in Rome, New York, this Agreement:

**WITNESSETH**

**WHEREAS**, the Superintendent as Chief Executive Officer and as representative of the Rome City School District and the Association recognize and declare that providing a quality education for the children of Rome, New York, is their primary mutual aim and responsibility and the quality of such education is heavily dependent upon the quality and morale of the professional staff, and

**WHEREAS**, the members of the teaching staff have personal needs and desires that must be considered in making any decisions affecting the hours, wages and terms and conditions of employment, and

**WHEREAS**, the Association and the administration have a joint responsibility to respect and obey all provisions of this Agreement and to make every effort to assure that its members discharge their duties faithfully, and

**WHEREAS**, the Superintendent as Chief Executive Officer of the District and the Association as representative of the professional staff have a statutory obligation pursuant to the Public Employees' Fair Employment Act to negotiate in good faith with respect to hours, wages and terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm this Agreement:

It is hereby agreed as follows:

**ARTICLE 2**  
**RECOGNITION**

- A. The Board of Education of the Rome City School District recognizes the Rome Teachers' Association as the exclusive and sole bargaining representative for the following professional employees: classroom teachers, special teachers, library media specialists, psychologists, guidance counselors, social workers, school nurse teachers, registered nurses, speech therapists, and all other professionally certified employees and all non-certificated employees filling positions for which certification is normally required by the New York State Education Department excluding substitutes and the administrative unit legally recognized by the Board. During the term of this Agreement, the Association will be notified of the creation of any new positions whose function is essentially similar to any already in the unit.

- B. The Board recognizes the Association as the exclusive representative of the employees so named above for the purpose of negotiations regarding wages, hours, terms and conditions of employment and in the settlement of grievances under the laws of the State of New York.
- C. The parties agree to extend the period of unchallenged representation status for the maximum period authorized by Article 14 of the Civil Service Law, section 208c.
- D. DEDUCTION OF FEES FROM SALARY
1. The Superintendent agrees to deduct from the salaries of the employees in the unit defined above dues for the Association and its affiliates as said teachers individually submit written authorization for the Board to deduct.
  2. The following combination will be eligible for salary deduction:

R.T.A. and its affiliates, VOTE-COPE and N.Y.S.U.T. Benefit Trust.
  3. Deductions for the above will be made in twenty (20) equal installments, beginning with the second paycheck. R.T.A. members may begin payroll deductions at any time after the second paycheck upon ten (10) days prior to notification to the payroll department.
  4. Payroll deductions will automatically be renewed for the next year unless the Association received notice of cancellation of such authorization. It shall further be the responsibility of the Association to notify the central office administration at least ten (10) days prior to receipt of the second paycheck.
  5. Any teacher who wish to have the Board discontinue deductions will be able to do so by notifying the administration and the Association in writing one pay period before the change is to take place. That teacher must then complete his/her payment of Association dues to the Association in a single payment within thirty (30) days.
  6. All receipts will be deposited to the Rome Teachers' Association account.
  7. The Payroll Department shall provide the Association with a print-out of dues deductions for Association members at such times as payment is made to the Association.
- E. The Administration agrees to deduct from each paycheck, and in accordance with a signed, written voluntary authorization to do so, the amount stated on such authorization to be used for the purchase of United States Savings Bonds in such denominations as indicated by the employee on the voluntary authorization.

**ARTICLE 3**  
**SUPPORT OF EXCLUSIVE TEACHER REPRESENTATIVE**

- A. Effective July 1, 1985, all members of the bargaining unit who are newly employed for the 1985-86 school year and thereafter and who do not join the Association, shall pay to the Association a service charge as a contribution towards the cost of administration of this Agreement and the representation of such employees. The amount of such service charge shall be equivalent to the dues required of members of the Association. The service fee shall be deducted by the District, subject to the

provisions of the applicable law, from each employee's paycheck in equal installments beginning with the first paycheck.

- B. The Association certifies that it has created a legal refund procedure for agency fee payors who object to illegal expenditures, and that it has procedures for dealing with such fees and with agency fee payors in a lawful manner.
- C. In the event that the District incurs any liability for damages, litigation expenses, or any other expenses whatsoever in connection with the agency fee deduction, the Association agrees to indemnify the District and hold it harmless for such expenses.

#### ARTICLE 4 NEGOTIATION PROCEDURE

##### A. TIME AND SCOPE OF NEGOTIATIONS

On or about November 1 and no later than December 1 the parties agree to enter into collective negotiations for the ensuing school year in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of professional staff employment for the ensuing school year. The Association and Superintendent negotiating teams will make every effort to commence formal negotiations prior to February 1.

Items subject to negotiations include any of the terms in this contract as well as such additional matters as may be properly negotiated under the laws of the State of New York. Any agreement so negotiated shall be reduced to writing.

##### B. AVAILABILITY OF BUDGETARY AND STATISTICAL INFORMATION

During negotiation, the Superintendent or his/her designated representative(s) shall furnish to the Association upon request such information as required for negotiations. In the event that extensive research is required, the Association will do the research with the Superintendent providing all necessary data. Such information shall be in sufficient detail to facilitate the negotiation process. By example, the Superintendent, upon request, shall furnish all labor costs, to include wages and salaries, retirement, benefit costs, hospitalization and other insurance costs, sick leave costs, personal leave costs, etc., budget information and tax and other revenue information. Upon request the Association will provide the Superintendent with pertinent public information in its possession.

- C. On matters which affect earnings, hours of work and other working conditions not already covered in the agreement, whenever feasible the Board should apprise the Association in sufficient time before it takes action to allow an opportunity for the presentation of an Association position. When this is not feasible, after the action is taken, an opportunity should be afforded the Association to be heard and the Board should agree to reconsider the action in light of the Association position. In no case, however, should it be required that the Board obtains Association agreement on the action, if it is not otherwise in violation of the Agreement.

**ARTICLE 5**  
**RESPONSIBILITY**

- A. Teachers shall be responsible directly to the principal of the school, and, if applicable, the director of the department of which they are assigned. As a general rule, the principal shall be in charge of building matters and the directors shall be in charge of departmental matters. Any conflict in directives shall be resolved by the administration upon the request of the teacher. A teacher assigned to more than one school shall be responsible directly to the principal of each school during the time the teacher is assigned to that school.
- B. Teachers shall carry into effect the directives of the Board of Education and the Administrations which are applicable or affect their positions as long as they are not contradictory to this Agreement and shall receive copies of written directives.
- C. It will be the teacher's responsibility to fulfill all certification requirements of New York State. Teachers who do not pursue certification as required by New York State law may be subject to dismissal.
- D. Teachers shall be responsible for providing professional services for the entire school year. The Superintendent may, at his/her discretion, grant time off without pay during the instructional calendar for reasons other than those described elsewhere in this Agreement. A teacher will not ask to be released prior to the end of the school year for purposes of taking courses, except in emergency or unusual situations.
- E. It will be the teacher's responsibility to prepare in advance lesson plans for at least three consecutive days. The lesson plans shall be written so as to show clearly and concisely what the teacher has planned for his or her students in each subject area. Individual differences in teacher preparation of plans shall be recognized. Lesson plans may be collected or inspected at the administration's discretion.
- F. Classroom teachers will have readily available and visible procedures for fire drills, civil defense drills and building evacuation which will be provided by the administration.
- G. Teachers shall keep or report an accurate and complete record of pupils, including their attendance and educational development.
- H. Each teacher shall be responsible for the educational progress of his or her pupils, and shall be acquainted with the abilities, the achievements and the handicaps of each child in order that the instruction may be adapted to the needs of each child.
- I. Teachers shall assist in developing improved means of pupil evaluation.
- J. Pupil progress should be graded according to the report cards provided in each school. The teacher shall use a combination of subjective and objective data to arrive at a grade.
- K. Professional staff absent on a superintendent's in-service day is required to become familiar with all materials presented during the in-service day.

**ARTICLE 6**  
**APPOINTMENT OF TEACHERS**

A. **DESCRIPTION OF DUTIES**

All newly appointed teachers shall be given an orientation folder containing information necessary to acquaint them with the school district. Included in this shall be a letter provided by the President of the Rome Teachers' Association, a copy of this Agreement, a teachers' handbook provided by the administration.

B. **PLACEMENT ON SALARY SCHEDULE**

Newly appointed teachers may be given credit for years of prior experience in the field of education up to a maximum of ten years as agreed upon by the teacher and the district. Honorably discharged military personnel may be granted one year credit on the salary schedule for each year of military service. Military Service credit shall not exceed two (2) years. Additional credit not to exceed two (2) years for Peace Corps, Vista, or National Teaching Corps work related to the teaching field may be given upon initial employment or reemployment.

C. The administration and association recognize the desirability of familiarizing teachers with their rights, duties and responsibilities under this Agreement and shall endeavor to do so.

D. During the term of this Agreement in the appointment of teachers who have not been previously employed in the Rome School System, the Superintendent shall make every reasonable effort to appoint only such teachers who are certified for the position to which they are appointed.

E. The District and the Association will jointly sponsor a meeting of all new bargaining unit staff prior to the opening of school as part of the regular work year. At this meeting new unit employees will be given a brief description of their responsibilities and rights as employees of the District by the Rome Teachers Association's New Teacher Committee in conjunction with the offices of the Director of Employee Relations and Administration and the Assistant Superintendent for Instruction/Curriculum.

F. **TERM SUBSTITUTES**

Term substitutes may be used when there is no bargaining unit member in the appropriate tenure area on the District's Preferred Eligible List. When appropriately certified term substitutes are in a position that is expected to remain enumerated for more than one year, or in a position that may remain enumerated for more than one year, the term substitute shall continue in said position without a break in service. This continuation shall be contingent upon positive evaluations being received by the term substitute.

**ARTICLE 7**  
**TEACHER ASSIGNMENT**

A. The Administration and the Association recognize that pupils are entitled to be taught by teachers who are working within their area of competence. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned to teach classes outside the

scope of their certificates and/or their major or minor fields of study except in emergency situations and by mutual consent.

- B. When a teacher is temporarily assigned outside the scope of his/her teaching certificate, the administration shall make a reasonable effort to reduce the teacher's normal responsibilities.
- C. Teachers will be notified in writing of their tentative assignments for the coming school year, as soon as practicable, and under normal circumstances at least one week prior to the close of school in June. The notification of assignments shall be in writing and include the grades and/or subjects that they will teach, and any special or unusual classes that will be assigned and may not preclude change of assignment.
- D. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary grades will be notified and consulted by their principals as soon as practicable and under normal circumstances no later than one week prior to the close of school in June.
- E. Every effort will be made to avoid reassigning probationary bargaining unit members to different grade levels and/or subject area assignments, unless the teacher requests such a change or the Administration considers it educationally desirable. Prior to reassignment, building administrators will meet with the affected members.
- F. A secondary teacher will not ordinarily teach more than two (2) subject areas nor more than a total of three (3) teaching preparations within these areas at any one time, unless the teacher so requests or agrees. It is intended that subject areas refers to science, mathematics, social studies, etc., and that preparation refers to grade levels such as 7, 8, and 9. Preparations are not to be confused with grouping of students by ability.

Every effort will be made by the secondary principals and department heads to assign classes of different ability among all the teachers in their department and to match teachers with their particular capabilities and/or preferences.

- G. In arranging schedules for professional staff members who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel.

Such professional staff members will be notified of any changes in their schedules as soon as practicable, and under normal circumstances, no later than one week prior to the close of school in June.

- H. All professional assignments will be made without regard to race, creed, color, religion, nationality ancestry, sex, sexual orientation, marital status, age or place of residence, unless a bona fide occupational or education requirement exists.
- I. Teachers who do travel between buildings will not be responsible for the supervisory duties on the secondary level (i.e., home room and study hall).
- J. Teachers who rotate on a semester basis between secondary schools will be assigned a homeroom and study hall only one semester.

**ARTICLE 8**  
**VACANCIES**

- A. Whenever any vacancy shall occur in any professional position in the Rome Public Schools, the Superintendent shall publicize the same by giving written notice of such vacancy to the Association and by providing for appropriate posting in the office of the Assistant Superintendent and on the R.T.A. Bulletin Board in each school. Such positions may be filled on a temporary basis until such vacancy shall have been posted for at least ten days.

Additionally, the District shall use the District website in order to notify bargaining unit members of open positions.

The District will post vacancies by distributing notice of same in the school mail system to the principal and head Association representative in each building as per the most current distribution list on file with the District. A copy will also be sent to the President of the Association at the Rome Teachers' Association's office.

- B. Any qualified teacher may apply for such vacancy. In filling such vacancy all other criteria being equal preference shall be given to a member of the negotiating unit represented by the Association. The Superintendent agrees to give due weight to the professional background and attainments of all applicants. Seniority in the Rome School System shall be a factor in selection for the position.
- C. The Superintendent in his/her written notice of vacancies shall give the qualifications necessary for filling such a position and a brief job description.
- D. Teachers who desire to apply for a position which may be available during the summer vacation period shall submit their names to the Superintendent, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and such notification shall set forth a description of the qualifications for the position together with a brief job description including the duties and salary range. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same time periods, post a list of vacant positions to be filled during the summer vacation period on an R.T.A. bulletin board at the administration office and shall send such list of positions to the Association.
- E. If an applicant for any vacancy is not selected, he/she shall be so notified in writing within five (5) days after selection. If an applicant wishes to determine why he/she was not selected he/she may request a personal interview.

**ARTICLE 9**  
**TEACHER TRANSFERS**

**A. VOLUNTARY TRANSFERS**

1. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building shall file directly with the office of the Superintendent of Schools and his/her designee an application for voluntary transfer at such time as the vacancy, which they seek, is posted. Such applications will be held in active status for one year in any case where the transfer is not granted and this will entitle the applicant to be considered for similar vacancies which may occur during that time period.

Teachers may also submit a request to be considered for any vacancies that may occur during the summer.

2. In evaluating requests for transfer the following criteria shall be followed by the Superintendent:
  - a. The request by a teacher who had previously been transferred involuntarily shall be given first consideration.
  - b. A teacher declared in excess in one school shall have preference in filling a vacancy in a comparable position in another school.
  - c. The Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, vacancies and existing positions filled for the coming year, the names of persons reassigned, transferred and newly appointed and the position they have been given. Such schedule or presentation shall be given to the Association.
  - d. The following principles shall be applied in the reassignment or transfer of teachers:
    1. Individual qualifications.
    2. Instructional requirements.
    3. Where the foregoing factors are substantially equal, consideration in assignment of transfer shall be given to the incumbent applicant with the greatest number of years of service in the Rome School System. If the most senior unit member is not selected for a transfer, the appropriate administrator shall provide justification in writing to the unit member as to why the transfer was not granted. A copy of said letter shall also be forwarded to the RTA.
3. In unusual circumstances, a teacher may apply for transfer to become effective during the school year in which the application is made, giving reasons therefore. Such requests and reasons, therefore, shall be kept in confidence by the Administration.

**B. INVOLUNTARY TRANSFERS**

1. In the event involuntary transfers are necessary, such shall be affected on the basis of grade level within the school from which the transfer is to be made for elementary teachers and upon the basis of district-wide certification area within the affected school at the secondary level. The individual with the lowest seniority shall be the person transferred.

2. In the event that two individuals within the affected school shall have the same Districtwide seniority as above defined, the person to be transferred shall be that person with the lowest seniority in accordance with the following:
  - a. District-wide overall seniority. In the event that two individuals shall have commenced their employment with the District on the same date, the date of the resolution of appointment shall govern provided both of such persons were not appointed at the same meeting.
  - b. In the event both such persons were appointed at the same meeting, total teaching experience shall be the determining criteria.
  - c. In the event both such persons shall have the same teaching experiences, total credit hours shall be the determining factor.
3. It is desirable that transfers and changes in assignment be on a voluntary basis whenever feasible. In making involuntary transfers and/or changes in assignments, the preference of the individual teacher shall be honored whenever feasible. An involuntary transfer will be made only after a meeting with the teacher and notification of the reasons for the proposed transfer has been stated. In the event that a teacher objects to the transfer at this meeting, the Superintendent will meet with the teacher to discuss the proposed transfer. Teachers shall be notified at the earliest possible date of involuntary transfer and/or changes in assignment and in conjunction with this reassignment the Assistant Superintendent or his/her designee shall discuss the transfer with the teacher.
4. Teachers who are involuntarily transferred shall be transferred to a comparable position. If no such position is available, the teacher shall be consulted about an optional assignment.
5. No teacher who is transferred shall, by reason therefore, lose his/her tenure status or be deprived of any other professional advantage.
6. In the event that a teacher shall be involuntarily transferred after the commencement of the school year, the District shall accord the individual at least one day's relief from his or her teaching duties in order to effectuate the transfer. In addition, the District shall provide assistance to the teacher for the purpose of packing and transporting to the receiving school the teacher's personal property.
7. In no event shall this subparagraph B apply to transfers, whether voluntary or involuntary, within a school.

### C. STAFFING NEW SCHOOLS

1. If entire schools are being vacated, the teachers in the vacated school shall be given first preference of assignments in the new school.
2. The second preference will be given to teachers presently teaching in the Rome Public Schools in accordance with the criteria established in Section A of this Article.  
(Application of the following provision is contingent upon Section 80.2 of the Commissioner's Regulations as of July 1, 1990, still being in effect at the time).
3. If additional positions or grade levels are added as part of the move to a new building (i.e. 6<sup>th</sup> grade positions being added in what are the middle school schools and 9<sup>th</sup> grade positions being added in the high school), then these positions would be filled in the following order:
  - a. Teachers encumbering positions in the grade levels affected (i.e. 6<sup>th</sup> and 9<sup>th</sup>) will have first preference to voluntarily transfer into the new position of their choice based on their District-

wide seniority. The teacher with the greatest District-wide seniority would have the first choice and so on. A ninth grade teacher shall be considered to be someone teaching 50% or more 9<sup>th</sup> grade courses at the time of the transfers.

- b. If vacant positions still exist after applying a. above, then they will be filled from voluntary transfer requests using section A of this Article.
- c. If vacant positions still exist after applying both a. and b. above, then the least senior 6<sup>th</sup> grade teacher and the least senior 9<sup>th</sup> grade teacher in the certification area required would be involuntarily transferred to the remaining positions first. Teachers would then continue to be placed in remaining positions in the reverse order of their District-wide seniority.

Note: Ties in District-wide seniority would be broken in accordance with the procedure as set forth in Section B, subsections 2 a, b and c of this Article.

#### D. CLOSING SCHOOLS

1. All teachers employed within a building scheduled to be closed are therefore to be excessed (or involuntarily transferred) shall be assigned in accordance with the procedure set forth in Section B of this Article.

### ARTICLE 10 TENURE

A teacher who has satisfactorily completed the prescribed probationary period as described elsewhere in this Agreement and has been recommended for the appointment to tenure by the Superintendent, may receive an appointment to tenure by a majority vote of the Board of Education. The procedure for such appointments and the rights and protection for both the Board of Education and the teacher to be in accordance with the conditions set forth in the Education Law.

### ARTICLE 11 SUBSTITUTES

- A. All positions requiring the employment of substitutes will be filled by personnel who have met the State certification requirements whenever available. If a certified substitute teacher is unavailable, such vacancy will be filled by the best qualified non-certified person available.
- B. The District will make every effort to provide a substitute for a classroom teacher and shall maintain a list of substitute teachers. One copy of the elementary substitute list shall be available in each elementary building; one copy of the secondary substitute list shall be available in each secondary building. The Administration shall issue updated lists at the beginning of each semester, and shall provide one copy of each list to the Association.
- C. Except in unusual circumstances, secondary teachers should call to report unavailability for work before 6:30 A.M. and elementary teachers should call before 7:00 A.M.
- D. The responsibility of arranging for and employing a substitute teacher rests with the Central Office Administration. Whenever possible, substitutes shall be obtained for all teaching assignments. The Administrative Personnel will be responsible for briefing substitutes assigned to a school concerning the following duties:
  1. Adherence to the lesson plans provided by the regular teacher. If no lesson plans are available for a particular day or class, the substitute should continue the assignment of the previous day to the best of his/her ability.

2. Following established attendance procedures.
3. Assumption of all other assigned tasks of the regular teacher.

E. SUBSTITUTE TEACHING PROCEDURE

1. Requests for per diem substitutes will be made in accordance with procedures established and promulgated by the District.
  2. Requests for specific per diem substitutes by the building teacher who will be absent may be made and will be considered.
  3. The Building Administrator will give serious consideration to negative comments by teachers with regard to the performance of particular substitutes.
  4. Teachers who are on preferred eligible status, will be given first opportunity to fill any long-term or permanent substitute positions in the tenure area from which they were excessed.
- F. Term substitutes hired to replace specific teachers on leave of absence for a semester or more will immediately be placed in the bargaining unit with all fringe benefits.

If the term of employment is not known in advance, substitutes working in excess of twenty (20) consecutive days in a single given position will, as of the twenty-first day be entitled to salary, retroactive without fringe benefits except that they shall accrue sick leave at the rate of one day per month, also retroactive. There will be no carry over of said accrued sick leave to subsequent periods of employment.

Per Diem substitutes who are not on the District's preferred eligibility list working in excess of twenty (20) consecutive days in a single given position will, as of the twenty-first day, be entitled to the first step of the BA/BS level of the district's salary schedule, retroactive without fringe benefits except that they shall accrue sick leave at the rate of one day per month, also retroactive. There will be no carry over of said accrued sick leave to subsequent periods of employment.

#### H. UNAVAILABILITY OF SUBSTITUTES

1. In the event that a substitute is unavailable for a classroom teacher, individual teachers might, by mutual consent, cover such classes. In that event, each teacher in the secondary schools shall be compensated at the rate of 0.1% of step 10 – BS + 60 of the current salary schedule per period of class coverage.

#### ARTICLE 12 ADMINISTRATIVE INTERNSHIP PROGRAM

- A. Subject to budgetary limitations, the District will endeavor to provide funds to conduct a program designed to train potential school administrators.
- B. The general framework of said program will be as follows: Up to ten (10) teacher applicants will, upon approval of the Superintendent of Schools, or his/her designee, be selected each year to participate in an Administrative Internship Training Program to be conducted during said school year.  
  
In selecting interns, if two or more applicants' qualifications are relatively equal, preference will be given to applicants from the Rome City School District.
- C. The selection of applicants to participate in the Administrative Internship Training Program shall be made by the Superintendent of Schools or his/her designee. All applicants will have the option of consulting with the Superintendent after the final selection has been made.
- D. The interns selected shall have the right to return to the assignment they held before participating in the intern program with all tenure rights.
- E. The Association and the Superintendent agree that the purpose of the Administrative Intern Program is to train members in the various areas of school administration not including, however, participation in collective bargaining which involves the unit represented by R.T.A.
- F. No teacher presently employed by the District shall suffer any reduction in pay as the result of the implementation of this Article.

#### ARTICLE 13 MEETINGS

Teachers, whenever possible, shall be required to attend such meetings as may be called by the Superintendent of Schools, the Directors, and the Principals for the purpose of improving their teaching and for discussing matters of educational importance. Teachers must be excused from attending such meetings by the appropriate administrator. These meetings shall be announced at least four days prior to the date of the meeting. Occasionally, emergency meetings may require shorter notice. Whenever possible a written agenda, including the anticipated length of the meeting and the topics to be addressed will be distributed at least two days in advance of the meeting.

# ARTICLE 14 SCHOOL CALENDAR

## ROME CITY SCHOOL DISTRICT OFFICES

409 Drill Blvd. Rome, New York 13440 Phone: 315-338-6500 Fax: 315-334-7409

Rome City School District Website: [www.romeesd.org](http://www.romeesd.org)

*The mission of the ROME CITY SCHOOL DISTRICT...*

*"to nurture, challenge and inspire each learner."*



*Revised 7.23.10*

# 2010-2011 SCHOOL CALENDAR

September					October					November					December					January											
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F							
		(1)	(2)	3					1	1	14	2	3	4	5					1	3	3					3	4	5	6	7
6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	10	11	12	13	14	
13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	15	16	17	18	19		
20	21	22	23	24	25	26	27	28	29	30	31														20	21	22	23	24		
27	28	29	30																						24	25	26	27	28		

February					March					April					May					June				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
20	21	22	23	24	25	26	27	28	29	30	31													

**STUDENT VACATION DAYS**

SEPTEMBER 6	LABOR DAY
OCTOBER 11	COLUMBUS DAY
NOVEMBER 17	VETERANS' DAY
DECEMBER 24-26	THANKSGIVING RECESS
DECEMBER 27-31	WINTER RECESS
JANUARY 17	MARTIN LUTHER KING DAY
FEBRUARY 21-25	MID-WINTER RECESS
APRIL 16-29	SPRING RECESS
MAY 30	MEMORIAL DAY



TOTAL STUDENT DAYS ... 181  
TOTAL STAFF DAYS ... 185

NOTE: 5 SNOW DAYS REFERRED IN TOTAL

**KEY:**

- SUPERINTENDENT'S CONFERENCE DAYS ( )
- SUMMERS CONF. DAY 7-12 PARENT/TEACHER CONF. DAY PRE-K-6 ( )
- HALF-DAY ELEM. PARENT/TEACHER CONF. DAYS INCLUDING STAFF ( )
- 12:30 DISMISSAL ( )
- PROFESSIONAL DEVELOPMENT—HALF-DAY DISMISSAL ( )
- ELEMENTARY/INCLUDING STAFF (12:30) THROUGH VPA (1:10) ( )
- HALF-DAY DISMISSALS/ELEMENTARY SCHOOLS — (12:30 PM) ( )
- REGENTS TEST DAYS ( )
- VACATION DAYS ( ) SHADED

**ARTICLE 17**  
**REQUISITIONS**

- A. Upon prior approval the Rome City School District shall reimburse a teacher for any unexpected or emergency expenses incurred by the teacher in purchasing classroom and instructional materials. Said teacher shall be reimbursed through regular administrative channels after completing a requisition form provided for this purpose.

**ARTICLE 18**  
**TEACHER PROTECTION**

- A. A teacher shall have the right, without threat to his/her tenure, promotion, draft status, or any professional advantages which he/she may possess, to participate in any legal activities of the Association or collective negotiation with the Superintendent, to institute any grievance, complaint, or proceeding under this Agreement, to evaluate and criticize in a professional manner the policies and programs of the school system, and to voice opinion for or against a proposed or effective contract.
- B. A teacher shall be heard by the superior in any situation where the teacher desires to present information which he/she considers pertinent to the matter at hand.
- C. The private and personal life of a teacher is not within the appropriate concern of the Board or Administration except as is stated in relevant state law and the regulations of the Commissioner of Education and the action taken shall be consonant with such law and regulations. Where the applicability of the law and/or the regulations is not clear, any action taken by the Board or the Administration shall be subject to the grievance procedure.
- D. Teachers, as promptly as possible, shall be advised in a confidential manner of any significant complaint or accusation reported to the Superintendent which may be used in action against the teacher. In the event of such complaint, or action, the teacher or teachers involved may at the request of the teacher have the Association representation and/or legal counsel present at any formal or informal hearing. The Administration shall advise the teacher of this right and of the right to legal counsel at the time that the teacher is first informed of the complaint or accusation so that the teacher may exercise the right to representation and counsel.
- E. The Board agrees to pay all legal fees and expenses incurred by the teacher in defending himself/herself in any legal difficulty arising from the legal performance of his/her duties within the scope of his/her employment.
- F. A teacher is to promptly report to his/her principal or immediate supervisor any accident or injury occurring under his/her supervision.
- G. Teachers shall report, immediately and in writing to their principals or immediate supervisors all cases of assault and/or battery suffered by them in connection with their employment.
- H. Should an assault on a teacher occur as a direct result of his/her duties, and if it results in loss of time, the teacher shall be paid in full during the period of time lost due to the incident. Such paid absence shall not be deducted from any sick or personal leave to which the teacher is entitled.
- I. In cases of accident or such assault, the teacher shall be reimbursed for any medical costs or for costs of replacing or repairing dentures, eyeglasses, hearing aids, or any similar bodily appurtenances not covered by workmen's compensation, which are destroyed, damaged, or lost while the teacher was acting in the legal discharge of his/her duties within the scope of his/her employment.
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- J. Teachers shall be reimbursed for the cost of clothing or other personal property destroyed, damaged, or lost as a result of an accident or an assault suffered by the teacher while the teacher was acting in the legal discharge of his/her duties within the scope of his/her employment.
- K. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, the teacher's first responsibility is to evacuate the students as quickly as possible according to the prearranged plan for that emergency. After evacuation, the teacher shall report to proper authorities anything of a suspicious nature observed during the evacuation, but teachers shall not be required to participate in any search for such lethal or destructive instrument and shall be required to evacuate the building while such search is under way.
- L. No teacher shall be held responsible, financially or otherwise, for damage, loss or destruction of monies, building and classroom materials, furniture, or articles unless the teacher is proved negligent.
- M. The Administration shall notify the Association of the probability of layoffs and subcontracting and provide the opportunity for discussion of alternatives and courses of action to maximize the amelioration of the necessary actions.
- N. In determining seniority for purposes of this Agreement, the seniority date for each employee shall be established as beginning with his/her most recent date of hire (i.e. the date the employee actually commenced work in the District).
- O. A teacher on special assignment shall:
  - 1. accrue seniority in the tenure area that he/she was in prior to going on special assignment.
  - 2. suffer no professional disadvantages as a result of being placed on special assignment.
  - 3. return to the position and building that he/she held immediately prior to being placed on special assignment.
- P. When a teacher is summoned to a meeting with an administrator or supervisor, the purpose of which is disciplining or reprimanding said teacher, either verbally or in writing, reduction in compensation or deprivation of professional advantage, the administrator/supervisor shall inform the teacher in writing of the right to have an Association representative present and shall schedule such meeting to facilitate the availability of an Association representative. If a teacher desires to pursue a grievance as a result of the substance of such a meeting, the teacher may consider such a meeting to be the informal step of Level One of the Grievance Procedure in this Agreement and proceed to the next step.

## ARTICLE 19 TEACHING HOURS

### A. TEACHER'S WORK DAY

- 1. Teachers shall report to their respective school at least fifteen (15) minutes before the start of the school morning and afternoon.
- 2. All teachers shall remain a minimum of 20 (twenty) minutes after the dismissal bell with the following exceptions:
  - a. The building principal shall have the right to excuse teachers from remaining after school the twenty (20) minutes designated above if the teacher does not have a prior professional commitment.
  - b. Special teachers shall adhere to the schedule in the building to which they are assigned unless the teacher has a prior professional commitment.

The length of the teacher work day, including at least a thirty (30) minute uninterrupted duty-free lunch and at least one (1) planning period of at least thirty (30) minutes, shall be six (6) hours for the elementary schools and six and one half (6 ½) hours for secondary schools. In the elementary schools, there shall also be a five (5) minute transition period prior to the opening bell, in which students may be allowed access to classrooms, and teachers must be present to supervise students, but no instructional duties shall take place. It is further understood that the fifteen (15) minute requirement to report to the building, as noted in Article 19.A.1 of the agreement between the parties, shall be prior to the start of the instructional day, not the transitional period.

3. Teachers shall devote themselves faithfully to the duties of their positions during the above-mentioned school day.
4. Any problems arising from the teacher's work day which cannot be resolved through administrative channels may be referred to the Grievance Committee for resolution.
5. If the District contemplates any significant changes in bus schedules or instructional hours in any of the District's schools, it shall notify the Association, which shall then have the right to open negotiations with regard to any impact such changes might have on the work day.
6. Bargaining unit members assigned to elementary schools shall have at least two (2) half days in June, designated in the school calendar, to complete duties as they see fit. Unit members shall not be required to remain in the building, and may complete their professional duties as they see fit.

#### B. ELEMENTARY SCHOOL PERIODS

1. Elementary teachers will be assigned at least one planning period of at least thirty (30) minutes each school day.
2. In the event of scheduling conflicts which impact assignments of thirty (30) minutes planning time for one or more teachers, principals shall consult with their building representatives in an effort to resolve such. Any resolution that would violate the contract shall be subject to approval by the Superintendent and the Association President.
3. If the scheduling conflicts cannot be resolved pursuant to paragraph 2, or in the event the special teacher is absent and a substitute is not available, coverage shall be provided on an individual basis as follows:
  - a. By monitors or teachers assistants, if available.
  - b. From available teacher volunteers, if any.
  - c. If no relief is available after resorting to a or b above, the teacher shall remain in the classroom and the principal shall insure the teacher receives fifteen (15) minutes relief during the school day for personal needs and the teacher shall be reimbursed for the remaining fifteen (15) minutes at the hourly rate of 1.5 times the secondary rate described in Article 11, Section H.1. and pro rated for any additional time worked.
  - d. Whenever special area teachers (i.e. reading, speech, resource, etc.) are pulled from their regular daily schedule to cover a classroom, they will be compensated at the additional rate of \$25 per day.

4. Every elementary teacher shall have the option of leaving his/her classroom when a special teacher is in charge of the class. Such period is to be used as a preparation period.
  - a. Elementary school teachers shall have one (1) thirty (30) minute free lunch period daily, during which time the teacher may leave the building.

A teacher's lunch period or any part of a teacher's lunch period shall not be considered as preparation period.
5. In the event elementary music teachers are required to teach a performance group in more than one school in any school year, such teacher shall receive a stipend of two hundred dollars (\$200.00) as specified in Article 40 of the Agreement. A performance group shall be a group of students which, with the approval of the District, the teacher prepares for performance before an audience; such preparation and performance must involve time outside of normal school hours such as after school rehearsals and/or evening performances.
6. During special school day sessions of one half day, in-servicing days or delayed openings, the district will not be required to provide the prep periods described in Article 19. However, over the course of an instructional year the district agrees, upon the mutual, written consent of the Superintendent and RTA President, to make adjustments to scheduling so that the loss of preparation periods is equally balanced.

#### C. SECONDARY SCHOOL PERIODS

1. Academic subject-area secondary school teachers shall have eight (8) periods (nine (9) periods in the Middle School) each day as follows:
  - a. Five (5) instruction periods. Science teachers shall have five (5) instructional periods and four (4) instruction periods and one (1) laboratory period.
  - b. One (1) duty-free lunch period during which time the teacher may leave the building.
  - c. One (1) preparation period (two (2) preparation periods in the Middle School), the length of a regular class period, during which they will not be assigned to any other duties.
  - d. One (1) extra assignment period which may require supervision of pupils, but which will not require instruction.
  - e. A teacher shall not be required to conduct five (5) straight instruction periods except by mutual agreement.
2. A secondary school teacher may be assigned a homeroom assignment exclusive of extra assignment period as defined in subdivision d, above. Such homeroom responsibility shall consist of those duties required for attendance and school bulletins.
3. A teacher may agree to an assignment of a sixth instruction period in lieu of an extra assignment period or be compensated at least 1/6<sup>th</sup> of the day's salary for each such period.
4. During special school day sessions of one half day, in-servicing days or delayed openings, the district will not be required to provide the prep periods described in Article 19. However, over the course of an instructional year the district agrees, upon the mutual, written consent of the Superintendent and RTA President, to make adjustments to scheduling so that the loss of preparation periods is equally balanced.

#### D. MANDATED TESTS

When teachers are required to correct Basic Minimum Competency Tests, they shall be additionally compensated at the rate of one dollar (\$1.00) for each such Basic Minimum Competency Test they review and correct upon satisfactory proof to the District of the number of tests corrected.

Elementary teachers will be paid (\$1.00 per) for the correction of mandated state tests.

- E. For courses of study which are duplicated at two or more secondary schools in the District, one teacher from each building impacted will be responsible for constructing the final examination in that course. The procedure for constructing such exams will be as follows:
1. Teacher tests preparators will formulate tests for each track (honors, regents and non-regents) as necessary, for each grade level.
  2. Two release days or up to two days financial remuneration will be provided for each teacher test preparer. The daily rate of pay for those preparers selecting that option will be the current Rome per diem certified substitute teacher's rate. (Additional time may be provided with the approval of the Superintendent.)

## ARTICLE 20 ACADEMIC FREEDOM AND INDIVIDUAL FREEDOM

- A. Teachers shall teach the courses of study and use the basic textbooks adopted by the Board of Education and shall use the materials and methods prescribed by the Superintendent of Schools.
- B. Teachers shall teach fully the course of study for each grade and each subject and shall be granted academic and individual freedom as described below.
- C. It is the duty of the parties to educate the youth in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual rights, personality and property. In the exercise of these freedoms within acceptable standards of professional educational responsibility, the teacher may discuss his/her own subject and related subjects in the classroom in an atmosphere which is free from undue censorship and artificial restraints and one in which academic freedom for teacher and student is encouraged.
- D. Academic freedom shall be guaranteed to teachers, and no limitations shall be placed upon studying, investigating, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning as defined in part C. It shall be the policy of the Superintendent and Association to maintain and encourage full freedom, within the law, of speech, inquiry teaching and research.
- E. The Superintendent shall provide academic freedom from interference in grading of students. The mark given by a teacher is the record of the teacher's evaluative judgment of the work of the pupil. The teacher shall be considered the expert in evaluating the work of pupils and the integrity of the teacher in marking the pupil will be respected.

## ARTICLE 21 PUPIL DISCIPLINE

- A. The Superintendent and Association recognize that discipline and pupil behavior are important in the learning situation and school environment. Discipline in the classroom should have as its objective the students' adherence to accepted rules of conduct, behavior, and order as set by the teacher.

- B. Each teacher is required to maintain appropriate pupil behavior so that the objectives of training for self-discipline and individual responsibility may be realized and a favorable climate for learning may exist. It is recognized that discipline problems are less likely to occur in classes which are well planned and well taught where a high level of student interest is maintained. No teacher or class shall be required to tolerate any acts of gross misconduct, including but not limited to flagrant discourtesy, abusive language, acts of violence or deliberate insubordination. Persistent misbehavior may make the continued presence of the student in the classroom intolerable. In such cases, the well being of the class as a whole must be the prime responsibility.
- C. Teachers shall practice such discipline in the school as would be exercised by a kind, judicious parent recognizing, however, that corporal punishment is prohibited by the policies of the Board of Education and the Board of Regents.
- D. The teacher may use such measures with a student as are necessary and reasonable to protect himself/herself against attack or assault. Any case of assault on a teacher shall be promptly reported to the Superintendent or his/her designated representative. The Board will provide legal advice to the teacher of his/her rights and obligations with respect to such an assault.

#### E. SCHOOL DISCIPLINE COMMITTEE

- 1. School discipline policies are the responsibility of the building principal.
- 2. In each school, a Discipline Committee of at least two (2) classroom teachers and the principal shall be formed to meet within two school weeks after the committee's formation and at any time deemed necessary by the committee's members. These classroom teachers shall be chosen, one by the principal and the remaining by the faculty of each school. This selection shall take place at a faculty meeting during the last month of the preceding school year or within the first two weeks of the new school year.
- 3. It shall be the function of this committee to cooperate with the principal in drawing up policies and practices of good discipline in their school, and to inform the teachers in writing of the policies and practices being used in their school.
- 4. A program shall be set up by this committee to inform and give guidance to the new teachers in the area of student discipline.
- 5. A teacher experiencing a serious discipline problem shall have the right to request and encourage the principal to bring it to the attention of said committee.
- 6. The committee shall have the right to request and encourage the principal to call upon the services of guidance counselors and other specialized personnel to be in attendance at the meetings of said committee when it appears that the expertise of such specialists would be beneficial to the committee and would assist them in making the most prudent decision.

#### F. REMOVAL OF PUPIL FROM CLASSROOM

- 1. A teacher may send a pupil from the class to the principal when the student's behavior is such as to endanger himself/herself or others, interferes with the learning of others or makes him/her insubordinate or disorderly. Pursuant to the Rome City School District Code of Conduct, this removal shall be for a period of time up to two (2) hours. In such cases, the teacher shall furnish

the principal, as promptly as possible, full details of the incident. Such a student will not be permitted to return to his/her class until the matter has been reviewed by the proper administrator. The principal shall be required to discuss and review the matter with the teacher, whenever possible, before readmission of the student to class is effected. In severe cases, other appropriate specialized personnel shall be consulted before a decision regarding readmission to class is effected.

2. A teacher can request the permanent removal of a pupil from the classroom. Such requests shall be directed to the principal or his/her designated supervisor.
    - a. Permanent removal of a child from a classroom shall be the decision of the principal who shall significantly consult with the teacher and school specialist concerned. It is recognized that this section does not deal with permanent removal from school, but only from a particular classroom, with the hope of placing the child in a more compatible classroom situation which would be to his/her advantage.
    - b. When it is determined that a child is so disruptive that proper classroom instruction cannot take place, the child shall be removed from the class to receive special services and instruction until such time as he/she can return to a regular classroom situation.
  3. The Superintendent and RTA agree that student discipline policy tools, and their consistent application needs immediate attention. The Superintendent and the RTA president shall immediately jointly appoint an Ad Hoc committee to resolve these issues.
- G. To help problem children, the teacher may request and every effort will be made by the principal to secure, as rapidly as possible, the services of special counselors, social workers, law enforcement personnel, physicians or other professional persons.

## ARTICLE 22 TEACHER-ADMINISTRATION LIAISON

### A. DEFINITION AND PURPOSE

The building representatives elected in the manner specified by the constitution of the Association shall be the liaison between the teachers of the school and the building principal, when it affects terms and conditions of employment.

If the contract negotiated and ratified by the Superintendent and Association is to be implemented to the best interests of both parties, it is essential that the contents of the agreement be thoroughly communicated to teachers, administrators and supervisors.

### B. DIVISION OF RESPONSIBILITY

1. It is the responsibility of the Superintendent to make familiar to local school administrators the provisions of the agreement.
2. It is the responsibility of the Association to educate the membership to all rights and responsibilities of the agreement.

### C. PROCEDURE

1. The liaison(s) shall meet with the principal whenever necessary to review and discuss school problems and practices within the school relative to terms and conditions of employment.

2. The liaison(s) with the advice and consent of the building principal shall have the right to schedule, as described in the article on use of school facilities, Association meetings in the school. Advance notice of these meetings will be given as well as the planned agenda.
3. The liaison(s) shall be permitted to meet with individual teachers as long as it does not interfere with instructional program.
4. In event that a question of violation of any article of the agreement should arise, the teacher-administration liaison(s) and/or teacher may be the agent to bring the matter to the attention of the grievance committee.
5. Orientation of teachers to the terms and conditions of this Agreement will be the responsibility of the Association.

**ARTICLE 23**  
**ETHICS**

- A. The teacher participates in the formulation of general school policy under the leadership of the supervisor and administrator.
- B. The teacher, administrator and Superintendent transact all official business through proper channels and hold inviolate all confidential information. Such channels must be open to all requested communications.
- C. The teacher, supervisor, administrator and Superintendent recognize their obligations to develop growing appreciation, understanding and implementation of the principles of democracy. They refrain from using the school to promote personal views on religion, race or partisan policies.
- D. The teacher, supervisor, administrator and Superintendent shall give due notice in fair time in all cases of appointment, resignation or termination of service.
- E. Professional courtesy shall be observed by both teacher and administrator at all times.
- F. The teacher, supervisor, administrator and Superintendent shall avoid disparagement of fellow professionals in education.
- G. The teacher, supervisor, administrator and Superintendent shall be impartial in all relationships with the pupil pertinent to race, creed, sex, national origin, age or marital status.
- H. The teacher shall receive from the administrator professional appraisal of his/her work and receive help with his problems as requested by the teacher. The Superintendent shall apply supervisory assistance.
- I. The teacher may actively participate in the work of local, state and national professional educational associations.
- J. Ethical procedures shall be used by the teacher, supervisor, administrator and Superintendent in securing positions and filling positions and in maintaining harmonious working relationships.
- K. The professional staff shall dress in a manner consistent with the Commissioner of Education's ruling on such matters.

**ARTICLE 24**  
**IN-SERVICE PROGRAMS**

- A. The continuing improvement of the quality of instruction should be a vital concern of every school system. The staff of the Rome Public Schools will encourage this through In-service Education conducted by qualified personnel.
- B. The Association shall appoint a committee of six (6) to study the area of In-service courses to be offered to the teachers of the Rome Public Schools.
  - 1. The committee shall be empowered to make recommendations in the name of the Association to the Superintendent.
  - 2. The committee shall make its initial report by December 1.
- C. The courses of study, approved by this committee and the Superintendent shall be recommended to the Board in writing thirty (30) days prior to budget submission date to be included as a budgetary item.
- D. Teachers and nurses who complete in-service education courses approved by the Board shall receive credit, as recommended by the committee to the Superintendent for purposes of administering the salary schedules.
- E. Teachers selected as instructors or coordinators will be compensated for instructional and planning time as determined by the committee and the Superintendent.
- F. An In-service program will be offered by the Superintendent in each of the years of the contract.

**ARTICLE 25**  
**CURRICULUM PLANNING**

- A. The professional staff at all levels shall have the right to significantly participate in the formulation of curriculum changes and in educational planning. Any such changes must fulfill the requirements of the State Education Law and be in keeping with the recommendations of the State Education Department. These changes shall be approved by the Rome Board of Education before becoming a part of the curriculum.
- B. When an area of curriculum needs to be studied, as determined by the Superintendent with input from the Association President, a committee shall be selected to institute appropriate changes. Curriculum Planning Committees shall be selected by the Superintendent and the Association President. Elementary Curriculum Committees shall be comprised of 5 classroom teachers whenever possible, while secondary Curriculum Committees shall be comprised of at least one teacher from each secondary building affected or by two teachers from those subject areas taught in only one building. Committees shall also include an equal number of other professional staff which will include directors, coordinators or principals. SUCH COMMITTEE WILL:
  - 1. Enlist the services of other members of the professional staff for suggestions, opinions and ideas that will aid them in formulating the curriculum.
  - 2. Evaluate and recommend appropriate audio-visual materials.

3. Recommend textbooks to appropriate personnel.
4. Whenever practicable, all curriculum planning will take place during the summer and participants will be paid at the summer school rate.
5. After approval by the particular department or grade level and the Superintendent and Board of Education, the changes or courses of study, shall then be made available to all personnel involved in the implementation of the specific curriculum. It shall contain a list of available resources and indicate where suggested supplementary materials may be found.
6. The professional staff will follow the curriculum as developed by the committee and approved as defined in Item 5.

**ARTICLE 26**  
**MONITOR**

- A. The Association and Board agree that a teacher's primary responsibility is the contribution he/she can make to children's educational development and that his/her energies should be utilized to this end. It is, therefore, recognized that the purpose of teacher aides, henceforth called monitors, is to relieve teachers from non-teaching duties. No monitor or other non-certificated person shall be used to replace a professional staff member or assume duties which are directly associated with the child's educational development. Monitors shall be hired with due regard to their ability. Although a professional staff member must be readily available, a monitor does not have to be under the direct physical supervision of a professional staff member. Monitors will work in the following areas where their duties are custodial, clerical or otherwise of a nature not requiring a professional staff member.
1. Cafeteria supervision.
  2. Bus duty.
  3. Playground supervision.
  4. Clerical Work.
  5. Inventory of books and supplies.
  6. Corridor supervision.

The foregoing enumeration is for the purpose of illustration of the type of duties a monitor may perform and not a total list of those duties.

ARTICLE 27  
TEACHERS OF STUDENTS IN 12 MONTH PROGRAM

A. HIRING

All openings for teaching students in the 12 month program will be advertised in the same manner as provided for vacancies, transfers, reassignments or promotions. Teachers who have applied for such positions will be notified of their eligibility to teach students in the 12 month program by June 1<sup>st</sup> along with a list of the staff, and all other rules relating to the filling of regular positions by reassignment, transfer or promotion shall apply with respect to teaching students in the 12 month program.

B. SELECTION

Subject to there being sufficient enrollment.

1. All teachers who taught students in the 12 month program the prior year will be first considered to return to a position unless they taught outside their area(s) of certification.
2. All vacancies will be filled in accordance with the method of selection criteria listed below. All other criteria being equal among competing candidates, seniority in the 12 month program will prevail and, if that is equal, then Districtwide seniority will be the deciding factor.

Criteria

- a. Teachers in the Rome Public School System who teach full-time in the particular subjects and grade level during the regular school year and have taught students in the 12 month program.
  - b. Teachers in the Rome School District who were selected to teach students in the 12 month program the prior year but were not utilized due to low enrollment.
  - c. Teachers in the Rome Public School System who teach full-time in the particular subjects and grade level during the regular school year.
  - d. Teachers in the Rome School District having certification in the subject area, who have previously taught students in the 12 month program, but are not regular teachers of that subject area and/or grade level.
  - e. Teachers in the Rome City School District having certification in the subject area, who have never taught students in the 12 month program, and are not regular teachers of that subject area and/or grade level.
  - f. If no teacher having certification in the subject area is available for assignment in the 12 month program after the application of the foregoing criteria, recruitment and hiring of certified personnel for the necessary positions is then at the discretion of the District.
  - g. If no certified teacher can be found, then uncertified applicants from the Rome City School District will be given preference over those from outside.
- C. In case there are cuts in teaching positions in the 12 month program, the person(s) with the least 12 month program seniority in the subject area to be cut shall be laid off and shall be first rehired should the positions be reinstated within the same period of time as allowed for preferred eligible status under section 2510 of the Education Law.

- D. Once a teacher has been notified of employment in the 12 month program and has accepted such employment, he/she shall be available for the period specified and shall be employed in an appropriate professional capacity for the full period and salary specified herein unless the teacher voluntarily agrees to work for less than the full period, in which case, the salary shall be reduced pro rata.

## ARTICLE 28 TEACHING CONDITIONS

### A. TEACHING FACILITIES THE BOARD OF EDUCATION WILL PROVIDE

1. Space in or near each classroom for adequate storage of instructional materials and records, supplies and personal belongings.
2. Safe and healthful conditions under which teachers can carry out their professional duties.
3. An adequate but separate smoke-free area in each school building for the use of teachers for eating their lunch apart from the students.
4. Well-lighted, clean and smoke-free teacher rest rooms with an assurance of privacy.
5. A room or space set aside in each school for the planning and preparation of materials for teachers. Said room should be a smoke-free environment.
6. Adequate blackboard and bulletin board space in every classroom.
7. An appropriately furnished room(s) to be reserved for the use of teachers as a faculty lounge(s). Said room(s) will be in addition to the aforementioned teacher work area and will also be a smoke-free environment.
8. A separate serviceable desk for each classroom and/or homeroom teacher.
9. Copies, exclusively for teacher's use, of all texts used in each of the courses he/she is to teach.
10. Each teacher shall have reasonable access to copying equipment necessary for the performance of his/her every day responsibilities.

### B. COLLECTION AND HANDLING OF MONEY

1. Teachers will not be required to solicit, collect, handle or account for monies or merchandise from students, parents, other teachers and employees of the Board for non-educational purposes. This includes such things as money for photographs, money for P.T.A., service agencies, drives, etc.
2. Teachers may, when necessary, collect and transmit money to be used for educational purposes, i.e., books, milk, cafeteria, field trips, etc., only when the collection and transmission of this money could not be reasonably achieved by present non-teaching personnel.
3. Each school shall have a location designated by the principal for the deposit of monies and storage of materials of a confidential nature.

### C. CLASSROOM VISITATION

Classroom teachers may be requested and may also request to visit other classrooms with the prior approval of the appropriate administrators and the visited teachers. When a teacher is absent from class for a classroom visit, as approved by the Administration, a substitute teacher shall be provided and the teacher shall not suffer any loss of pay or leave.

D. TRANSPORTATION OF PUPILS BY TEACHERS

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. In such event, the teacher will be relieved of all personal liability for any accident which may occur in connection with said trip.

E. NON-TEACHING DUTIES

The Superintendent and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies, to the extent possible, should be utilized to this end. Therefore, the Superintendent and Association agree that professional staff members will not be routinely asked or assigned to do non-professional duties except in unusual circumstances.

1. Non-professional duties shall be defined as: Any job assignment that should normally be carried out by a non-professional employee, or any job or assignment that should normally be carried on by the maintenance, clerical or janitorial staff.
2. Any professional staff member who is given any assignment or duty he/she deems unprofessional may report this to the Grievance Committee.

**ARTICLE 29**  
**ASSOCIATION RIGHTS**

- A. Each building representative shall have the right to schedule Association meetings through the building principal before or after school or during the lunch period in his or her building. Such meetings shall be scheduled so as not to interfere with the normal operation of the building.
- B. The R.T.A. will be allowed twenty-two (22) days per year, cumulative during the life of the contract, to be used for business vitally connected with the welfare of the Association. The President of the Association will be allowed one-half (1/2) day per week cumulative during the life of the contract. Although it is recognized that the President of the Association or his/her designee may sometimes need additional released time to conduct Association business, it shall be without cost to the Board or loss of instruction time unless authorized by the Superintendent of Schools. The R.T.A. may utilize up to ten additional days per year upon exhaustion of the above pool of days. For each such day used the Association will reimburse the District for the actual cost of the substitute teacher.
- C. Whenever members of the negotiating unit, including Association representatives, are scheduled by the parties to participate during working hours in conferences, meetings or in negotiations, they shall suffer no loss in pay or leave.
- D. The President of the Rome Teachers' Association or his/her designated representative will attend regularly scheduled meetings of the Board of Education and shall be provided a copy of the agenda when it becomes available.
- E. The Association shall be given a place on the agenda of regularly scheduled building faculty meetings for reports and announcements.
- F. The Association shall be actively involved in the recruitment of new teachers.

- G. The Association shall be given a place on the agenda of the orientation program for new teachers. The Association and the Superintendent will further develop the orientation program so that new teachers will be more readily acclimated to the educational system of the Rome City School District.
- H. Members of the Association will be granted time off without loss of pay when attending grievance hearings held at a mutually agreed upon time or called by an arbitrator.
- I. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its legal activities.
- J. Duly authorized representatives of the Association and its affiliates shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school activities.
- K. In formulating designs and plans for the construction of new school buildings and/or the material alteration of existing school facilities, the Board, the Administration and the architects will consult with the Association and representative teachers of those grade levels and specialists to be affected thereby, and the recommendations and suggestions of such committee will be given full and thorough consideration in formulating such plans. After revision of such committee recommendations another meeting will be held with the teachers' committee and an attempt to reconcile any differences of opinion will be made.
- L. The Association will be allowed the equivalent of one conference day for in-service training and/or teacher orientation.
- M. Whenever the Board is considering a proposed school budget, it will give notice to the Association prior to any decision with respect thereto and will give the Association the opportunity to meet with either the Finance Committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated proposed budget.
- N. Information available to the Superintendent will be made available to R.T.A. upon request unless it is of a confidential nature.
- O. Up to three teachers per year designated by the Association shall, upon request, be granted leaves of absence without pay for Association activities. Up to two such teachers shall be granted leaves to serve in elected statewide or national office for up to two terms of office not to exceed four years. An additional teacher shall be granted a leave of up to two years to engage in local, state or national association activities other than elected office. Upon return from this leave, such teacher will be allowed one step on the salary schedule. Any request for such leave will be filed in writing by June 1 of the year that the leave is desired.

**ARTICLE 30**  
**DEPARTMENT RIGHTS**

- A. Each teacher who is a member of a specific department shall be accorded full participation in the formulation and development of policies and practices affecting terms and conditions of employment and shall have a right and obligation to significantly participate in the initiation, development and implementation of the education program of that department to the fullest extent outlined in this Agreement as pertains to:
  - 1. Curriculum.
  - 2. Selection of methods and materials.
  - 3. Establishment of in-service courses.
  - 4. Planning and remodeling facilities.

5. Arranging for department meetings.
  6. Notification of vacancies.
  7. Other education matters as may involve the specific department.
- B. If a coordinator is incapacitated or absent for one month or more, he/she shall be replaced on a temporary basis with pro-rated compensation by a member of the department.
- C. Teacher Coordinators shall be elected on a bi-annual basis in accordance with the following procedures.
1. Each year, the first week of May, a listing shall be posted of all those coordinator positions available.

Those eligible to vote would be:

- a. Current, active members of the department. (This includes part-time).
- b. Those people on sabbatical leave.

Those ineligible to vote would be:

- a. Teachers on special assignment.
- b. Teachers on unpaid leave.

Those eligible to run are:

- a. Anyone who is a current member of the department, excluding term subs.
- b. Anyone who has notified the District that they are returning from a leave and have been assigned to that particular department.
- c. Anyone returning from a teacher on special assignment position.
- d. A person who has requested a transfer within the District and has been confirmed for the requested position the following year.

Eligibility to vote will be determined by May 15<sup>th</sup> and elections should be held by June 1<sup>st</sup>.

Teacher Coordinators shall be subject to the same standards of performance applicable to other instructional positions. Teacher Coordinators shall be supervised by the Assistant to the Superintendent for Instruction/Curriculum and the building principal, and may be administratively removed during the school year for substandard performance, subject to the grievance procedure. Should the Superintendent desire to administratively remove a Teacher Coordinator, a committee made up of the Assistant to the Superintendent for Instruction/Curriculum, the President of the RTA, and a member of the affected department, agreed to by the Superintendent and RTA President, shall decide on the employee's individual status as a Teacher Coordinator.

Teacher Coordinators will be responsible for: curriculum work, textbook selection committee, coordination of programming, budget input as requested, dissemination of information, mentoring, Superintendent's Day activities, and other duties.

In this article, department shall mean grade level for elementary teachers.

D. There shall be the following Teacher Coordinators:

Secondary:           English  
                              Math

Elementary: Social Studies  
Science  
Foreign Language  
Technology/Family & Consumer Science/Business  
One per grade level (K, 1, 2, 3, 4, 5, 6)

District Wide: Art  
Health  
Library  
Music  
Nurses  
Physical Education  
Guidance  
Special Education

E. Coordinators will have up to 5 days released time per year to assist with their duties; the days will be coordinated through the Assistant Superintendent for Instruction/Curriculum's Office.

**ARTICLE 31**  
**POSITIONS IN SUMMER AND EVENING SCHOOLS**

**A. APPLICATION FOR HIRING**

All openings for summer school and evening school positions will be advertised in the same manner as provided for vacancies, transfers, reassignments, or promotions. Teachers who have applied for such positions will be notified of their eligibility to teach summer school by June 1<sup>st</sup> along with a list of the staff and subject area, and all other rules relating to the filling of regular positions by having reassignment, transfer or promotion shall apply with respect to summer and evening school. Summer school and evening school openings shall be publicized as soon as possible. A tentative written contract shall be made July 1<sup>st</sup> for summer school openings and no later than September 1<sup>st</sup> for evening school openings.

**B. METHOD OF SELECTION**

Subject to there being summer school and enrollment:

1. All teachers who taught summer school the prior year will be first considered to return to a summer school position unless they taught outside their area(s) of certification.
2. All vacancies will be filled in accordance with the method of selection criteria listed below. All other criteria being equal among competing candidates, summer school seniority will prevail and, if that is equal, then district-wide seniority will be the deciding factor.

**Selection Criteria**

- a. Teachers in the Rome Public School System who teach full-time in the particular subjects and grade level during the regular school year and have taught summer school.
- b. Teachers in the Rome Public School System who teach in the particular subject area and grade level during the regular school year.
- c. Teachers in the Rome City School District who were selected to teach summer school the prior year and not utilized due to low enrollment.
- d. Teachers in the Rome School System having recognized competence in the subject area, who have previously taught summer school, but are not regular teachers of that subject area and/or grade level.
- e. Teachers in the Rome Public School System having recognized competence in the subject area, who have not previously taught summer school, and are not regular teachers of that subject and/or grade level.
- f. If no teacher having recognized competence in the subject area is available for summer school assignment after application of the foregoing criteria, recruitment and hiring for summer school positions is then at the discretion of the summer school principal.

C. In case there are cuts in summer school positions, the person(s) with the least summer school seniority in the subject area to be cut shall be first laid off and shall be first rehired should the position be reinstated within the same period of time as allowed for preferred eligible status under section 2510 of the Education Law.

D. MUTUAL COMMITMENT FOR SUMMER AND EVENING SCHOOL TERM

Once a teacher has been notified of summer school employment and has accepted such employment, he/she shall be available for the period specified and shall be employed in an appropriate professional capacity for the full period and salary specified herein unless the teacher voluntarily agrees to work for less than the full period, in which case, the salary shall be reduced pro-rata.

E. Any teacher who works registering students for summer school, but is not employed due to lack of enrollment, shall be compensated at the rate of 1/30<sup>th</sup> of the summer school rate for each day of registration worked.

**ARTICLE 32 SUPERVISORY ASSISTANCE, TEACHER  
OBSERVATION EVALUATION  
AND RECORDS**

A. OBJECTIVE OF OBSERVATION

The primary objective of observing teachers is to improve the quality of instruction.

B. CRITERIA USED IN OBSERVATION

The criteria for teacher observation shall be generally limited to and directed at the teacher's ability to teach in an effective manner. Effective teaching is not limited to or synonymous with any one particular method or technique of instruction. The observation of teachers will be based primarily on those criteria set forth in the observation form contained herein.

C. OUTSIDE ACTIVITY NOT A CRITERIA IN OBSERVATION

No outside activities shall be a criteria in teacher observation.

D. PERSONNEL MAKING OBSERVATIONS

Only qualified members of the certified staff shall be used to conduct observations of teachers, and no observation will be made by persons who are not certificated for the position being observed or the administrative position in which they are acting in making said observation. The following guidelines shall be followed in these observations:

1. Observations may be conducted by any certified administrator not a member of the bargaining unit.
2. Tenured teachers who receive a clearly unsatisfactory observation which contains inherently adverse criticism of the teacher's performance may request and will be granted another observation by a different administrator.

#### E. OBSERVATION REPORT FORM

No substitutions, additions or any other modifications of the printed form, except to create additional space for comments, shall be given to the teacher. In cases where an observation indicates performance is unsatisfactory or in need of improvement, the teacher will be advised in accordance with the following steps:

1. Why the particular phase of the teaching process was not reported to be satisfactory.
2. What specific supervisory assistance was given to improve the phase of teaching that was not found to be satisfactory.
3. Suggest positive recommendations for further growth and development.

#### F. OBJECTIVE OF EVALUATION

The primary objective of evaluating teachers is to improve the quality of instruction.

#### G. CRITERIA USED IN EVALUATION

The criteria for teacher evaluation shall be generally limited to and directed at the teacher's ability to teach in an effective manner. Effective teaching is not limited to or synonymous with any one particular method or technique of instruction. The evaluation of teachers will be based primarily on those criteria set forth in the evaluation form contained herein.

#### H. OUTSIDE ACTIVITY NOT A CRITERIA IN EVALUATION

No outside activities shall be a criteria in teacher evaluation.

#### I. PERSONNEL MAKING EVALUATIONS

Only qualified members of the certified staff shall be used to evaluate teachers, and no evaluation will be made by persons who are not certificated for the position being evaluated or the administrative position in which they are acting in making said evaluation. The following guidelines shall be followed in these evaluations:

1. Evaluations may be conducted by any certified administrator not a member of the bargaining unit.
2. Tenured teachers who receive a clearly unsatisfactory evaluation which contains inherently adverse criticism of the teacher's performance may request and will be granted another evaluation by a different administrator.

#### J. EVALUATION REPORT FORM

No substitutions, additions or any other modifications of the printed form, except to create additional spaces for comments, shall be given to the teacher. In cases where an evaluation indicates performance is unsatisfactory the teacher will be advised in accordance with the following steps:

1. Why the particular phase of the teaching process was not reported to be satisfactory
2. What specific supervisory assistance was given to improve the phase of teaching that was not found to be satisfactory
3. Suggest positive recommendations for further growth and development.

The teacher/professional must, when receiving an unsatisfactory evaluation, address the noted deficiencies when developing their annual goals.

Upon completion, prior to October 1, the teacher/professional must meet with the administrator to review their goals and develop an improvement plan.

#### K. EVALUATION REPORT, CONFERENCE AND COMMENTS

A written report will be made of each classroom observation or evaluation that is to form a part of the teacher's personnel record. A copy of every report shall be given to the teacher involved promptly after such observation or evaluation. After the delivery of a copy of such report to the teacher, a conference shall be held between these parties to discuss the report, unless such conference is mutually dispensed with. No report shall be submitted to central administration, placed in the teacher's personnel file or otherwise acted upon until the signature of both the evaluator and the teacher involved have been affixed to the report, indicating complete knowledge of its content and acknowledging the opportunity for a conference. A teacher's signature on such report shall not constitute approval. A teacher shall have the right to include remarks, statements, etc. concerning said report. Such remarks may be made upon the original evaluation form and/or on attached sheets if necessary. Signature of both the teacher and evaluator will be affixed to these statements.

#### L. FREQUENCY AND TONE OF REPORTS

The number of observation reports shall be at the discretion of the evaluator within the following limitations:

1. Non-tenure (or probationary) teachers at least 3 observation reports on non-tenure teachers shall be filed with the central office during a school year. Such reports should be spread over the school year. Observations/Evaluations of a first year teacher during the first semester should focus on assistance. Teachers who are experiencing difficulty should receive the benefit of additional observations. It is here recommended that, in the interests of encouraging innovation and creative approaches to education, the non-tenured teacher should invite the evaluator to observe at least one lesson or unit which the teacher feels to be particularly effective or noteworthy. The evaluator shall then write his/her evaluation of the lesson and it shall be filed as a regular observation report.

If a non-tenured teacher is not recommended for reappointment, at least two observation reports shall be filed by March 1<sup>st</sup>.

#### M. RECOMMENDATION FOR CONTINUATION OF EMPLOYMENT

A recommendation for the continuation of employment in the case of a probationary teacher shall be filed with the Superintendent twice a year, once in the period of December 1<sup>st</sup> - December 15<sup>th</sup>, and again in the period of March 1<sup>st</sup> - March 15<sup>th</sup>. A recommendation for the termination of employment in the case of a probationary teacher shall be filed in the period from March 1<sup>st</sup> to March 15<sup>th</sup>. Such recommendations shall be based upon the professional opinion of the evaluator and upon the written reports previously filed.

The teacher shall be given a copy of the recommendation and shall be provided adequate opportunity for a conference with the evaluator prior to the filing of the recommendation. The teacher shall affix his/her signature to the recommendation acknowledging his/her opportunity to have discussed it with his/her evaluator.

#### N. NOTIFICATION OF TENURE, DENIAL OR TERMINATION OF EMPLOYMENT

1. Probationary teachers to be denied tenure, shall be notified by March 15<sup>th</sup>. Such teachers may request a conference with the Superintendent regarding such action and said conference will be held. The teacher may bring an Association representative with him/her to said conference. The

purpose of this conference is to allow the teacher to submit pertinent materials and statements concerning the action. The teacher will also be given a written explanation pursuant to the provisions of section 3031 of the Education Law of the reasons his/her recommended dismissal or recommended denial of tenure.

2. Should any probationary teacher be terminated by the District prior to being granted tenure, said teacher shall have no recourse to the grievance or arbitration procedure (as set forth in Article 38 of this Agreement) except for the sole and absolute purpose of determining whether or not said teacher was afforded procedural due process with respect to the evaluation procedure described in this Article. In the event the matter eventually reaches the arbitration stage, the Arbitrator shall be strictly limited to determining only this issue and be precluded from considering any issues, arguments or evidence concerning any other matter related to such termination, such as substantive evaluation questions.
3. a. If any teacher is first notified of termination or layoff in the spring semester, subsequent to April 15<sup>th</sup>, the teacher will be entitled to three and one-half (3 ½) months additional employment as described herein or pay in lieu thereof. Example: a teacher notified of termination on May 1<sup>st</sup>, is entitled to remain in paid status until the following October 15<sup>th</sup>, or to receive pay in lieu thereof for all or any part of said period.  
b. If said notification occurs prior to April 16<sup>th</sup>, employment will be continued to the end of the semester.
4. If any teacher is first notified of termination or layoff, between July 1<sup>st</sup> and September 1<sup>st</sup>, the teacher shall be entitled to employment during the fall semester, during which the district shall have the option to use such teacher as a permanent substitute.
5. a. If any teacher is first notified of termination or layoff in the fall semester subsequent to October 15<sup>th</sup>, the teacher will be entitled to three and one-half (3-1/2) months additional employment as described herein or pay in lieu thereof. Example: a teacher notified of termination on December 1<sup>st</sup> is entitled to remain in paid status until the following March 15<sup>th</sup> or to receive pay in lieu thereof for all or any part of said period.  
b. If said notification occurs prior to October 16<sup>th</sup>, employment will be continued to the end of the semester.
6. "Pay in lieu thereof" under the terms of this section shall be at the teacher's regular rate and would include a supplement based upon the District's premium contribution for the employee's actual health insurance based upon the coverage in effect at the date of notification.

#### O. PERSONNEL FILE

1. Each teacher has the right to review, and upon request to make copies of, at the teacher's expense, any material in the personnel folder except the material received from colleges and universities marked "confidential" and which the District accepts on that basis, shall not be available for review. Should the teacher wish to copy any other material in the personnel file, such copies will be made by the District at the offices of the Board of Education as soon as it is convenient to do so in light of the normal responsibilities of the staff member who is going to make such copies at the time the request is made. The parties recognize that it is desirable to provide advance notice in order to make the requested material available to said teacher in an expeditious manner.
2. Any material which is to be placed in a teacher's personnel folder (file) except that which is generated by the teacher or received on a confidential basis as defined in Subsection 1 hereof, shall be called to the attention of the teacher; the teacher may receive a copy of such material at

the teacher's expense, and the copy or an addendum shall make clear the District's intent to place the material in the teacher's personnel folder.

3. All material in a teacher's personnel folder shall be dated at the time of entry and shall be initialed by the person authorizing the entry.
4. Any material which disciplines or reprimands a teacher, or which in any way refers to the disciplining and reprimanding of a teacher, may be placed in the teacher's folder within thirty (30) school days following knowledge by the District of the incident which resulted in the disciplinary action or reprimand. If such material has not been placed in a teacher's file within the aforementioned thirty (30) day period, it shall thereafter be barred from inclusion therein.
5. Whenever material within a personnel folder (file) is needed for the purposes of preparing and/or processing a grievance or preparing and/or conducting a tenure hearing or a conference pertaining to the denial of tenure or termination of employment, the Superintendent of Schools and his/her designee shall, upon the request of the teacher or authorized representative for such material, forthwith comply with such request and provide copies of such material at District expense.
6. The teacher shall also have the right to attach a written statement in answer to any material already in his/her file.
7. Teacher personnel files shall not be open to public inspection except upon specific written consent by the teacher.

P. ANONYMOUS MATERIAL

No anonymous material shall be placed in a teacher's personnel file. Pertinent anonymous material upon receipt, shall be brought to the teacher's attention.

Q. DISCIPLINE OF TEACHERS

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, nor shall any teacher be disciplined or reprimanded publicly, except as constituted by law. A teacher shall be given the opportunity to answer in his/her own defense, with a representative of the Association or legal counsel present if he/she so chooses. A representative of the Association shall have the right, with the consent of the teacher, to be present at any meetings, formal or informal, resulting from such action. Any such action, including adverse evaluation of a teacher's performance or a violation of professional ethics asserted by the Board, shall be subject to the grievance procedure set forth in this Agreement.

R. SPECIAL COMMENDATION FOR TEACHERS

Administrators are hereby encouraged to place in the teachers' files information of a positive nature indicating special competencies, achievement, performances or contributions of an academic or professional nature. Any such material received from competent, responsible, outside sources shall be included in the teacher's file.

**ROME CITY SCHOOL DISTRICT  
TEACHER OBSERVATION REPORT**

Name \_\_\_\_\_ School/Location \_\_\_\_\_

Subject/Grade Level \_\_\_\_\_ Time/Period \_\_\_\_\_

Date of Observation \_\_\_\_\_ Number of Students \_\_\_\_\_

Years of Service:     1       2       3       4       Tenure

Date of Post Observation Conference \_\_\_\_\_

**I. Summary of Classroom Observation**

**II. A. Evaluation of Lesson and Recommendation(s)**

**B. Review of Previous Recommendations (if appropriate)**

*Signature of both teacher and evaluator will be affixed to this document. The signature hereto affixed indicates that the teacher has reviewed this document. It does not necessarily imply agreement or disagreement with the observation. A teacher's signature on this report shall not constitute approval. A teacher shall have the right to include remarks, statements, etc. concerning said report. Such remarks may be made upon the original observation report and/or attached sheets if necessary.*

The affixed signature or comments do not abrogate the teacher's rights as outlined in the contract.

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Initial if there are attached documents \_\_\_\_\_

**ROME CITY SCHOOL DISTRICT  
TEACHER PREPARATION FORM  
FOR  
FORMAL CLASSROOM OBSERVATIONS**

Name of Teacher: \_\_\_\_\_ School/Location: \_\_\_\_\_

Subject/Grade/Level: \_\_\_\_\_ Time/level: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Number of Students: \_\_\_\_\_

Date Form Submitted: \_\_\_\_\_

This form was completed: \_\_\_\_\_ before the observation

\_\_\_\_\_ after the observation

**I. Lessons to be Observed (*Standards Based*)**

**II. Procedure and Instructional Activities**

**III. Criteria For Assessment**

**ROME CITY SCHOOL DISTRICT  
PROFESSIONAL GOALS**

Name \_\_\_\_\_ School \_\_\_\_\_

Subject/Grade Level \_\_\_\_\_ Years of Service: 1 2 3 4 Tenure \_\_\_\_\_

*Must be completed by October 1 of each academic year.*

**1. Goals - Objectives for year**

\_\_\_\_\_  
Date Professional Administrator

**2. Progress of Goals/Objectives**

\_\_\_\_\_  
Date Professional Administrator

BOE Form # 3b

White - Teacher Yellow - Principal (June) Pink - Principal (October)

**ROME CITY SCHOOL DISTRICT  
EVALUATION FORM**

**Check One:**

- Psychologist
- Guidance Counselor
- Nurse
- \_\_\_\_\_

**Name:** \_\_\_\_\_ **School:** \_\_\_\_\_

**Subject/Grade Level:** \_\_\_\_\_ **Years of Service:** 1 2 3 4 Tenure

**Analysis Code:** 1. Satisfactory 2. Unsatisfactory *(Circle one below)*

**A. Professional Performance**

1. Communicates effectively with students 1 2

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2. Communicates effectively with parent/guardians, outside agencies and co-workers 1 2

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3. Demonstrates professional skills 1 2

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4. Utilizes organizational skills 1 2

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5. Manages time and resources 1 2

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6. Exercises effective practices 1 2

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1. Is prompt in performance of duties	1	2
<hr/>		
<hr/>		
2. Follows school policies and regulations	1	2
<hr/>		
<hr/>		
3. Is accurate in reports	1	2
<hr/>		
<hr/>		
4. Tries to make use of suggestions	1	2
<hr/>		
<hr/>		

**C. Narrative**

1. Commendable points
  
  
  
  
  
  
  
  
  
  
2. Recommendations

**D. Evaluation is:**            Satisfactory \_\_\_\_\_            Unsatisfactory \_\_\_\_\_

*Signature of both teacher and evaluator will be affixed to this document. The signature hereto affixed indicates that the teacher has received this document. It does not necessarily imply agreement or disagreement with the evaluation. A teacher's signature on this report shall not constitute approval. A teacher shall have the right to include remarks, statements, etc. concerning said report. Such remarks may be made upon the original evaluation report and/or attached sheets if necessary.*

*The affixed signature or comments do not abrogate the teacher's rights as outlined in the contract.*

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Initial if there are attached documents \_\_\_\_\_

**ROME CITY SCHOOL DISTRICT  
COACH'S OBSERVATION AND EVALUATION FORM**

Name of Coach \_\_\_\_\_ Sport \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

No. of Years Coaching this Sport \_\_\_\_\_

First Aid Completed Yes \_\_\_ No \_\_\_ Date \_\_\_\_\_

Coaching Certification Yes \_\_\_ No \_\_\_

Major Responsibilities	Good	Acceptable	*Needs Improvement	Not Observed
1. Squad Management				
a. Locker Room				
b. Showers				
c. Field or Court				
d. Trips				
e. Equipment				
2. Knowledge-Sports & Rules				
3. Planning & Preparation				
4. Techniques & Methods of Instruction				
5. Game Administration				
a. Preparation for Game				
b. Bench Conduct				
c. Conduct with Officials				
6. Coach-Player Relationship				
7. Coach-Staff Relationship				
8. Coach-Parent Relationship				
9. Public Relations				

**Comments:** Include such areas as Professional Advancement, Recommendations, Concerns

\*Suggest positive recommendations for future growth and development.

Signature of both coach and evaluator will be affixed to this document. The signature hereto affixed indicates that the coach has reviewed this document. It does not necessarily imply agreement or disagreement with the observation. A coach's signature on this report shall not constitute approval. A coach shall have the right to include remarks, statements, etc., concerning said report. Such remarks may be made upon the original observation report and/or attached sheets if necessary.

The affixed signature or comments do not abrogate the coach's rights as outlined in the contract.

Signature of Coach \_\_\_\_\_

Date \_\_\_\_\_

Signature of Observer \_\_\_\_\_

Date \_\_\_\_\_

Initial if there are attached documents \_\_\_\_\_

**ARTICLE 33**  
**CLASS SIZE**

- A. The Board of Education and the Association recognize the principle that a class size of 30 or less is desirable. The Administration will maintain classes of 30 or less unless physical facilities make this impossible.
- B. If the number of students in any class shall exceed 30, then the principal will explain to the teachers involved the reasons therefore. If the reasons given in the opinion of the teacher appear invalid or if alternate solutions have not been pursued, then it is the right of the teacher to report the situation to his/her school liaison for further consideration.
- C. As a further step, the liaison may report the unresolved situation to the Superintendent and the President of the R.T.A.
- D. To insure the continuation of acceptable standards within budget limitations, any reduction of teacher-specialist pupil ratio shall be effected only after consideration by the Superintendent and the President of the R.T.A.
- E. The Superintendent or his/her designee will present a description of the complete school district enrollment to the President of the R.T.A.
- F. All teachers to whom severe learning disabled students or students with handicapping conditions who are being mainstreamed out of self-contained special education classrooms are assigned will be notified of said students' handicapping conditions as soon as practicable.
- G. In the Elementary Schools, prior to grade level transitions (moving from one grade to another), the grade level teachers involved, both the current teachers and the teachers in the subsequent grade level, shall meet and confer to evenly distribute the students in each classroom, based on the best educational interests of the students. These class rosters shall then be forwarded to the Building Principal for final approval.

**ARTICLE 34**  
**LEAVES**

A. **SICK LEAVE**

Sick leave is defined as absence with pay necessitated by illness or other physical disability of the employee and/or emergency or personal leave as described in this article.

- 1. At the beginning of each year, each professional employee shall be credited with fifteen (15) days of sick leave which may be used during the year.
- 2. At the end of each school year, the number of unused days of sick leave for that year shall be credited to the employee's accumulative sick leave.
- 3. Professional staff members who have exhausted their sick leave may apply to the Superintendent of Schools for additional sick leave. The Superintendent, at his/her discretion, shall be authorized to treat highly exceptional cases as such and to recommend to the Board, in these cases, such additional sick leave as in his/her opinion may seem wise and equitable.
- 4. a. There shall be a Sick Leave Bank for the purpose of making available, under the terms and conditions set forth in this Section, additional sick leave to employees who have exhausted current and accumulated sick leave, are unable to return to work because of a prolonged

serious illness or injury, and have no other source of income such as income protection and/or accident and health insurance which would provide an income equal to the teacher's salary.

- b. Any teacher who has completed at least one year of service with the District (said year of service to commence with the date of the first day of actual work in the District) shall be eligible to contribute two (2) days of accumulated sick leave to the Bank. Said contribution shall be made by written notification to the Sick Leave Bank Committee by no later than November 1, or within 60 days after the first anniversary date of the teacher's first day of service to the District.

Teachers who do not so contribute to the funding of the Sick Leave Bank shall not be eligible to participate in the benefits of said Bank. Membership in the Sick Leave Bank will begin on the date of receipt of the application by the office of the Superintendent of Schools and/or his designee.

- e. Contributions to the Bank by teachers may be made only once during any Bank year. Should the total number of available days fall below 50 in any Bank year (10/1 – 9/30), the Bank may be replenished by additional contributions by eligible employees of one day per employee, said contributions to be made by written notification of the Committee between the opening day of school and October 1<sup>st</sup> of the Bank year for which the replenishment days are intended to be made. In no event can any employee contribute more than one additional day per year in any Bank year except the initial Bank year during which the maximum contribution shall be two.
- d. The Sick Leave Bank shall be administered by a Committee consisting of two (2) members appointed by the Association and two (2) members by the Superintendent who shall be mutually acceptable to both parties. The Committee shall maintain a current inventory of available sick bank days and make determinations regarding all applications to use said available days. Any such additional sick leave days which are granted by the Committee shall not exceed one semester (90 days) per illness or injury per employee. Should the Committee become deadlocked or otherwise unable to reach a decision regarding the nature or seriousness of a particular illness or injury or the number of days to be granted, then the members shall appoint a qualified and competent licensed physician (who may be a specialist with regard to the illness or injury in question) to assist them in their determination and, if necessary, cast the deciding vote. In no event, however, shall any decision of the Committee be considered to be a proper subject to be processed under Article 38, Grievance, of the Agreement and the decisions of the Committee shall be specifically excluded from the provisions of that Article.
- e. For the purposes of this Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by the medical profession. Applications for use of additional sick leave days shall be accompanied by written confirmation/verification from the applicant's attending physician and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the teacher examined by a physician of its own choosing. Any dispute as to whether or not an illness or injury is "serious" or "prolonged" as those terms are used herein, shall be resolved by the licensed physician who may be appointed as hereinbefore provided in subsection (d). The purpose of the Sick Leave Bank is to provide additional sick leave in extraordinary situations where a seriously ill, injured or disabled teacher has no other significant means of income and cannot return to work for a prolonged period of time (after accumulated sick leave has been exhausted) which will create a bona fide economic hardship upon the teacher.

It is not intended to cover absences of a single day, or several days, where there is no serious or prolonged illness or injury or where no bona fide economic hardship exists. The Committee may, however, grant additional sick leave upon a pro rata basis where, in its discretion,

it deems it appropriate to do so and such proration does not exceed the general 90 day limitation set forth herein.

- f. Additional sick leave granted under the provisions of this Article shall be charged by the District.

#### B. EMERGENCY LEAVE

Emergency leave shall be given for absences occasioned by birth in the family, sickness in the immediate family, attendance at the funeral of a close relative or associate, or other valid emergencies as approved by the Superintendent or his/her designee.

1. Birth in the family refers to situations where a husband must be in attendance at home or the hospital due to the birth of a child in his household. Mothers or fathers shall be considered part of the immediate family when a husband cannot be present. In cases other than specified above, permission must be given by the Superintendent or his/her designee.
2. Sickness in the family refers to absence from work when either spouse must be in attendance at home or in the hospital to care for a member of the immediate family unit. In cases where sickness occurs other than in the immediate family unit, approval for absence must be given by the Superintendent or his/her designee.
3. Death in the family refers to attendance at a funeral of any member of the family or attendance at the funeral of a close associate.

#### C. PERSONAL LEAVE

1. At the beginning of each year each professional staff member shall be granted three (3) days personal leave. For a variety of reasons the parties agree that the use of personal leave on the days before and after the four major school holidays (Thanksgiving, Christmas, February-mid winter break and April-spring break) should be discouraged as a matter of professional responsibility. However, they also recognize that unusual circumstances may sometimes arise which necessitate a very limited use of it.

Notwithstanding this, any undue hardship caused by the strict interpretation of this provision can be appealed to a committee of three - two teachers and an administrator jointly appointed by the Superintendent of Schools and the president of the RTA, who shall have authority to exceed even the parameters of this provision, whose decision is final and not subject to the grievance process or other appeals.

No more than one personal day in any year may be used on the days immediately before or after the four major school vacation periods outlined above.

2. Professional staff members should give as much advance notice to the appropriate administrator as possible when requesting personal leave. Emergencies may preclude such advance notice.
3. Unused personal leave days shall be credited to the employee's sick leave account at the end of each school year so that the total possible sick leave for each school year is eighteen (18) days.
4. Reasons for personal leave need not be given.

#### D. LEAVE OF ABSENCE

1. Any professional member desiring a leave of absence other than pregnancy shall notify the Superintendent of Schools in writing at least four (4) months before the close of a semester except as emergencies may require shorter notification.

2. A request for leave of absence shall be for a period of not more than one school year except as provided elsewhere in this section or at the discretion of the Superintendent.
3. Professional staff members on leave of absence (including those on parental or child care leave) shall submit, in writing, requests for extension or modification of leave or their intent to return or not. Such written requests or notifications shall be submitted during the prior semester of the termination of the leave, either by March 1<sup>st</sup> or November 1<sup>st</sup> whichever applies.
4. Such leave shall be granted without pay.
5. A professional staff member may continue his/her hospitalization.
6. A professional staff member will have his/her retirement benefits continued during his/her leave of absence.
7. When a member of the bargaining unit is laid off or goes on leave of absence, the District shall advise the employee as to the procedure to be followed with regard to continuation, or future reinstatement, of health insurance coverage. Should the employee discontinue coverage during the leave of absence, applications for reinstatement and other necessary information will be available from the Health Insurance Office.
8. At the discretion of the Superintendent and subject to Board of Education approval, unpaid leaves of absence of limited duration may be granted for the purpose of other employment on a trial basis including self-employment. Serving as a full-time elected official may also be an allowed leave for purposes of this section. However, employees subject to disciplinary proceedings shall not be eligible for such leaves of absence as noted in this section.

#### F. PARENTAL AND CHILD CARE LEAVE

1. A teacher who becomes pregnant shall notify the Superintendent of Schools or his/her designee of her pregnancy as soon as possible but not later than the beginning of the fourth month. Said notification shall include probable due date and, if known, whether she intends to take maternity leave of absence and, if so, the expected duration. *Any information submitted pursuant to this Article shall be subject to the confidentiality guidelines under the Health Insurance Portability and Accountability Act (HIPAA).*
2. A teacher who becomes pregnant shall be entitled to a maternity leave of absence of up to two (2) years, without pay or increment, up to one year at a time. Application for said leave shall be accompanied by a statement from the teacher's physician confirming pregnancy. The leave may be for a period of less than one or two years' duration, at the teacher's discretion, so as to conform to the individual circumstances of each case but it is the intention of the parties that maternity leaves be taken in such a manner so as to minimize instructional disruption and maximize classroom continuity. Toward this end, it is recognized that in many instances it is desirable that the leave be completed at the end of a semester. Accordingly, the teacher shall consult with the Assistant Superintendent in deciding upon a return date which satisfactorily meets the objectives of this provision.
3. A pregnant teacher may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from the teacher's personal physician. If the teacher continues to work until such time as her physician indicates she should no longer do so, she shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her teacher duties because of her pregnancy up to a period of seven weeks. Should this period exceed seven weeks, the District shall have the right to consult with the teacher's physician and should any dispute arise regarding the disability period, the District shall have the right to have the teacher

examined by its own physician. If the teacher commences her maternity leave while she is still able to continue working, and prior to the aforementioned date established by her physician, her leave shall be considered in the same manner as any other leaves of absence, and she shall not be eligible for any unused accumulated sick leave benefits. In the event that a teacher does continue to work until physically unable to do so, as set forth above, she shall be eligible for said accumulated sick leave benefits only for the period of actual disability.

4. Any teacher, parent of a minor child, shall be granted, upon written application, a child care leave of up to two (2) years which shall be without pay or increment and for a period of one (1) year at a time. Any such leave which is for less than a full year must terminate at the completion of the semester in which such leave is commenced, or at the end of the following semester.
5. In the event that both father and mother are employed by the District, there shall not be a duplication of child care and/or maternity leave, and only one individual shall be granted leave at any one time. If the mother is not an employee of the District, and remains at home to care of the infant, Child Care Leave shall not be granted to the father employed by the District unless the mother is his legal spouse and he can prove to the satisfaction of the District that there are exceptional and medically compelling circumstances which require him to remain at home.
6. A teacher who adopts an infant will be eligible for a leave of absence of up to two (2) years subject to the conditions of the Maternity and Child Care provisions of this section. Application for such leave should be made as early as possible prior to the scheduled adoption. In the event both parents are employed by the District, Adoption Leave shall not be granted to both.

#### F. PEACE CORPS, VISTA, EXCHANGE TEACHER

Leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, Vista or who serves as an exchange teacher. Such a teacher shall be entitled to return to a position comparable to the one he/she held prior to going on leave at the same status.

#### G. MILITARY LEAVE

Teachers who are drafted, recalled or placed on active duty in the armed forces of the United States shall be guaranteed their former teaching position or equivalent upon discharge from active duty, in accordance with subsection 243 of the New York State Military Leave.

#### H. TERMINAL LEAVE

1. Any bargaining unit member, age 55 or older, who retires or resigns from the District in good standing and has served at least ten (10) years in the Rome City School District will be granted terminal pay added to his/her final year's salary.
2. A professional employee qualifying under (1) shall be paid an amount equal to one four-hundredth (1/400<sup>th</sup>) of his or her final year's salary times one-third (1/3) of his or her accumulated unused sick days.
3. Each employee qualifying under (1) will, by September 1<sup>st</sup> preceding the effective date of withdrawal from employment, submit to the Board a letter indicating his or her intent to retire. Where unusual circumstances exist, the September 1<sup>st</sup> notification requirement may be waived at the discretion of the Superintendent.
4. In case of death, monies owed to the individual under this provision will be paid to the same beneficiary as stipulated on the New York State Retirement Plan, unless otherwise stipulated by the individual.

5. In the event that the District offers a local retirement incentive, notwithstanding the notification requirements listed above, eligible bargaining unit members shall provide an irrevocable letter of intent to retire from District service on or before close of business on the last Monday in February. If there is no local retirement incentive, then the aforementioned notification requirements shall be followed.

#### I. JURY DUTY

Jury duty leave will not be charged but compensation for jury service is to be returned to the District, exclusive of expenses.

### ARTICLE 35 SABBATICAL LEAVE

- A. To be eligible for a sabbatical leave, an applicant must be a member of the professional staff with seven (7) years of service in the Rome Public Schools and hold a permanent certification in the field in which he/she is working at the time of application.
- B. Sabbatical must be a professional value to the applicant and to the Rome Public Schools. Candidates must submit a statement in support of this and outline in detail the objectives and the program to achieve it which may be either advanced study travel, research or other activity.

Criteria for the awarding of sabbaticals shall be established each year by the Superintendent in consultation with the president of the RTA. However, beginning in the year 2002-03 at least one sabbatical will be awarded without necessarily fitting the criteria described above unless so agreed to by the Superintendent and RTA president.

- C. 1. Applicants will be expected to return to the Rome Public Schools for a period of no less than two (2) full employment years following a sabbatical. Anyone granted a sabbatical leave shall sign an agreement to be filed with the District Clerk, that in the event of his or her failure to complete the two (2) years of service following the leave, he or she will repay to the District an amount equal to the sabbatical pay for the portion of the two (2) year service requirement which is not completed.
2. The District may waive these service and repayment obligations if an individual can show that circumstances beyond his or her control prevent compliance with the two (2) year service requirement.
3. Any person who takes a sabbatical leave will not be eligible for a second sabbatical until the end of the another seven (7) year period of service.

D. Applications will be reviewed and selection of recipients made by a committee as follows:

1. The President of the Board of Education.
2. Superintendent of Schools or Assistant Superintendent of Schools.
3. Chairman of the Committee on Instruction and Services or member of the committee designated by the chairman.
4. President of the Rome Teachers' Association.
5. A principal appointed by the Superintendent of Schools from a list of three (3) principals selected by the Rome Teachers' Association.

6. Two (2) teachers appointed by the Superintendent of Schools from a list of seven (7) teachers selected by the Rome Teachers' Association.
- E. The selection committee shall be authorized to consult with administrative and supervisory personnel and others who might be able to contribute information relative to an applicant's qualifications.
- F. The decision of the selection committee shall be subject to the approval of the Board of Education in its function of granting leaves of absence.
- G. If selected applicants are unable to accept sabbaticals, replacements, if made, shall be chosen from those applicants already on file.
- II. All applications for leave shall be filed by March 1<sup>st</sup> and selection made by May 1<sup>st</sup> for an ensuing school year. Applications may be made for a leave of one (1) semester at full pay or one (1) year at half pay.
- I. Application forms shall be made available from the Association, a teacher's immediate supervisor and/or the office of the Assistant Superintendent.
- J. During sabbatical leaves, professional staff members shall have the option of continuing their health insurance.
- K. During sabbatical leaves, professional staff members shall have their retirement benefits continued.
- L. Sabbatical leaves shall be limited to no more than three (3) per year. In years of a contingent budget or reduction-in-force due to fiscal constraints, sabbaticals shall be limited to a number established by mutual agreement between the Superintendent of Schools and the President of the RTA.

**ARTICLE 36**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. Any member of the Unit shall have the opportunity to grow professionally by requesting time to attend workshops, seminars, conferences, professional meetings and visiting other schools.
- B. Persons wishing to attend such meetings shall submit a conference request form for the Superintendent's consideration.
- C. Any teacher who has been authorized to attend such a session shall be granted a leave of absence without loss of salary, with the School District providing a substitute.
- D. The District shall reimburse all reasonable expenses incurred by teachers who attend such sessions on the advance approval of the Superintendents (meals, lodging, transportation and registration fees). Teachers may attend at their own expense with the Superintendent's approval.
- E. Time may be allowed as per prior practice without loss of pay for duly elected or appointed Association representatives to attend NYSUT, New York Retirement System, and American Federation of Teachers and A.F.L.-C.I.O. conferences and conventions.
- F. Attendance at above-mentioned meetings, where permission has been granted, shall be subject to regular attendance procedures. Non-attendance must be cleared with the Superintendent.
- G. When changes are made in allocations for purchasing requisitioned equipment or supplies affecting individual departments and/or classroom teachers, said individual departments and/or teachers shall have the opportunity to indicate in writing, their recommended priorities as to what should or should not be purchased with available funds.

ARTICLE 37  
GRIEVANCE

The Rome City School District and the Rome Teachers' Association in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, do hereby establish and adopt the following procedures for the orderly settlement of grievances of members of the staff of the Rome City School District to be effective immediately. The purpose of this procedure is to promote a more harmonious and cooperative relationship between teachers, administrators, and members of the Board of Education. Such a procedure shall provide for prompt and equitable solutions to grievances at the lowest possible administrative level.

A. DEFINITIONS

1. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of policy affecting the welfare of the teacher and/or the terms and conditions of employment as described in this Agreement.
2. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
3. Party in Interest shall mean the Grievance Committee of the Rome Teachers' Association and any party named in a grievance who is not the aggrieved party.
4. Association Grievance Committee is the committee created and constituted by the Rome Teachers' Association. It shall consist of five members, one who shall be appointed by the Association President for the representation of the aggrieved, the Association and its members in the enforcement of this Agreement, and the assertion of their rights.
5. Administrator shall mean any director, principal, assistant principal, immediate superior or other administrator responsible for the area in which an alleged grievance arises, except for the Chief Executive Officer.
6. Chief Executive Officer is the Superintendent of Schools.

B. PROCEDURE

1. All grievances shall include the name and position of the aggrieved party, the identity of the provisions of law, this Agreement; policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievances and the remedies sought by the aggrieved party.
2. All decisions shall be rendered in writing, except at Level 1A at the end of each step of the grievance procedure.
3. Grievances affecting a group of teachers may be submitted by the Association directly at Level 2.
4. All documents, communications and records dealing with the grievances shall be filed separately from the personnel files of the participants.
5. Forms for filing grievances, service notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association.
6. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interferences, restraint, discrimination or reprisal.

7. An employee shall have the right to be represented at any stage of the procedure by the Association Grievance Committee or by a person or persons of his/her own choice.
8. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.
9. Any party in interest may be represented at all stages of the grievance procedure by a person(s) of his/her own choosing.

10. Time Limits:

- a. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- b. Failure at any stage of the grievance procedure to give a decision to the aggrieved party or his/her representative within the specified time limit shall permit a lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- c. The term "school days" as used in this Article shall be interpreted as week days (Monday through Friday) during the summer, so that grievances may proceed to resolution without interruption during the summer months.
- d. All parties agree that a grievance proceeding shall be confidential.

C. LEVELS

1. Level One:

- a. An aggrieved person shall first present his/her grievance (in writing or orally as he/she may choose) to the immediate supervisor with the objective of resolving the matter informally. During the informal discussion of the grievance with the supervisor, the aggrieved party
  1. May discuss the grievance personally and privately
  2. May be accompanied, upon request, by the Association's representative; or
  3. May request that the Association representative act in his/her behalf. The teacher's absence must be agreed upon by all parties.
- b. If the grievance is not resolved it must be reduced to writing and presented to the appropriate supervisor within forty (40) school days after the alleged grievance has occurred or the grievant has knowledge of facts alleged to constitute a grievance. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision in writing and present it to the teacher or his/her representative, with a copy to R.T.A.

2. Level Two:

- a. The Association Grievance Committee, whether or not it concurs in the finding of Level One, shall upon the request of the aggrieved party file a written appeal with the Chief Executive Officer within ten (10) school days following receipt of such decision.

- b. The Chief Executive Officer shall make whatever investigation he/she deems appropriate, and shall after consultation with the Board of Education, within fifteen (15) school days after receiving the written appeal of the Association Grievance Committee, render a decision in writing to all parties.

3. Level Three:

- a. Within ten (10) school days after such decision by the Superintendent, and the Board of Education, the aggrieved party may request in writing that the Grievance Committee submit the grievance to arbitration. The Grievance Committee will make its determination within sixty (60) days of receipt of the written request by the aggrieved party and will give written notification of its intent to proceed to arbitration to the Assistant Superintendent by submission to him/her of a copy of the demand for arbitration as submitted to the American Arbitration Association. Such demand will be submitted within ten (10) days of the determination by the Grievance Committee.
- b. The parties will then be bound by the rules and procedures of the American Arbitration Association. The cost of arbitration shall be borne equally by the parties. In appropriate cases, the parties may mutually agree to submit the grievance to expedited arbitration pursuant to the rules of the American Arbitration Association.
- c. The arbitrator so selected shall confer with representatives of the Board and the Grievance Committee and hold hearings promptly and will issue his/her decision no later than twenty (20) school days from the date of the close of the hearings. The arbitrator's decision shall be in writing and will be final and binding on the parties.

**ARTICLE 38**  
**MISCELLANEOUS**

A. REPRISALS PROHIBITED

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participating in any of its activities.

B. TIME FOR NEGOTIATIONS AND GRIEVANCE PROCESSING

If meetings between the Board and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties necessary to permit their participation in such meetings, with no loss in leave or pay. When it is necessary pursuant to the Grievance Procedure, for a building representative, member of the Grievance Committee or their representatives designated by the Association to investigate a grievance or attend a grievance meeting or hearing to said person's immediate superior or the Superintendent upon notice of such fact by the chairman of the Grievance Committee, said person shall be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. Both parties agree to make themselves available for the above investigations and hearings at times when, insofar as possible, there will be no interference with the usual duties of the teacher.

C. COPIES OF AGREEMENT

Copies of this Agreement will be printed at Board expense and a copy given each teacher.

D. SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue.

E. AGREEMENT CONSTITUTES SUPERINTENDENT POLICY

This Agreement constitutes Superintendent's policy for the term of said Agreement. The Superintendent will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its policies and take such other action as may be necessary in order to give full force and effect to the provisions of the Agreement.

F. ROME TEACHERS ASSOCIATION COMMITTEES

It is agreed that the Rome Teachers' Association has and retains full power and control over all of its committees which it is hereby required to establish and that the Rome Teachers' Association retains the unilateral right to define the duties and powers of such committees and to designate the members thereof unless otherwise specified in this Agreement.

G. PROFESSIONAL COURTESY

Although the Superintendent and the Association recognize and appreciate that non-professionals perform a valuable service to the school system, non-professional employees shall not direct teachers concerning professional matters. Non-professional employees shall not make decisions regarding curriculum and facilities or impinge upon the duties of the professional staff.

II. No matter covered by this Agreement shall be construed to apply to any person or persons outside the negotiating unit, except as required by law or stipulated in this Agreement.

I. 204-a. AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

1. ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
2. EVERY EMPLOYEE ORGANIZATION SUBMITTING A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDING SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.
3. WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OR

EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

J. TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 DECLARES, IN PART, THAT

The Rome City School District will adhere to the Title IX regulations set forth by the Department of Education and Department of Health and Human Resources. Neither the Rome City School District nor the Rome Teachers' Association discriminates on the basis of sex in their educational activities and employment practices.

- K. The Rome Teachers Association and all members of the bargaining unit recognize and agree that there should be no pyramiding of benefits or stipends, either intentionally or unintentionally by any unit member. Any such benefit or stipend so obtained may be subject to recovery by the district upon discovery of such fact. Examples of this would include but not be limited to, filing claim for payment when services are not rendered. Another example would be teaching an in-service course for payment and then receiving graduate hour payment for the same course.

**ARTICLE 39**  
**DEFINITIONS**

ADMINISTRATION The Superintendent of Schools and his/her central office administration and all other professional employees who are excluded from the negotiating unit represented by the Association.

TEACHER All other employees of the Rome City School District in the employer-employee negotiating unit represented by the Association as hereinafter provided.

ASSOCIATION The Rome Teachers' Association

BOARD The Board of Education of the Rome City School District. Sometimes also referred to as the School Board.

ROME CITY SCHOOL DISTRICT The schools and all the related services and facilities operated by the Rome City School District of Rome, New York.

BUILDING REPRESENTATIVE The duly designated representative(s) of the Rome Teachers' Association.

NEGOTIATING UNIT The group of employees of the Rome City School District represented by the Association and consisting of all professional certificated employees and all non-certificated employees filling positions for which certification by the New York State Education Department is normally required; except the Administration as defined above.

ACCREDITATION SERVICES The parties agree that the source book known as the *Accreditation Institute of Post-Secondary Education Programs, Candidates*; published for the Commission on Recognition for Post-Secondary Accreditation, by The American Council of Education shall be utilized for determining that a degree granting institution is accredited for purposes of Article 40, A.3.

NON CONTACT COURSES This term applies to graduate or other classes where the material is presented by/from video, audio tapes or other correspondence and work/study is done independently rather than being in a classroom at/for a prescribed time.

DISTANCE LEARNING COURSES This term applies to graduate or other classes whereby instructor(s) and student(s) are geographically distant but where formal class time is scheduled and utilized allowing for live interaction between instructor(s) and student(s) via electronic means such as interactive satellite, video transmission, and/or interactive computer access. Approved distance learning courses shall be considered as contact courses.

ACCREDITATION RECONCILIATION COMMITTEE If questions arise as to accreditations that do not appear in the publication *Accreditation Institute of Post-Secondary Education Programs, Candidates*, upon request by the affected teacher, the President of the RTA and the Superintendent of the Rome City School District will mutually agree on a third party to be included with one RTA and one District representative, to comprise a committee which will review the facts, evaluate and determine the questioned accreditation. Such determination shall be on a case by case basis only and shall not be subject to the grievance procedure.

## ARTICLE 40 SALARY

A. The basic salary scheduled attached hereto shall also include the following:

1. All members of the professional staff who have received a masters degree shall receive an additional \$550. An additional \$550 will be paid for earned Doctorates.
2. On completion of 6 hour blocks of approved study, teachers who have less than 90 hours of approved credits will receive \$80.00 per credit hour except at 30, 60, and 90 hours at which time the teacher will be placed on the appropriate column on the schedule. Effective July 1, 2001, teachers who have already reached 90 hours and have been placed on the 90 hour column of the salary schedule will receive \$65 per credit hour on completion of 6 hour blocks of approved study. Effective July 1, 2001, teachers who complete more than 60 hours beyond the 90 hour block level will receive \$50.00 per credit hour for all hours beyond this. The teacher will notify the Superintendent or his/her designee of the proposed course(s) prior to the commencement of classes in the course(s). Salary credit will be approved for those courses which are required for certification and/or are part of an accredited degree program at an accredited institution of higher learning. In order to receive salary credit for any other graduate course(s), the course(s) in question must be given by an accredited college or university. Accreditation is defined under Article 39, Accreditation services.

Approved courses shall continue to fulfill two of the following conditions:

- a. be in the field of education
- b. relate to the performance or the teacher's duties
- c. be in the general area of the teacher's assignment

Any course which does not meet the requirements of this section (3 a, b, c) must be approved in advance by the Superintendent in order to qualify for salary credit.

3. Longevity Steps:

Step 24 plus \$1,000 and who have taught in the Rome City School District fifteen (15) years or more
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Step 25 plus \$1,000 and who have taught in the Rome City School District fifteen (15) years or more
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Step 26 plus \$2,000 and who have taught in the Rome City School District fifteen (15) years or more
--

4. The teacher must provide official transcripts and must file on the form provided. Salary adjustments will be effective twice each year for those credits filed prior to October 1 or February 1.
5. All hours of graduate study submitted for salary credit will be placed in 30 hour blocks with payment contingent upon completion of six hour blocks. Approved graduate course hours shall be subject to no numerical limit.

Any combination of non-contact\*/in-service hours within a 30 hour block may not exceed 15 credit hours until June 30, 1996. Effective July 1, 1996 and thereafter, any combination of non-contact/in-service hours within a 30 hour block may not exceed 12 credit hours. In-service credit shall continue to be limited to nine (9) hours in each 30 hours of graduate study credit used for the teachers' salary purposes. Teachers who already have received credit above the newly agreed upon ratio in a 30 hour block will not be subject retroactively to these standards.

\*Non-contact hours are defined in Article 39

No more than 12 hours per semester (24 hours per year) of approved graduate/non-contact courses of study may be submitted for salary credit. Additionally, in-service credit up to six (6) hours per year can be used for salary purposes. Teacher matriculated in an approved graduate degree or certification program shall not be subject to the 12 hour per semester graduate course limit for salary credit provided the courses are taken as part of the program of study in which they are matriculated.

6. If, at the termination of this Agreement, no successor agreement has been reached, and the New York State "Triborough" amendment is still in effect, teachers will, where applicable, move up one step on the 2011-2012 schedule and increments will be paid.
7. No teacher presently employed by the District shall suffer any reduction in pay as a result of the implementation of this article.
8. Upon completion of the probationary period and being awarded tenure, teachers will receive a one-time tenure award of \$500. Such payment will be made by the district within thirty days of the effective date of the board action and will be in the form of a separate check.

9. Beginning July 1, 2011, a Top Step Differential of \$200 added to base salary shall be provided to Teachers who move to off-schedule Step 27. A \$200 Top Step Differential shall also be provided for three subsequent years (off-schedule Steps 28, 29, and 30), up to a maximum of \$800 added to base salary. Any Teacher who is at off-schedule Step 28, 29 or 30 shall be eligible for the Top Step Differential for those years. Teachers who are beyond off-schedule Step 30 shall not be eligible for this differential. All registered nurses who are currently off schedule, and who move off schedule on or after July 1, 2011, shall receive a Top Step Differential of \$200 added to their base salary, for four years, up to a maximum of \$800 added to base salary.

**B. SALARY DISBURSMENTS**

The administration shall offer the following pay options:

1. 21 or 22 pay periods distributed over a twelve month period.
2. 26 or 27 pay periods distributed over a twelve month period.
3. 26 or 27 pay periods with 21 or 22 checks issued during the school year and a lump sum equivalent to five pay periods to be issued at the end of the school year.

**C. \$600 \$1,600 above salary as teacher:**

1. Guidance Counselor (If hired before July 1, 1998):  
The differential for guidance counselors shall be applied in the same manner as the coaching differential. Teachers presently above this will be "saved harmless". First year counselors will receive a minimum of one-third of the differential.
2. Coordinator of Student Activities, R.F.A., if a teacher.

**D. \$700 \$1,800 above salary as teacher:**

1. Coordinator of Elementary Education
2. Chairman of Secondary Department

**E. \$2,500 above salary as a teacher:**

1. Teacher Coordinator

**F. \$1,500 \$2,800 above salary as teacher:**

1. School Psychologist (If hired before July 1, 1998):

Teachers presently receiving a differential will continue to receive that differential.

- G. 1. Registered Nurses shall be hourly employees with a seven (7) hour day for each full school day with part day sessions prorated. Registered Nurses who possess a masters degree shall receive an additional \$550, paid in the same manner as the teaching staff.

Step	2010-11 Hourly Rate	2011-12 Hourly Rate	2012-13 Hourly Rate
1	\$15.57	\$15.80	\$16.04
2	\$16.57	\$16.82	\$17.07
3	\$17.51	\$17.77	\$18.04
4	\$18.02	\$18.29	\$18.56
5	\$18.63	\$18.91	\$19.19
6	\$19.12	\$19.41	\$19.70
7	\$19.79	\$20.09	\$20.39
8	\$21.12	\$21.44	\$21.76
9	\$21.73	\$22.06	\$22.39
10	\$22.45	\$22.79	\$23.13
11	\$23.56	\$23.91	\$24.27
12	\$24.23	\$24.59	\$24.96
13	\$24.89	\$25.26	\$25.64
14	\$25.73	\$26.12	\$26.51
15	\$26.23	\$26.62	\$27.02
16	\$26.67	\$27.07	\$27.48
17	\$27.34	\$27.75	\$28.17
18	\$30.56	\$31.72	\$32.35

R.N.'s shall be paid for snow days, in-service days, and seven paid holidays – Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day and Memorial Day.

2. Registered nurses will receive an additional hour of wages for each month of their work year, for required attendance at their monthly departmental meeting which is in addition to their normal workday.
3. In addition to the required monthly meeting, registered nurses may select to attend one optional meeting per semester to be compensated at their hourly rate.
4. Registered nurses who work beyond their normal workday to assist in or prepare for sports physicals shall be compensated at their hourly rate for each hour worked.
5. Approved in-service credit (non-contact) for nurses will be limited to 3 credits per semester (45 contact hours per semester) to be paid at the rate of \$33.00 per credit hour.

II. INTERPRETERS, IN-SCHOOL SUSPENSION SUPERVISORS AND TUTORS

1. Interpreters for the Hearing Impaired

	2010-2011 Hr. Rate	2011-2012 Hr. Rate	2012-2013 Hr. Rate
step 1	\$ 19.20	\$19.20	\$19.49
step 2	\$19.62	\$19.62	\$19.91
step 3	\$19.98	\$19.98	\$20.28
step 4	\$20.29	\$20.29	\$20.59
step 5	\$20.70	\$21.22	\$21.64
Longevity/year	\$592	\$607	\$619

Interpreters shall be paid for snow days.

2. In School Suspension Supervisor

ISS Schedules			
	2010-2011 Hourly Rate	2011-2012 Hourly Rate	2012-2013 Hourly Rate
step 1	\$16.76	\$16.76	\$17.01
step 2	\$17.32	\$17.32	\$17.58
step 3	\$17.77	\$17.77	\$18.04
step 4	\$18.15	\$18.15	\$18.42
step 5	\$18.43	\$18.89	\$19.27
Longevity/year	\$590	\$605	\$613
RFA Sup/year	\$590	\$605	\$613

In-School Suspension Monitors shall be paid for snow days.

3. Tutors

Tutor Yearly Schedule		
2010-2011	\$	938
2011-2012	\$	477
2012-2013	\$	,027

Tutors' graduate hour payments for courses will fall within the same credit hour rules/limits as previously described in part A5 of this article for all unit members.

ADDITIONAL WORK

Any additional hourly work outside of the defined workday (i.e. curriculum, home tutor, chaperones, detention supervisors, summer school, paid committee work\*) that is approved by the administration shall be paid at the following hourly rate:

*Effective July 1, 2010 the rate shall be \$26.00/hour.*

\* Members must be informed in writing of whether committee work is paid or unpaid prior to canvassing for volunteers.

J. SPECIAL PROGRAM SALARIES

1. Director of Adult Education .....\$1,650 per year

Supervisor of Americanization Program, if a teacher .....\$ 330 per year

2. Adult Education Rate \$8.00 per hour

a) One 80 minute class per evening ..... \$11.00

b) Two 80 minute classes per evening ..... \$22.00

c) One 120 minute class per evening ..... \$16.00

d) One 160 minute class per evening ..... \$21.00

43. Gifted and Talented Coordinator

a) \$333 for each discipline coordinated

Any professional staff member who is required to use his/her private vehicle in the discharge of his/her duties shall be compensated at the rate of 32 cents per mile or at the current Federal rate as designated by the IRS, whichever is higher.

K. Detention Supervisors will be compensated at the home instruction rate.

L. Members of this unit who are assigned beyond the school calendar shall be compensated at 1/200<sup>th</sup> of their annual salary except those employed in special programs and summer school.

M. SALARY EXTRA CURRICULAR

<b>ROME FREE ACADEMY</b>			
<b>Activity</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Art Club	\$497	\$507	\$517
Asian Culture Club	-	-	-
Black History Club	\$565	\$576	\$588
Block R Club	\$565	\$576	\$588
Bookstore	\$1355	\$1382	\$1410
BSI Broadcast	\$565	\$576	\$588
Chess Club	\$452	\$461	\$470
Freshmen Class	\$1072	\$1093	\$1115
Sophomore Class	\$1072	\$1093	\$1115
Junior Class	\$1072	\$1093	\$1115
Senior Class	\$1072	\$1093	\$1115
De-O-Wain-Sta (Yearbook)	\$2146	\$2189	\$2233
Drama	\$904	\$922	\$941
French Club	\$497	\$507	\$517
Future Business Leaders	\$904	\$922	\$941
Galleries	\$565	\$576	\$588
Honor Society	\$1072	\$1093	\$1115
Engineering Club	\$508	\$518	\$529
Italian Club	\$497	\$507	\$517
Key Club	\$395	\$403	\$411
Knight Spot	\$497	\$507	\$517
Knight Times	\$1863	\$1900	\$1938
Majorettes (Color Guard)	\$904	\$922	\$941
Marching Band	\$1242	\$1267	\$1292
Mathematics	\$734	\$749	\$764
Media Counsel	\$497	\$507	\$517
Mock Trial	\$497	\$507	\$517
Musical Advisor	\$904	\$922	\$941
Musical Director	\$904	\$922	\$941
Musical-Costumes	\$565	\$576	\$588
Musical-Set Construction	\$565	\$576	\$588
Peer Leaders	\$497	\$507	\$517
Pep Club	\$734	\$749	\$764
Rcach	\$497	\$507	\$517
Recycling Club	-	-	-
Rome Jr. League	\$395	\$403	\$411
SADD	\$734	\$749	\$764
Science Club	\$544	\$555	\$566
Select Choir	\$1072	\$1093	\$1115
Sign Language Club	-	-	-
Ski Club	\$395	\$403	\$411

Spanish Club	\$497	\$507	\$517
Speech and Debate	\$904	\$922	\$941
Stage Band	\$904	\$922	\$941
Stage Manager	\$904	\$922	\$941
Strolling Strings	\$1072	\$1093	\$1115
Student Association (coordinator student activities)	\$904	\$922	\$941
Teen AIDS Task Force	\$497	\$507	\$517
Visual Arts	\$565	\$576	\$588
YES	\$497	\$507	\$517

### STALEY

Activity	2010-11	2011-12	2012-13
Bookstore	\$734	\$749	\$764
Cheerleading	\$734	\$749	\$764
Chess	\$395	\$403	\$411
Drama	\$904	\$922	\$941
Environmental Ski Club	\$395	\$403	\$411
Future Teachers	\$395	\$403	\$411
Guitar Ensembles	\$565	\$576	\$588
History Club	\$395	\$403	\$411
Home Economics	\$395	\$403	\$411
Honor Society (2 stipends@50%)	\$1412	\$1440	\$1469
Italian Club	\$395	\$403	\$411
Marching Band	\$904	\$922	\$941
Newspaper	\$904	\$922	\$941
Science Club	\$395	\$403	\$411
Student Council (2 stipends@50%)	\$1412	\$1440	\$1469
Stage Manager	\$734	\$749	\$764
Yearbook	\$1581	\$1613	\$1645

### STROUGH

Activity	2010-11	2011-12	2012-13
Bookstore	\$734	\$749	\$764
Cheerleading	\$734	\$749	\$764
Chess Club	\$395	\$403	\$411
Drama	\$904	\$922	\$941
Foreign Language	\$395	\$403	\$411
Guitar Ensemble	\$565	\$576	\$588
Italian Club	\$395	\$403	\$411
Honor Society (2 stipends@ 50%)	\$1412	\$1440	\$1469
Key Club	\$395	\$403	\$411
Newspaper	\$904	\$922	\$941
Ski Club	\$395	\$403	\$411
Storytellers' Club	\$395	\$403	\$411

Stage Manager	\$734	\$749	\$764
Student Council (2 stipends @ 50%)	\$1412	\$1440	\$1469
Yearbook	\$1581	\$1613	\$1645
<b>ELEMENTARY</b>			
<b>Activity</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Computer Club	\$351	\$358	\$365
Yearbook	\$351	\$358	\$365
Musical All City Music (4 stipends @ 25%)	\$790	\$806	\$822
Musical All County Music (4 stipends @ 25%)	\$790	\$806	\$822
<b>CLOUGH</b>			
<b>Activity</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Art Club	\$395	\$403	\$411
Student Council	\$395	\$403	\$411
Friendship Club	\$395	\$403	\$411
	\$395	\$403	\$411
<b>DENTI</b>			
<b>Activity</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Student Council	\$395	\$403	\$411
Drama Club	\$395	\$403	\$411
<b>FORT STANWIX</b>			
<b>Activity</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Drama Club	\$395	\$403	\$411
<b>GANSEVOORT</b>			
<b>Activity</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Student Assembly	\$395	\$403	\$411
Friendship Club	\$395	\$403	\$411
<b>JOHN E. JOY</b>			
<b>Activity</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Guitar Club	\$395	\$403	\$411

\*Revenue neutral changes for newly created, vacant clubs, or for those whose function may have changed since the previous contract, will be made out of a yearly pool of \$2,000. This will be allocated as necessary at the discretion of the superintendent.

N. Attendance officer who possesses a guidance degree \$600.

O. PHYSICAL EDUCATION COACHING AND EXTRA ACTIVITIES

1. All assignments will be considered to be on a year to year basis. Notification of resignation from or termination of assignment or any change in assignment will be given in writing with reasons as soon as possible following the sport season.
2. Records of assignments will be maintained by the Athletic Director or the Director of Activity or Principal.
3. Head Varsity coaches and trainer may be allowed to attend one or more clinics in their assigned area during the school year.
4. Physical Education Teachers have traditionally been utilized to conduct intramural activities and it is intended that this practice shall continue. Should a situation arise where no P.E. faculty desire to handle a particular intramural activity, that vacancy will be posted and assigned to another qualified applicant. For purposes of this provision "qualified" shall mean that the individual shall (a) have a college major in physical education or (b) have participated in the activity in question in college at the varsity or club level or (c) have satisfactory experience in the activity as part of the intramural program in the Rome City Schools or (d) have such other experience which the District may, at its discretion, deem adequate in lieu of the above criteria. Assignment may be made to a P.E. teacher if no qualified applicant can be found.
5. The intramural/extramural scheduling of physical education teachers or other qualified staff shall include four nights a week. Friday scheduling will be avoided whenever possible.
6. Compensation for coaching or intramurals will be paid in a lump sum, by separate check at the end of the activity unless the staff member notifies the District prior to the beginning of the activity that he/she wishes it to be incorporated in the annual salary. In cases where teachers receive salary for services not rendered, such salary will be returned to the Board of Education.
7. Credit for previous coaching will apply only to that experience accumulated in the specific area. J.V. experience will apply if one is advanced to the varsity level. Experience from other schools will be considered.
8. The minimum coaching differential shall apply for the first year of experience in the particular sport; the mid-point of the differential shall apply at the beginning of the second year, and the maximum at the beginning of the third year.
9. Any coach who has previously signed a contract for the following season may apply for any coaching position which may thereafter become vacant without being penalized for having signed the forthcoming year's contract early.
10. Teacher participation in interscholastic and extramural/intramural activities shall be on a mutually acceptable basis.
11. Teachers of Physical Education and teachers of subjects other than physical education who may be assigned to a coaching activity shall be paid for that activity in accordance with the following list:

P. INTERSCHOLASTIC/EXTRAMURAL INTRAMURAL

The following is agreed as the revised list of coaching assignments and their classification for pay purposes. In the event of a downgrade, the change will not be made while an incumbent coach retains the position.

Coaches of Interscholastic sports teams will be placed on the appropriate salary schedule in accordance with the sports team they coach.

- Category A Varsity Football, Varsity Basketball, Varsity Wrestling, Varsity Ice Hockey, Varsity Boys Swimming, Varsity Indoor Track, Varsity Girls Volleyball.
- Category B Varsity Soccer, Varsity Track, Varsity Baseball, Varsity Field Hockey, Varsity Lacrosse, Varsity Softball, Varsity Cross Country, Varsity Girls Swimming, Varsity Gymnastics, Assistant Varsity Football, Equipment/Trainer Football.
- Category C Head JV Football, JV Wrestling, JV Basketball, Assistant Varsity Ice Hockey, Assistant Varsity Boys Swimming, JV Girls Volleyball.
- Category D Assistant JV Football, JH Wrestling, JH Basketball, JH Boys Swimming, Assistant Varsity Track, JV Baseball, Head JH Track, JV Soccer, JV Field Hockey, JV Softball, Head JH Football, Head 9<sup>th</sup> Football, 9<sup>th</sup> Boys Basketball, JH Basketball, Varsity Skiing, Varsity Tennis, JH Volleyball, Varsity Golf, Varsity Bowling, JH Cross Country, Assistant Girls Varsity Swimming.
- Category E 9<sup>th</sup> Volleyball, 9<sup>th</sup> Girls Basketball, Assistant JH Football, JH Field Hockey, JH Soccer, 9<sup>th</sup> Soccer, JH Girls Swimming, 9<sup>th</sup> Lacrosse, JH Softball, JH Baseball, 9<sup>th</sup> Baseball, Assistant JH Track.
- Category F Varsity Fall Cheerleading, Varsity Winter Cheerleading.

# SCHEDULE

## 2010-2011

Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Category													
A	\$3,437	\$4,101	\$4,765	\$4,909	\$5,042	\$5,174	\$5,306	\$5,438	\$5,571	\$5,703	\$5,836	\$5,967	\$6,100
B	\$2,636	\$3,131	\$3,624	\$3,767	\$3,901	\$4,031	\$4,164	\$4,297	\$4,429	\$4,561	\$4,693	\$4,826	\$4,959
C	\$2,527	\$3,015	\$3,500	\$3,644	\$3,777	\$3,909	\$4,041	\$4,173	\$4,306	\$4,438	\$4,571	\$4,702	\$4,835
D	\$2,376	\$2,773	\$3,298	\$3,312	\$3,446	\$3,576	\$3,708	\$3,842	\$3,974	\$4,107	\$4,238	\$4,370	\$4,504
E	\$2,245	\$2,641	\$3,038	\$3,181	\$3,314	\$3,446	\$3,578	\$3,711	\$3,843	\$3,975	\$4,108	\$4,239	\$4,373
F	\$1,889	\$2,220	\$2,552	\$2,695	\$2,829	\$2,960	\$3,092	\$3,226	\$3,357	\$3,490	\$3,622	\$3,753	\$3,887

## 2011-2012

Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Category													
A	\$3,506	\$4,183	\$4,860	\$5,007	\$5,143	\$5,277	\$5,412	\$5,547	\$5,682	\$5,817	\$5,953	\$6,086	\$6,222
B	\$2,689	\$3,194	\$3,696	\$3,842	\$3,979	\$4,112	\$4,247	\$4,383	\$4,518	\$4,652	\$4,787	\$4,923	\$5,058
C	\$2,578	\$3,075	\$3,570	\$3,717	\$3,853	\$3,987	\$4,122	\$4,256	\$4,392	\$4,527	\$4,662	\$4,796	\$4,932
D	\$2,424	\$2,828	\$3,384	\$3,378	\$3,515	\$3,648	\$3,782	\$3,919	\$4,053	\$4,189	\$4,323	\$4,457	\$4,594
E	\$2,290	\$2,694	\$3,099	\$3,245	\$3,380	\$3,515	\$3,650	\$3,785	\$3,920	\$4,055	\$4,190	\$4,324	\$4,460
F	\$1,927	\$2,264	\$2,603	\$2,749	\$2,886	\$3,019	\$3,154	\$3,291	\$3,424	\$3,560	\$3,694	\$3,828	\$3,965

## 2012-2013

Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Category													
A	\$3,576	\$4,267	\$4,958	\$5,107	\$5,246	\$5,383	\$5,520	\$5,658	\$5,796	\$5,933	\$6,072	\$6,208	\$6,346
B	\$2,742	\$3,257	\$3,770	\$3,919	\$4,059	\$4,194	\$4,332	\$4,471	\$4,608	\$4,745	\$4,883	\$5,021	\$5,159
C	\$2,629	\$3,137	\$3,641	\$3,791	\$3,930	\$4,067	\$4,204	\$4,342	\$4,480	\$4,617	\$4,756	\$4,892	\$5,030
D	\$2,472	\$2,885	\$3,472	\$3,446	\$3,585	\$3,720	\$3,858	\$3,997	\$4,135	\$4,273	\$4,409	\$4,547	\$4,686
E	\$2,336	\$2,748	\$3,161	\$3,310	\$3,448	\$3,585	\$3,723	\$3,861	\$3,998	\$4,136	\$4,274	\$4,410	\$4,550
F	\$1,965	\$2,310	\$2,655	\$2,804	\$2,943	\$3,080	\$3,217	\$3,356	\$3,493	\$3,631	\$3,768	\$3,905	\$4,044

## INTRAMURALS

### 2010-2011

### 2011-2012

### 2012-2013

	2 days	4 days	5 days		2 days	4 days	5 days		2 days	4 days	5 days
Fall	\$395	\$791	\$988	Fall	\$403	\$807	\$1,008	Fall	\$411	\$823	\$1,028
Winter	\$593	\$1,185	\$1,484	Winter	\$615	\$1,231	\$1,514	Winter	\$627	\$1,256	\$1,544
Spring	\$509	\$1,016	\$1,270	Spring	\$527	\$1,036	\$1,295	Spring	\$538	\$1,057	\$1,321

## SPECIAL STIPEND

If any interscholastic team or athlete qualifies for Sectional or State competition beyond the normal season, the District shall reimburse the accompanying coach(es) for reasonable expenses of travel, lodging, and meals, subject to approval by the Athletic Director and the Director of Business & Finance.

Varsity coaching pay beyond the sectional level will be increased on a per diem basis pro rata.

## SALARY SCHEDULES

Salary Schedule 2010-2011				
Step	BS	BS+30	BS+60	BS+90
4	\$ 35,867	\$ 39,023	\$ 42,391	\$ 45,758
5	\$ 36,709	\$ 40,076	\$ 43,444	\$ 46,811
6	\$ 37,760	\$ 41,128	\$ 44,495	\$ 47,863
7	\$ 38,813	\$ 42,181	\$ 45,548	\$ 48,916
8	\$ 39,865	\$ 43,233	\$ 46,600	\$ 49,968
9	\$ 40,918	\$ 44,286	\$ 47,653	\$ 51,021
10	\$ 41,970	\$ 45,337	\$ 48,705	\$ 52,072
11	\$ 43,023	\$ 46,390	\$ 49,758	\$ 53,125
12	\$ 44,075	\$ 47,442	\$ 50,781	\$ 54,177
13	\$ 45,127	\$ 48,495	\$ 51,862	\$ 55,230
14	\$ 46,179	\$ 49,547	\$ 52,914	\$ 56,282
15	\$ 47,232	\$ 50,600	\$ 53,967	\$ 57,335
16	\$ 48,284	\$ 51,651	\$ 55,019	\$ 58,387
17	\$ 49,337	\$ 52,704	\$ 56,072	\$ 59,439
18	\$ 50,389	\$ 53,756	\$ 57,124	\$ 60,491
19	\$ 51,442	\$ 55,125	\$ 58,703	\$ 62,175
20	\$ 53,125	\$ 56,703	\$ 60,912	\$ 64,280
21	\$ 54,190	\$ 58,083	\$ 62,502	\$ 65,818
22	\$ 55,978	\$ 59,662	\$ 65,555	\$ 69,818
23	\$ 58,504	\$ 62,608	\$ 68,817	\$ 73,501
24	\$ 60,105	\$ 63,789	\$ 70,208	\$ 74,787
25	\$ 62,210	\$ 67,051	\$ 72,734	\$ 77,838
26	\$ 66,761	\$ 71,154	\$ 77,536	\$ 82,876

**Salary Schedule 2011-2012**

<b>Step</b>	<b>BS</b>	<b>BS+30</b>	<b>BS+60</b>	<b>BS+90</b>
4	\$36,405	\$39,608	\$43,027	\$46,444
5	\$37,260	\$40,677	\$44,096	\$47,513
6	\$38,326	\$41,745	\$45,162	\$48,581
7	\$39,395	\$42,814	\$46,231	\$49,650
8	\$40,463	\$43,881	\$47,299	\$50,718
9	\$41,532	\$44,950	\$48,368	\$51,786
10	\$42,600	\$46,017	\$49,436	\$52,853
11	\$43,668	\$47,086	\$50,504	\$53,922
12	\$44,736	\$48,154	\$51,573	\$54,990
13	\$45,804	\$49,222	\$52,640	\$56,058
14	\$46,872	\$50,290	\$53,708	\$57,126
15	\$47,940	\$51,359	\$54,777	\$58,195
16	\$49,008	\$52,426	\$55,844	\$59,263
17	\$50,077	\$53,495	\$56,913	\$60,331
18	\$51,145	\$54,562	\$57,981	\$61,398
19	\$52,214	\$55,632	\$59,054	\$63,108
20	\$53,922	\$57,554	\$61,826	\$65,244
21	\$55,003	\$58,954	\$63,440	\$66,805
22	\$56,818	\$60,557	\$66,538	\$70,865
23	\$59,382	\$63,547	\$69,849	\$74,604
24	\$61,007	\$64,746	\$71,261	\$75,909
25	\$63,143	\$68,057	\$73,825	\$79,006
26	\$68,096	\$72,577	\$79,086	\$84,534

**Salary Schedule 2012-2013**

<b>Step</b>	<b>BS</b>	<b>BS+30</b>	<b>BS+60</b>	<b>BS+90</b>
4	\$36,951	\$40,202	\$43,672	\$47,141
5	\$37,819	\$41,287	\$44,757	\$48,226
6	\$38,901	\$42,371	\$45,840	\$49,310
7	\$39,986	\$43,456	\$46,925	\$50,394
8	\$41,070	\$44,540	\$48,008	\$51,478
9	\$42,155	\$45,625	\$49,093	\$52,563
10	\$43,239	\$46,707	\$50,177	\$53,646
11	\$44,323	\$47,792	\$51,262	\$54,731
12	\$45,407	\$48,876	\$52,316	\$55,814
13	\$46,491	\$49,961	\$53,430	\$56,899
14	\$47,575	\$51,045	\$54,513	\$57,983
15	\$48,660	\$52,129	\$55,598	\$59,068
16	\$49,743	\$53,212	\$56,682	\$60,152
17	\$50,828	\$54,297	\$57,767	\$61,236
18	\$51,912	\$55,381	\$58,851	\$62,319
19	\$52,997	\$56,791	\$60,477	\$64,054
20	\$54,731	\$58,417	\$62,753	\$66,223
21	\$55,828	\$59,839	\$64,391	\$67,807
22	\$57,670	\$61,465	\$67,536	\$71,928
23	\$60,272	\$64,500	\$70,897	\$75,723
24	\$61,922	\$65,717	\$72,330	\$77,047
25	\$64,090	\$69,078	\$74,932	\$80,191
26	\$69,458	\$74,028	\$80,668	\$86,225

ARTICLE 41  
INSURANCE AND ANNUITIES

A. HEALTH INSURANCE

1. A. All bargaining unit members assigned full time or full schedule for the type of assignment involved shall be entitled to coverage in the Madison-Herkimer-Oneida BOCES Health Consortium \$10 Blue PPO Plan (hereinafter "the plan"). This plan shall include dental and vision riders, and a \$5 co-pay for generic drugs, \$15 co-pay for brand name drugs, and \$30 co-pay for non-formulary drugs.
  - B. Participation by RTA members in the plan shall be governed by the following terms. The health insurance plan shall be a fully insured product regulated by the New York State Health Insurance Department.
  - C. The parties agree that the health insurance benefit levels, as provided through Excellus Blue Cross/Blue Shield and as configured through the efforts of that company and the Madison-Oneida-Herkimer BOCES Health Consortium are the agreed upon levels. These levels will be maintained, and will not be changed without the mutual written agreement of the parties to this collective bargaining agreement. Any changes to the plan or benefit levels throughout the duration of this agreement must be equal to, or better than the \$10 Blue PPO plan.
  - D. The parties mutually agree to re-open negotiations concerning health insurance during the term of this contract in the event that:
    1. Benefit levels are reduced by the administrators of BC/BS, or the Consortium, or
    2. If the District experiences sharply increased premium charges or consistently increasing premium charges in consecutive years during the life of the agreement.
  - E. Any changes in the plan or benefit levels that are not made by mutual written agreement between the parties, or that the Association deems to be a reduction in benefits, are subject to the grievance and arbitration language as outlined in Article 37 of this Agreement.
  - F. The District shall make available any information and provide copies of any documents concerning the operation of the MOH Health Care Consortium, its health plans, its financial conditions and any matter pertinent to the subject as may be requested by the Romc Teachers Assocaiation. The Superintendent shall notify the RTA president in advance of any MOH Board of Directors meeting and provide a copy of the agenda prior to such meeting, and a copy of the minutes of any meeting of the MOH Board of Directors.
2. The District will provide a Flex Plan to provide tax benefits for those contributing to health insurance premiums and/or having eligible child care expenses.

On the same effective date, the District's contribution rate will change from 100% employee cost and 80% dependent cost to 100% and 70% respectively.

If the Federal Government and the District should render the tax benefit null and void, the rate will return to 80%.

Effective January 1, 1994, the District will offer part three of the Flex Plan. Any unit member electing to participate will be responsible for the administrative fee.

Persons retiring after July 1, 1992, shall have a District contribution rate of 100% individual and 70% dependent premium cost.

3. It is agreed by the parties that contribution of health insurance coverage for retirees and the contribution rates agreed hereunder are enforceable under the grievance procedure to arbitration. It is further understood that retired members who are eligible to receive Medicare reimbursement, or who qualify for the same during the term of this Agreement, will receive said reimbursement.
4. The specific health insurance package agreed upon and provided for herein shall remain in full force and effect unless modified or changed by mutual agreement of the parties.
5. Employees leaving the District or laid off will be entitled to coverage beyond the final date of employment as per current practice.
6. In cases where married couples are employed by the District, the spouse with individual coverage may elect to waive same on an annual basis in return for a lump sum payment of one thousand dollars (\$1,000), minus taxes and other applicable withholding. Said waiver shall be on a form to be provided. At the end of each employment year the waiver will automatically continue unless withdrawn by signing up for a renewal of coverage in the appropriate District office.

A married person employed by the district, may elect to waive coverage on an annual basis for a consideration of \$1,000 as previously described.

An employee whose marital or personal status is subject to change may elect to withdraw the waiver on other than an annual basis with a pro rata adjustment of the thousand dollar rate.

Additionally, an employee currently covered under the District's health insurance plan may opt to withdraw from the plan under the same provisions outlined above.

7. The parties agree that portions of the financial settlement may be applied to a Benefit Trust Program.
8. The parties agree that unit members employed after July 1, 2001 must have completed at least five (5) years of service in the Rome City School District in order to be vested with regards to health insurance benefits after retirement.

ROME CITY SCHOOL DISTRICT  
112 EAST THOMAS STREET  
ROME, NEW YORK 13440

Individual Medical Coverage  
Declination Form

- I hereby exercise my option to decline my individual medical coverage provided by the Rome City School District.
- I verify that I have coverage on the insurance of my spouse. (Copy of proof required)
- I understand that by declining my medical coverage, I will receive a \$1,000 stipend (minus taxes and other applicable withholdings) no later than thirty days following the initial filing of this form with the Health Insurance Office.
- I understand that this agreement shall remain in force in succeeding years unless I choose to terminate this declination in writing.
- I understand that in the succeeding years, the stipend will be paid to me at the second payroll date in October.
- I understand that if I choose to terminate this declination and return to the District coverage, I must do so no later than June 15<sup>th</sup> of the current plan year. (Plan year defined as July 1 to June 30)
- I understand that as a new employee hired after June 15 -- this election must be made within thirty days after I qualify for coverage.
- I understand that if I elect to waive coverage after June 15 -- the \$1,000 payment will be prorated based on the number of months remaining in the plan year following the election.
- I understand that a "qualifying event" such as a death of a spouse, divorce, or loss of coverage due to loss of employment would allow me to return to the District's coverage on the first day of the month following the event and I understand the rules as cited above would hold true for this decision.

\_\_\_\_\_  
Declining Employee Signature      Date

\_\_\_\_\_  
Spouse's Signature      Date

\_\_\_\_\_  
Print Employee Name Here

\_\_\_\_\_  
Print Spouse's Name Here

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name of Plan Coverage      Plan ID#

\*Note: Proof of insurance (i.e., copy of insurance card) must be attached to this form upon receipt by the Health Insurance Office.

## B. TAX SHELTERED ANNUITIES

1. The Board shall grant the active professional staff the opportunity to participate in an annuity program.
2. The Board will comply with the stated rules in the Internal Revenue Code, which affords so-called tax sheltered treatment to participants who meet the conditions specified in the Code.

## ARTICLE 42 EDUCATIONAL POLICY COMMITTEE

An Education Policy Committee shall be appointed by the Superintendent and the President of the Teachers' Association. The objectives of the committee are to promote harmonious and cooperative labor relations, to assure full communications between the parties, to provide a forum for the discussion of educational programs, and philosophy and to permit non-adversary efforts to correct current school problems.

Items for discussion include, but are not limited to, building needs, building design, curricula, development and implementation of new programs, educational philosophy, long-term planning, school problems and practices, cooperative efforts and other matters of professional concern. The Committee will meet with the Superintendent at least once a month released time and after school. The President of the Association and the Superintendent will consult on agenda prior to the meeting.

The Superintendent will inform the President of the R.T.A. when an uncertified teacher is employed. At the request of the President, the matter will be included on the agenda for the next following Committee meeting.

The Superintendent agrees to discuss with the Educational Policy Committee, pursuant to the procedures contained in this Article, the development and implementation of new programs for which funds may be requested from the state or federal governments or any other source.

This Committee is not designed to perform the functions of nor be a substitute for the grievance and negotiations procedures.

**ARTICLE 43**  
**DURATION**

**UNLESS MODIFIED BY MUTUAL AGREEMENT OF THE PARTIES.**

The provisions of this Agreement shall be effective as of July 1, 2010 to June 30, 2013, except as otherwise herein provided in this Agreement and shall remain in full force and effect for as long as the Association is recognized under the current recognition or any automatic extension or renewal thereof as the exclusive representative of the employees of the Board in the employer-employee negotiating unit as presently defined.

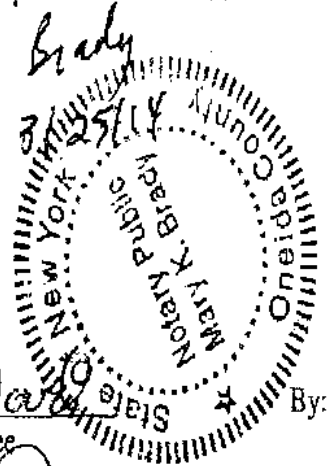
Provided, however, that either party wishing to amend this Agreement in any respect for the ensuing contract year may so notify the other by December 1, 2010, of the topics to which modification is desired and the parties will thereupon negotiate such modification pursuant to the provisions hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 30 day of Dec, 2010.

ASSOCIATION  
By: Robert A. Ward  
Negotiating Committee

By: Mary Beth Reardon  
Negotiating Committee

By: Angela Terry  
President



DISTRICT  
By: John P. Jarama  
Superintendent of Schools

## SIDE LETTERS

October 1, 2005

Mr. Eugene Terenzetti  
President  
Rome Teachers Association  
194 Chapel James Blvd.  
Rome, New York 13422

RE: Corridor Duty Assignments  
(Strough and RFA)

Dear Mr. Terenzetti:

This is to confirm the mutual understanding of the parties which resulted from the negotiation and mediation session relating to the renegotiation of the Collective Bargaining Agreement between the Rome City School District and the Rome Teachers Association and, more particularly, the assignment of teachers to corridor duty in the above mentioned schools. Said assignments shall be made as hereinafter described.

Beginning upon ratification of the 2005-2008 collective bargaining agreement, the District may seek twelve (12) volunteers to perform corridor supervision in each of two buildings: Strough and Rome Free Academy. The number of teachers required for each period shall be determined by the Principal.

If less than twelve (12) teachers volunteer in any one of the aforementioned buildings, the Principal may assign teachers until the maximum of twelve (12) is reached. All teachers who volunteer for corridor supervision must provide the service during a preparation or lunch period (as requirement may necessitate) and will be paid at the rate of one thousand eight hundred dollars (\$1,800) per school year.

Teachers may not be assigned during preparation or lunch periods. Teachers who must be assigned will, if possible within the limits of moderate schedule changes not affecting teaching assignments, be given the option of providing the service during a preparation or lunch period at the \$1,800 per annum rate, or perform said supervisory duty in lieu of study hall for no pay.

Beginning in the second semester of the 2005-2006 School Year corridor supervision positions will be posted with applications due early enough to be incorporated into the make-up of teacher schedules for the following year. Principals will schedule staff assignments so as to maximize the use of volunteers in providing coverage throughout the day.

All involuntary assignments to corridor supervision will be rotated each semester in reverse order of seniority among those teachers available for the period during which an assignment is to be made.

If less money is expended in a given year than that budgeted for the twenty-four (24) positions, it will be utilized to support the program of student control as determined by the parties.

If a Principal wishes to exceed the twelve (12) corridor supervision positions, additional volunteers may be utilized and will be paid at the one thousand eight hundred dollars (\$1,800) rate.

In the event that a teacher who volunteers for, or is assigned to, corridor supervision is unable to perform such duty for any reason, such teacher shall not be compensated for the period that corridor supervision is not performed and the person who replaces the teacher will be compensated upon a pro rata basis for the day(s) in question.

I believe that this letter accurately describes the understanding of the parties regarding assignment of corridor duty in the subject schools. If you agree, please indicate that fact by affixing your signature in the space provided below and return this letter to me. The additional copy is for your files.

Very truly yours,

Thomas Gallagher

DATE:

Eugene Terczetti, President  
Rome Teachers Association

October 1, 2005

Mr. Eugene Terenzetti  
President  
Rome Teachers Association  
194 Chappie James Blvd.  
Rome, New York 13442

RE: Morning Corridor Duty at RFA

This is to confirm the mutual understanding of the parties which resulted from the negotiation and mediation sessions relating to the renegotiation of the Collective Bargaining Agreement between the Rome City School District and the Rome Teachers Association and, more particularly, the assignment of teachers to corridor duty in the above mentioned schools. Said assignments shall be made as hereinafter described.

Teachers at Rome Free Academy may provide corridor supervision from 7:10 a.m. to 7:40 p.m. This morning duty shall be subject to the following conditions:

Participation in morning corridor duty shall be voluntary on the part of bargaining unit members, unless the District established minimum is not met. The District has established a minimum of ten (10) members for morning corridor duty, the maximum number of unit members shall be established by the District, based on its yearly needs.

Should the District established minimum of ten (10) members not be met, the District has the right to assign teachers to morning corridor duty to meet the minimum number of supervisors. Assignment shall be made by inverse District-wide seniority *with the building location*. If it is necessary to assign unit members, the actual assignment shall not exceed one (1) semester per year, unless the incumbent agrees to extend this assignment for the second semester. Any incumbent who is assigned shall have the first option of continuing this assignment for the second semester.

Any unit member who performs morning corridor duty, whether they volunteer or are assigned, shall be paid a stipend of one thousand two-hundred dollars (\$1,200) per year or six-hundred dollars (\$600) per semester.

Any unit member accepting or assigned to morning corridor duty shall have their workday shifted to start and end twenty (20) minutes earlier than the normal teacher day. Start and end times are established in the second paragraph of this side letter.

If the number of volunteers exceeds the District established minimum, then unit members will be chosen based on District-wide seniority *within the building location* up to the established maximum.

I believe that this letter accurately describes the understanding of the parties regarding assignment of corridor duty in the subject schools. If you agree, please indicate that fact by affixing your signature in the space provided below and return this letter to me. The additional copy is for your files.

Very truly yours,

Thomas Gallagher

DATE:

Eugene Terenzetti, President  
Rome Teachers Association

September 6, 1984

Mr. Michael Kunkel, President  
Rome Teachers' Association  
310 North George Street  
Rome, New York 13440

RE: Collection and Handling of Lunch Money

Dear Mr. Kunkel:

This letter is to confirm the mutual understanding of the parties regarding collection and handling of lunch money by elementary staff members, as reached during negotiations for the 1984-87 Agreement.

The District agrees to take reasonable measures during the term of the agreement to relieve the elementary staff from the obligation to collect students' lunch money on a daily basis, provided that, in so doing, the District:

- a) Shall be able to comply with applicable Federal and State regulations;
- b) Shall incur no additional costs;
- c) Shall remain free to require the elementary staff to take a daily lunch "count" of the students attending to utilize cafeteria facilities.

The above procedures will be effective on a date between the 15th and 31st of October, 1984.

If you agree that the above paragraph accurately describes the understanding of the parties regarding collection and handling of lunch money in reference to Article XXVIII, Section B, please affix your signature on the line provided below, and return the signed original to me. The copy is for your files.

Very truly yours,

Julius J. Perillo  
Assistant Superintendent  
Rome City School District

\_\_\_\_\_  
Michael Kunkel, President  
Rome Teachers' Association

DATE: \_\_\_\_\_

**MEMORANDA OF UNDERSTANDING**

As part of the 2001-2005 contract resolution, the Rome Teachers Association and the Rome City School District, have agreed to and signed seven letters or Memorandum(s) of Understanding.


These address the following subjects and are printed hereafter.

1. Articles 15 and 19A Meetings and Teacher Work Day
2. Article 19 Delayed Opening of School
3. Article 19A, 1 and 2 Professional Judgment Clause
4. Article 27 Special Learners
5. Article 32 Professional Performance Review Forms
6. Pilot Program Flex Schedule
7. Various Articles Contract Committee Appointments/Ratios

Date: 4-26-01

**MEMORANDUM OF UNDERSTANDING**

This is in reference to Article 15 Meetings and Article 19A Teacher Work Day. It has been and remains the RTA's position that these provisions are exclusive of one another. While teachers normally are required to remain twenty minutes after the dismissal bell, meetings scheduled by the building principal may extend beyond the twenty minutes and teachers may be required to stay beyond this time.

  
Francis M. Murphy Ph.D.  
Acting Superintendent of Schools

  
Pat Mungan  
President, Rome Teachers Assoc.

Date: 4-26-01

**MEMORANDUM OF UNDERSTANDING**

The Rome City School District and the Rome Teachers Association have agreed that on occasions of adverse weather conditions, the district may need to implement a late arrival procedure which will apply to all staff and students. This may be for a duration of one or two hours as determined by the district. On those days when such a procedure is implemented, the district may find it necessary to alter the normal teaching day as described in Article 19 and may do so without reference to the normal limitations of prep time as found in this article.

  
Francis M. Murphy Ph.D.  
Acting Superintendent of Schools

  
Pat Mungan  
President, Rome Teachers Assoc.

Date: 4-26-01

MEMORANDUM OF UNDERSTANDING

This is in reference to Article 27 Special Learners. The Rome City School District and the Rome Teachers Association agree to the following language previously found in this article.

A. HANDICAPPED STUDENTS

When a child is recommended for consideration by the Committee on Special Education, the child's regular classroom teacher shall be notified in a timely fashion and shall have the right, upon request, to appear before said committee. Time off granted for this purpose shall include, in addition to the time spent with the Committee, twenty (20) minutes travel time each way. The Administration will arrange for coverage of the teacher's regular class. There is no requirement to employ a substitute; however, the District may not require another teacher to take additional students or to cover another teacher's class for this purpose unless on a voluntary basis.

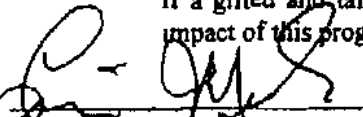
B. SPECIAL NEEDS

1. The Superintendent and the Association recognize the special needs of learners not qualifying as handicapped in accordance with statute.

2. The assessment of these needs and the means of meeting these needs shall be determined by a committee appointed by the Superintendent and the Association President. The professional staff shall explore and utilize all methods to accommodate the urgent needs of the special learner.

C. GIFTED AND TALENTED

If a gifted and talented program is reinstated, the superintendent agrees to negotiate the impact of this program with the Rome Teachers Association president.

  
Francis M. Murphy Ph.D.  
Acting Superintendent of Schools

  
Pat Mungari  
President, Rome Teachers Assoc.

Date: 4-26-01

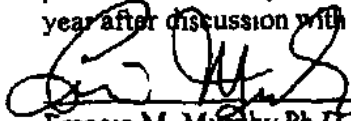
MEMORANDUM OF UNDERSTANDING

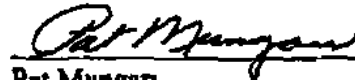
This is in reference to Article 19A parts 1 and 2. For a renewable period of up to one year the parties agree to set aside the fifteen and twenty minute clauses about teachers reporting and departure times and replace them with a professional judgment clause as follows.

Teachers will be expected to be in their classrooms at least five minutes before the start of school and will remain until the students leave at the end of the day (the student dismissal bell).

The remaining decisions about the length of the teacher day are the professional responsibility of teachers. They will exercise professional judgment about the time they use.

Any disputes arising from the application of this principle will be decided by a committee of two consisting of the superintendent of schools and the RTA president. This pilot will be reviewed by the parties as necessary each year and either party has the right to revoke this clause at the end of the school year after discussion with the other party and with appropriate notification to the staff.

  
Francis M. Murphy Ph.D.  
Acting Superintendent of Schools

  
Pat Mungan  
President, Rome Teachers Assoc.

Date: 4-26-01

MEMORANDUM OF UNDERSTANDING

This is in reference to Article 32 Supervisory Assistance, Teacher Observation, Evaluation and Records. The Rome City School District and the Rome Teachers Association agree to the following in regard to Professional Performance review

Professional Performance Review

Professional Growth Options (Self-directed)

The full review may be selected from, but not limited to, those options listed below. These options may be exercised when both the teacher and the teacher's principal/or designee agree to do so and the teacher has had a satisfactory evaluation the previous school year.

Prior to October 15th of the year in which the Full Review is to be conducted, the teacher shall submit a plan for his/her professional growth during that year to the principal or other supervisor designated by the principal. The plan shall include initial training, a statement of goals and objectives, a list of activities, a tentative timetable, and a method of assessment. Professional Growth Options may be selected from but not limited to those listed below

- a. Peer Coaching
- b. Critical Friends
- c. Action Research
- d. Teacher Portfolios

The supervisor may suggest changes in the plan; once the plan is acceptable to both the teacher and the supervisor, both shall sign it. During the year the teacher and the supervisor shall meet when appropriate to discuss progress on the plan. On or before June 1st the teacher shall submit to the supervisor a written report of what he or she did and what he or she learned. The teacher and the supervisor shall meet to discuss the report, and the supervisor may add his or her comments. The report shall then be signed by both the teacher and the supervisor and placed in the teacher's file.

  
Francis M. Murphy Ph.D.  
Acting Superintendent of Schools

  
Pat Mungan  
President, Rome Teachers Assoc.

Date: 4-26-01

Memorandum of Understanding

Pilot Program Flex Schedule

The parties have agreed on the need to implement a pilot program to incorporate a sliding or flex schedule due to new state education regulations. The superintendent and Rome Teachers Association president will incorporate language pertaining to offering extended day classes with staff involvement on a voluntary basis. Additional details that may also need to be resolved include variable schedules, six day rotations for buildings or other such matters not currently foreseen.


  
Francis M. Murphy Ph.D  
Acting Superintendent of Schools

  
Pat Mungari  
President, Rome Teachers Assoc.

Date: 4-26-01

MEMORANDUM OF UNDERSTANDING

This is in reference to several articles in the contract which relate to the appointment of committees. The Rome Teachers Association and the Rome City School District agree that all appointments to contractual committees will be jointly approved by the superintendent of schools and the RTA president. Ratios of membership in standing committees will remain the same.

  
Francis M. Murphy Ph.D  
Acting Superintendent of Schools

  
Pat Mungari  
President, Rome Teachers Assoc.

ISS/Interpreter

Note:

Material previously contained in the 1995-1998 contract on pages 116-120 entitled "Terms and Conditions for Interpreters and In School Suspension Supervisors" has been placed in a separate document for reference by the parties and these specialized unit members.

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE ROME TEACHERS ASSOCIATION  
AND  
THE ROME CITY SCHOOL DISTRICT**

**WHEREAS**, the Rome City School District ("District") and the Rome Teachers Association ("Union") are parties to a collective bargaining agreement for the period 2008 to 2014; and,

**WHEREAS**, the parties have addressed the issues surrounding the granting of, and payment for, graduate credits in Articles 39 and 40 of the collective bargaining agreement between the parties; and,


**WHEREAS**, technology has made great advances since the above referenced language was bargained to completion by the parties; and,

**WHEREAS**, the parties wish to clarify the existing language and how it relates to on-line instruction,

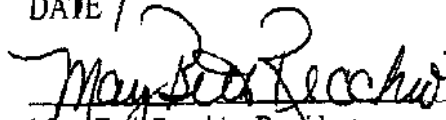
**IT IS HEREBY AGREED AS FOLLOWS:**

1. Employees who are matriculated in, or who have been matriculated in, an on-line degree program, approved by the New York State Education Department shall be held harmless and shall be granted salary credit for all on-line classes required as part of the conferral of an advanced degree, pursuant to Article 40.A.2.
2. Employees who are enrolled in, or who have been enrolled in on-line classes, provided by institute of higher education approved by the New York State Education Department, for the purpose of attaining or maintaining certification shall be held harmless and shall be granted salary credit for all on-line classes, pursuant to Article 40.A.2.
3. Approved on-line classes shall be considered contact hours. Employees who desire to take on-line courses for graduate credit and salary advancement, other than that which is associated with a matriculated degree program or which is required for certification, shall follow the procedures outlined in Article 40.A.2 in order to have said classes approved by the Superintendent or his/her designee.
4. Only on-line classes that receive pre-approval from the Superintendent or his/her designee shall be considered for salary advancement. Exceptions may be made at the discretion of the Superintendent.

5. The employee requesting approval of on-line coursework shall submit a course description from the approved institute of higher learning with the request for approval.
6. Nothing in this agreement shall diminish any existing rights of the Superintendent of Schools to grant or deny the ability to approve or disapprove graduate credits, provided that the denial is neither arbitrary nor capricious.
7. This agreement is meant to clarify the existing language in Articles 39 and 40 of the current collective bargaining agreement, and shall be incorporated into any and all successive bargaining agreements by reference.

  
\_\_\_\_\_  
Jeffrey Simons, Superintendent of Schools  
Rome City School District

9/9/10  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Mary Beth Recchio, President  
Rome Teachers Association

9/9/10  
\_\_\_\_\_  
DATE

# MEMORANDUM OF AGREEMENT

## BY AND BETWEEN THE ROME TEACHERS ASSOCIATION AND THE ROME CITY SCHOOL DISTRICT

WHEREAS, the Rome City School District ("District") and the Rome Teachers Association ("Union") are parties to a collective bargaining agreement for the period 2008 to 2011; and,

WHEREAS, Part 100.2(o) of the Rules and Regulations of the Commissioner of Education of the State of New York requires the District and Union to mutually develop an Annual Professional Performance Review (APPR); and,

WHEREAS, the collective bargaining agreement between the parties contains a detailed observation and evaluation procedure in Article 32, which makes said observations and evaluations a mandatory subject of bargaining; and,

WHEREAS, Part 100.2(o) of the Rules and Regulations of the Commissioner of Education specifies procedures and criteria which are contradictory to the procedures and criteria in Article 32 of the Agreement between the parties; and,

WHEREAS, Head Coaches and Assistant Coaches are in the bargaining unit represented by the Union; and,

WHEREAS, District Athletic Head Coaches and Assistant Coaches are covered by applicable language in the collective bargaining agreement; and,

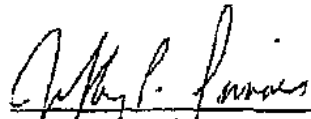
WHEREAS, the parties have a mutually agreed upon APPR that must be reviewed on an annual basis; and,

WHEREAS, the parties wish to modify the instrument used to evaluate Head Coaches and Assistant Coaches,

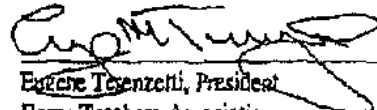
### IT IS HEREBY AGREED AS FOLLOWS:

1. For the duration of the current collective bargaining agreement, the APPR Document agreed upon by the District and the Union, as well as the "Head Coach Observation and Evaluation Form" and "Assistant Coach Evaluation Form" (attached hereto), shall supersede the procedures, criteria, and observation/evaluation forms outlined in Article 32 of the collective bargaining agreement between the parties.
2. Any changes to the APPR, including the Coach Evaluation/Observation forms must be mutually agreed upon in writing by the parties.
3. Any alleged violations of the APPR are subject to the grievance and arbitration procedure specified in Article 37 of the current Agreement.

4. It is understood by the parties that the appointment of Coaches and Assistant Coaches (hereinafter "Coach(es)") is an annual occurrence.
5. Should the District re-appoint the incumbent Coach to the same position for the following sports season, then there is no requirement to post the position pursuant to Article 8 of the collective bargaining agreement. If the Athletic Director wishes to re-appoint a Coach for the following sports season, he/she must make an affirmative recommendation to the Superintendent of Schools.
6. Should the District not re-appoint the incumbent Coach to the same position for the following sports season, the Athletic Director must notify the Coach of his intent not to recommend him/her for the following sports season *within 15 days of the end of the sports season. If the Athletic Director does not intend to recommend a coach for re-appointment, no recommendation need be made to the Superintendent of Schools.*
7. In the event that an incumbent Coach is not re-appointed, then the position shall be posted within two weeks of the final evaluation of the incumbent Coach. Said postings shall follow the practice established in the District.
8. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of execution of this Memorandum of Agreement and notwithstanding §209(a)(1)(e) of the Civil Service Law (Triborough Amendment), shall expire on June 30, 2011 unless extended or modified by mutual written agreement between the parties.

  
 Jeffrey Simons, Superintendent of Schools  
 Rome City School District

12/16/09  
 DATE

  
 Eugene Tesenzetti, President  
 Rome Teachers Association

12/16/2009  
 DATE

APPENDIX A  
TERMS AND CONDITIONS OF EMPLOYMENT OF INTERPRETERS FOR THE HEARING  
IMPAIRED  
And In-School Suspension Personnel

The following articles in this collective bargaining agreement apply to these job categories with no revision:

Article 1	Preamble
Article 2	Recognition (except that the titles of regularly appointed Interpreter for Hearing Impaired students and In-School Suspension Supervisor shall be considered as added thereto)
Article 3	Support of Exclusive Teacher Representation
Article 4	Negotiation Procedure
Article 13	Meetings
Article 15	Use of School Facilities
Article 21	Pupil Discipline
Article 22	Teacher-Administration Liaison
Article 23	Ethics
Article 29	Association Rights
Article 36	Professional Development
Article 37	Grievance Procedure
Article 38	Miscellaneous
Article 39	Definitions
Article 41	Insurance
Article 42	Educational Policy
Article 43	Duration

The following articles in this collective bargaining agreement do not apply to these job categories:

Article 10	Tenure
Article 12	Administrative Internship Program
Article 14	Student Program Calendar
Article 16	Textbooks
Article 19	Teaching Hours
Article 20	Academic Freedom
Article 24	Inservice Programs
Article 25	Curriculum
Article 26	Monitor
Article 27	Teachers of Students in the 12 Month Program
Article 30	Department Rights
Article 31	Positions in Summer and Evening Schools
Article 33	Class size
Article 34	Leaves
Article 35	Sabbatical Leave

All appendices and side letters excluding this.

Contract Articles that apply in part or with revisions as indicated (sections of these Articles not listed do not apply):

Article 5	Responsibility A, B, and D apply to In-School Suspension Personnel only; F and G apply to both
Article 6	Appointments of Teachers A, C and E apply
Article 7	Teacher Assignment C (1 <sup>st</sup> sentence) and H apply
Article 8	Vacancies A, C, D and E apply
Article 11	Substitutes C, D (1 <sup>st</sup> sentence) and E.1 apply
Article 17	Requisitions Applies to ISS
Article 18	Teacher Protection A, B, C, D, E, F, G, H, I, J, K, L and P apply

Article 28            Teaching Conditions  
   A, B and D apply  
Article 32            Evaluation  
   I, K, L and M apply  
Article 40 will be revised to include H and I

## **Work Day/Year**

### **A. Interpreters for Hearing Impaired Students**

1. Interpreters for Hearing Impaired Students shall be hourly employees with a work schedule established by the District. Employees shall be provided with their expected reporting and ending times at the beginning of their assignments.
2. Full-time Interpreters for Hearing Impaired Students shall be paid for one personal leave day, three sick days, snow days and one paid holiday-Christmas.
3. Employees shall be expected to report when the student(s) for whom they are responsible for providing services are in attendance. In addition, employees shall be paid for any non-student related time they are instructed to report for including conference days and student exam days.
4. Additional hours of work outside of the regular school day/year related to the student for whom the interpreter is responsible for providing services to, shall first be offered to that interpreter. In the event that the interpreter elects not to volunteer for this work, the District reserves the right to offer such work to any other individual/agency.

### **B. In-School Suspension Supervisor**

1. ISS Supervisors shall be hourly employees with a work schedule established by the District. Employees shall be provided with their expected reporting starting and ending times at the beginning of their assignment.
2. Full-time ISS Supervisors shall be paid for three personal days, fifteen sick days, snow days and one paid holiday-Christmas.
3. Employees shall be expected to report when the student(s) for whom they are responsible for providing services are in attendance. In addition, employees shall be paid for any non-student related time they are instructed to report for including conference days and student exam days.

### **C. Partial Hours/Overtime**

1. Time worked shall be paid in 15 minute increments (i.e., if time worked is 1-15 minutes over an hour = 15 minutes pay, if time worked is 16-30 minutes over an hour=30 minutes pay, etc.)
2. Hourly employees shall be paid the overtime rate for any hours over 40 hours physically worked in one (1) week.

D. Insurance

District health premium contributions shall be paid pursuant to Article 41 only to regularly employed full-time interpreters and ISS Supervisors.

E. Layoff and recall of Full-time Interpreters (as long as they are not subject to Civil Service rules and regulations. In the event that they are subject to such rules this provision is null and void).

- a. An Interpreter may be excessed, without any seniority consideration, in the event that the student to whom they are responsible for providing services no longer requires interpreting services or leaves the District. In such event, the Interpreter shall be placed on a recall list for a period of one (1) year.
- b. All other factors being equal and subject to ability and fitness to perform, any interpreter who is more senior than any other interpreter shall be eligible to be first reemployed in the following school (fiscal) year. He/she will be assigned to the interpreter position designated by the District.
- c. The recall notice shall be sent to the last address on record with the District. The employee shall be responsible for notifying the District of any change of address.
- d. Upon reemployment, the interpreter shall be placed on step as follows:
  1. If worked less than one full semester the year laid off he/she returns at the same step as when he/she left.
  2. If worked in excess of one semester in the year laid off, he/she returns at next higher step, if any.

APPENDIX B RETIREMENT INCENTIVE

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE  
ROME TEACHERS ASSOCIATION  
AND THE  
ROME CITY SCHOOL DISTRICT

WHEREAS, the Rome City School District ("District") and the Rome Teachers Association ("Union") are parties to a collective bargaining agreement for the period 2008 to 2011; and,

WHEREAS, the District and the Union have reached terms for a successor agreement to the current collective bargaining agreement; and,

WHEREAS, the parties desire to offer a retirement incentive in order to mitigate the effects of the New York State Budget; and,

WHEREAS, the Union has a desire to assist the District in this time of crisis;

**IT IS HEREBY AGREED AS FOLLOWS:**

1. For the 2009-2010 school year, the District shall offer a retirement incentive of fifteen thousand dollars (\$15,000) to any teacher or registered nurse who provides an irrevocable letter of intent to retire at the end of the 2009-2010 school year. This letter must be received by the close of business on April 15, 2010. This incentive will be offered to any teacher or registered nurse who is eligible to retire with or without penalty, under the terms specified by the New York State Teachers' Retirement System (hereinafter "TRS") or the New York State Employees' Retirement System (hereinafter "ERS"). For the purposes of this agreement, an employee who is eligible to retire with penalty, shall not be deemed to be in his/her first year of eligibility to retire without penalty.
2. For the 2010-2011 school year, any teacher or registered nurse who did not opt to retire in the 2009-2010 school year, may provide an irrevocable letter of intent to retire, pursuant to Article 34.H.5 of the collective bargaining agreement, specifically the last Monday in February. Those employees shall be provided with a retirement incentive of seven thousand dollars (\$7,000). If teacher or registered nurse becomes eligible to retire without penalty under the terms of the TRS or ERS for the first time, he/she shall receive a retirement incentive of fifteen thousand dollars (\$15,000).

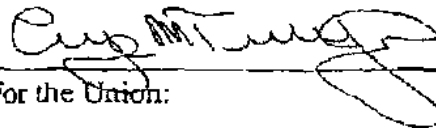
3. For the 2011-2012 school year, any teacher or registered nurse who was first time eligible to retire in 2010-2011 shall have the opportunity to retire pursuant to the notification requirements in Article 34.H.5, specifically the last Monday in February, and shall receive an incentive of seven thousand dollars (\$7,000). Any teacher or registered nurse who becomes first time eligible pursuant to TRS or ERS rules, shall also be eligible for an incentive of seven thousand dollars (\$7,000).
  4. In anticipation that the New York State Legislature amends the rules and regulations of the TRS and/or ERS to permit retirement without penalty when the employee reaches 55 years of age with a minimum of 25 years of service (hereinafter "55/25"), employees who are not otherwise eligible to retire without the 55/25 enhancement shall be permitted to submit a letter of intent to retire during the 2009-2010 school year, but the Board of Education shall not act on those retirements until notification of passage of the 55/25 legislation is provided.
  5. This agreement will be effective from the date of execution and shall terminate fully and completely by the close of business on June 30, 2012.
  6. Nothing contained in this agreement may be used by either party to make claim that a past practice has been established. The parties acknowledge that this agreement is non-precedent setting.
- This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issue addressed herein.
8. This Memorandum of Agreement may not be modified except by a writing signed by all parties.



For the District:

Dated:

4/9/10



For the Union:

Dated:

4-9-2010

APPENDIX C —  
APPR

Documents Relative to Annual Professional Performance Review

The following forms shall replace the observation and evaluation forms found in Article 32 of the collective bargaining agreement between the parties. The use of the APPR documents in this Appendix shall be valid for the duration of this agreement and notwithstanding §209(a)(1)(e) of the Civil Service Law (Triborough Amendment), shall expire on June 30, 2013 unless extended or modified by mutual written agreement between the parties.

**Rome City School District  
Formal Classroom Teacher Observation Summary**

<b>Name:</b> _____	<b>School/Location:</b> _____
<b>Subject/Grade Level:</b> _____	<b>Time/Period:</b> _____
<b>Date of Observation:</b> _____	<b>Number of Students:</b> _____
<b>Years of Service:</b> _____	<b>Tenured:</b> _____
<b>Observation #:</b> _____	<b>Date of Post-Observation Conference:</b> _____
<b>Evaluator:</b> _____	

<b>Pre-observation conference:</b> _____	<b>Date:</b> _____
<b>Comment:</b>   	
<b>Summary of Lesson Observed:</b>   	

The following classifications are used to rank instructional competence:

- Distinguished** - The teacher consistently exceeds expectations for the performance indicators.
- Proficient** - The teacher consistently meets the performance indicators.
- Needs Improvement** - The teacher inconsistently meets the performance indicators.
- Unsatisfactory** - The teacher fails to meet the performance indicators.

*• Any rating of "Unsatisfactory" requires a comment to be written by the administrator.*

1.0	Content knowledge of subject matter and curriculum.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
2.0	Preparation employing necessary practices to support instruction.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
3.0	Instructional delivery that results in active student involvement and meaningful lesson plans that result in student learning.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
4.0	Classroom management is supportive of diverse student learning needs creating a supportive learning environment.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
5.0	Knowledge of student	<input type="checkbox"/>	Distinguished	Comments:

	development and appreciation of diversity and regular application of developmentally-appropriate instructional strategies.	<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
6.0	Student assessment techniques are based on appropriate learning standards.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
7.0	Establishes and maintains collaborative relationships, Professional Learning Communities (PLC), that are effective with students, parents or caregivers, support personnel, colleagues, administrators, and community referral agencies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
8.0	Employs reflective and responsive practices which demonstrate that adjustments are made on a continuous basis to improve the effectiveness of instruction and assessment.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
9.0	Fulfills all professional obligations.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
<b>Post Observation Conference:</b>				

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Initial if attachments are included. Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_

**Rome City School District**  
**Observation for School Psychologists**  
**School Year \_\_\_\_\_**

<b>Name:</b> _____	<b>School/Location:</b> _____
<b>Subject/Grade Level:</b> _____	<b>Time/Period:</b> _____
<b>Date of Observation:</b> _____	<b>Number of Students:</b> _____
<b>Years of Service:</b> _____	<b>Tenured:</b> _____
<b>Observation #:</b> _____	<b>Date of Post-Observation Conference:</b> _____
<b>Evaluator:</b> _____	

**Did a pre-observation conference occur?** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Comment:** \_\_\_\_\_

**Summary of Lesson Observed:**

The following classifications are used to rank instructional competence:

- Distinguished** - Goes above and beyond the performance of responsibilities.
- Proficient** - Is skillful in performing duties.
- Needs Improvement** - Meets fundamental requirements.
- Unsatisfactory** - Work is substandard and inadequate.

• Any rating of "Unsatisfactory" requires a comment to be written by the administrator.

<b>1.0</b> Knowledge of educational programs, education laws, psychological theories, the application of developmentally-appropriate instructional strategies, and developing strategic instructional, behavioral, or motivational interventions that strengthen the learning process and address student needs.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Distinguished</b> <b>Proficient</b> <b>Needs Improvement</b> <b>Unsatisfactory</b>	<b>Comments:</b>
<b>2.0</b> Actively participates in activities designed to continue, enhance, and upgrade their professional training and skills to help ensure high-quality service provision.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Distinguished</b> <b>Proficient</b> <b>Needs Improvement</b> <b>Unsatisfactory</b>	<b>Comments:</b>
<b>3.0</b> Demonstrates commitment to students and their learning by participating in school-based problem-solving meetings in an effort to identify the factors that positively influence student achievement and uses data-driven processes that provide meaningful information to teachers about how students learn.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Distinguished</b> <b>Proficient</b> <b>Needs Improvement</b> <b>Unsatisfactory</b>	<b>Comments:</b>
<b>4.0</b> School psychologists use a decision-making process in collaboration with other team members, school staff, students' family members, and other stakeholders, as	<input type="checkbox"/> <input type="checkbox"/>	<b>Distinguished</b> <b>Proficient</b>	<b>Comments:</b>

appropriate, to identify academic and behavior problems, collect and analyze information to understand the problems, make decisions about service delivery, and evaluate the outcomes of service delivery.	<input type="checkbox"/>	Needs Improvement			
5.0 Engages in indirect and direct consultation and assessment practices that identify why students are not being academically or socially successful and completed student assessment based on student's needs.	<input type="checkbox"/>	Unsatisfactory	<b>Comments:</b>		
6.0 Implements the planning component by guiding staff and students' parents/ guardians through the development of an Individualized Education Program and plan for services at CSE.	<input type="checkbox"/>	Distinguished		<b>Comments:</b>	
7.0 Responsive services through the effective use of individual and small-group counseling, consultation and referral skills.	<input type="checkbox"/>	Proficient			<b>Comments:</b>
8.0 In collaboration with others, develop challenging but achievable cognitive, social/emotional, and academic goals for all students and provide information about ways in which students can achieve these goals.	<input type="checkbox"/>	Needs Improvement			
9.0 Fulfills all professional obligations.	<input type="checkbox"/>	Unsatisfactory	<b>Comments:</b>		
<b>Post Observation Conference:</b>					

**Teacher:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Initial if attachments are included. Teacher:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_

**Rome City School District**  
**Observation for Occupational, Physical and Speech Therapists**  
**and Teachers of the Visually and Hearing Impaired**  
**School Year \_\_\_\_\_**

<b>Name:</b>	<b>School/Location:</b>
<b>Subject/Grade Level:</b>	<b>Time/Period:</b>
<b>Date of Observation:</b>	<b>Number of Students:</b>
<b>Years of Service:</b>	<b>Tenured:</b>
<b>Observation #:</b>	<b>Date of Post-</b>
<b>Evaluator:</b>	<b>Observation Conference:</b>
<b>Did a pre-observation conference occur?</b>	<b>Date:</b>
<b>Comment:</b>	

**Summary of Lesson Observed:**

The following classifications are used to rank instructional competence:

- Distinguished** - Goes above and beyond the performance of responsibilities.
- Proficient** - Is skillful in performing duties.
- Needs Improvement** - Meets fundamental requirements.
- Unsatisfactory** - Work is substandard and inadequate.

• Any rating of "Unsatisfactory" requires a comment to be written by the administrator.

1.0	Knowledge of subject matter and curriculum as it relates to the area of expertise.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Distinguished</b> <b>Proficient</b> <b>Needs Improvement</b> <b>Unsatisfactory</b>	<b>Comments:</b>
2.0	Organization and preparation employing necessary practices to support instruction and design interventions/therapy that will address student needs to promote academic success of students.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Distinguished</b> <b>Proficient</b> <b>Needs Improvement</b> <b>Unsatisfactory</b>	<b>Comments:</b>
3.0	Instructional delivery of therapy sessions that results in active	<input type="checkbox"/>	<b>Distinguished</b>	<b>Comments:</b>

	student involvement and meaningful lesson plans that result in student learning and progress toward goals.	<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
4.0	Classroom or group management is supportive of diverse student learning needs which create a supportive learning environment conducive to student learning.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
5.0	Knowledge of student development and appreciation of diversity and regular application of developmentally-appropriate instructional strategies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
6.0	Student assessment techniques that will guide student intervention needs, monitor the students on a regular basis as they progress in school and/or lead to a recommendation for increased or decreased therapy services.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
7.0	Establishes and maintains collaborative relationships that are effective with students, parents or caregivers, other support personnel, colleagues, administrators and community referral agencies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
8.0	Reflective and responsive practice that demonstrates adjustments are made on a continuous basis to improve the effectiveness of therapy/instruction, assessment and behaviors through appropriate professional development.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
9.0	Implements the individual planning component by guiding individual and groups of students and their parents/guardians through the development of educational and career plans.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	

10.0 Provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
11.0 Fulfills all professional obligations	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
Summary Comments:			

**Annual Evaluation:** \_\_\_\_\_

**Teacher:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Initial if attachments are included:** \_\_\_\_\_ **Teacher:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_

**Rome City School District**  
**Observation for Guidance Counselors**  
**School Year \_\_\_\_\_**

Name: _____	School/Location: _____
Subject/Grade Level: _____	Time/Period: _____
Date of Observation: _____	Number of Students: _____
Years of Service: _____	Tenured: _____
Observation #: _____	Date of Post-Observation Conference: _____
Evaluator: _____	
Did a pre-observation conference occur? _____	Date: _____
Comment: _____	

**Summary of Lesson Observed:**

---

The following classifications are used to rank instructional competence:

- Distinguished**      - Consistently exceeds expectations for the performance indicators.
  - Proficient**        - Consistently meets the performance indicators.
  - Needs Improvement** - Inconsistently meets the performance indicators.
  - Unsatisfactory**    - Fails to meet the performance indicators.
- *Any rating of "Unsatisfactory" requires a comment to be written by the administrator.*

1.0	Possesses knowledge of subject matter and curriculum, including the District Counseling Program and curriculum.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<div style="background-color: #cccccc; padding: 2px;">Distinguished</div> <div style="background-color: #cccccc; padding: 2px;">Proficient</div> <div style="background-color: #cccccc; padding: 2px;">Needs Improvement</div> <div style="background-color: #cccccc; padding: 2px;">Unsatisfactory</div>	Comments:
2.0	Organization and preparation employing necessary practices to support instruction and designing lessons that will address student needs.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<div style="background-color: #cccccc; padding: 2px;">Distinguished</div> <div style="background-color: #cccccc; padding: 2px;">Proficient</div> <div style="background-color: #cccccc; padding: 2px;">Needs Improvement</div> <div style="background-color: #cccccc; padding: 2px;">Unsatisfactory</div>	Comments:
3.0	Instructional delivery of the counseling program that results in	<input type="checkbox"/>	<div style="background-color: #cccccc; padding: 2px;">Distinguished</div> <div style="background-color: #cccccc; padding: 2px;">Proficient</div> <div style="background-color: #cccccc; padding: 2px;">Needs Improvement</div> <div style="background-color: #cccccc; padding: 2px;">Unsatisfactory</div>	Comments:

	active student involvement and meaningful lesson plans that result in student learning.	<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
4.0	Classroom or group management is supportive of diverse student learning needs creating a supportive learning environment.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
5.0	Knowledge of student development, appreciation of diversity and regular application of developmentally-appropriate instructional strategies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
6.0	Student assessment techniques are based on appropriate learning standards and students' intervention needs.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
7.0	Establishes and maintains collaborative relationships that are effective with students, parents or caregivers, support personnel, colleagues, administrators and community referral agencies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
8.0	Reflective and responsive practice that demonstrate adjustments are made on a continuous basis to improve the effectiveness of instruction, assessment and behaviors through appropriate professional development.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
9.0	Responsive services through the effective use of individual and small-group counseling, consultation and referral skills.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
10.0	Collects and analyzes data to guide students' program direction and	<input type="checkbox"/>	Distinguished	Comments:

	emphasis including student choice of classes and special programs.	<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
11.0	Monitors the students on a regular basis as they progress in school and provides management and support towards their educational program.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
12.0	Acts as a student advocate, collaborator and a systems change agent to promote academic success of students.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
13.0	Implements the individual planning component by guiding individual and groups of students and their parents/ guardians through the development of educational and career plans.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
14.0	Provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
15.0	Fulfills all professional obligations	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Initial if attachments are included: \_\_\_\_\_

Teacher: \_\_\_\_\_

Evaluator: \_\_\_\_\_

## Rome City School District End-of-Year Teacher Evaluation School Year \_\_\_\_\_

<b>Name:</b> _____	<b>School/Location:</b> _____
<b>Subject/Grade Level:</b> _____	<b>Date:</b> _____
<b>Years of Service:</b> _____	<b>Tenured:</b> _____
<b>Evaluator:</b> _____	

The following classifications are used to rank instructional competence:

- Distinguished**        - The teacher consistently exceeds expectations for the performance indicators.
- Proficient**            - The teacher consistently meets the performance indicators.
- Needs Improvement** - The teacher inconsistently meets the performance indicators.
- Unsatisfactory**       - The teacher fails to meet the performance indicators.

- Any rating of "Unsatisfactory" requires a comment to be written by the administrator.
- A rating of unsatisfactory in two or more areas will result in an overall unsatisfactory evaluation and require a Teacher Improvement Plan (TIP).

1.0	Content knowledge of subject matter and curriculum.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Comments:
2.0	Preparation employing necessary practices to support instruction.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Comments:
3.0	Instructional delivery of the results in active student involvement and meaningful lesson plans that result in student learning.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Comments:
4.0	Classroom management is supportive of diverse student learning needs creating a supportive learning environment.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Comments:
5.0	Knowledge of student development, appreciation of diversity and regular application of developmentally-appropriate instructional strategies.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Comments:
6.0	Student assessment techniques are based on appropriate learning standards.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Comments:

	<input type="checkbox"/>	Unsatisfactory	
7.0 Establishes and maintains collaborative relationships that are effective with students, parents or caregivers, support personnel, colleagues, administrators and <u>community referral agencies</u> .	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
	<input type="checkbox"/>	Unsatisfactory	
8.0 Reflective and responsive practice that demonstrate adjustments are made on a continuous basis to improve the effectiveness of instruction, assessment	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
	<input type="checkbox"/>	Unsatisfactory	
9.0 Fulfills all professional obligations.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
	<input type="checkbox"/>	Unsatisfactory	
<b>Post Observation Conference:</b>			

**Annual Evaluation:**

**Teacher:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Initial if attachments are included.**

**Teacher:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Rome City School District**  
**End-of-Year Evaluation**  
*for Occupational, Physical and Speech Therapists*  
*and Teachers of the Visually and Hearing Impaired*  
 School Year \_\_\_\_\_

<b>Name:</b> _____	<b>School/Location:</b> _____
<b>Subject/Grade Level:</b> _____	<b>Date:</b> _____
<b>Years of Service:</b> _____	<b>Tenured:</b> _____
<b>Evaluator:</b> _____	_____

The following classifications are used to rank instructional competence:

- Distinguished** - Goes above and beyond the performance of responsibilities.
- Proficient** - Is skillful in performing duties.
- Needs Improvement** - Meets fundamental requirements.
- Unsatisfactory** - Work is substandard and inadequate.

- Any rating of "Unsatisfactory" requires a comment to be written by the administrator.
- A rating of unsatisfactory in two or more areas will result in an overall unsatisfactory evaluation and require a Teacher Improvement Plan (TIP).

1.0	Knowledge of subject matter and curriculum as it relates to the area of expertise.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	Comments:
2.0	Organization and preparation employing necessary practices to support instruction and designing interventions/therapy that will address student needs to promote academic success of students.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	Comments:
3.0	Instructional delivery of therapy sessions that results in active student involvement and meaningful lesson plans that result in student learning and progress toward goals.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	Comments:
4.0	Classroom or group management is supportive of diverse student learning needs which create a supportive learning environment	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient	Comments:

	conducive to student learning.	<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
5.0	Knowledge of student development and appreciation of diversity and regular application of developmentally- appropriate instructional strategies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
6.0	Student assessment techniques that will guide student intervention needs, monitor the students on a regular basis as they progress in school and/or lead to a recommendation for increased or decreased therapy services.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
7.0	Establishes and maintains collaborative relationships that are effective with students, parents or caregivers, other support personnel, colleagues, administrators and <u>community referral agencies</u> .	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
8.0	Reflective and responsive practice that demonstrates adjustments are made on a continuous basis to improve the effectiveness of therapy/instruction, assessment and behaviors through appropriate professional development.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
9.0	Implements the individual planning component by guiding individual and groups of students and their parents/ guardians through the development of educational and career plans.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	

10.0 Provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
11.0 Fulfills all professional obligations.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	

**Post-Observation Conference:**

**Annual Evaluation:**

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**Teacher:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Initial if attachments are included:** \_\_\_\_\_ **Teacher:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_

**Rome City School District**  
**End-of-Year Evaluation for Guidance Counselors**  
**School Year \_\_\_\_\_**

Name: _____	School/Location: _____
Subject/Grade Level: Guidance Counselor	Date: _____
Years of Service: _____	Tenured: <input type="checkbox"/> Yes <input type="checkbox"/> No
Evaluator: _____	

The following classifications are used to rank instructional competence:

- Distinguished**        - Consistently exceeds expectations for the performance indicators.
- Proficient**         - Consistently meets the performance indicators.
- Needs Improvement** - Inconsistently meets the performance indicators.
- Unsatisfactory**    - Fails to meet the performance indicators.

- *Any rating of "Unsatisfactory" requires a comment to be written by the administrator.*
- *A rating of unsatisfactory in two or more areas will result in an overall unsatisfactory evaluation and require a Teacher Improvement Plan (TIP).*

1.0	Possesses knowledge of subject matter and curriculum, including the District Counseling Program and curriculum.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Distinguished Proficient Needs Improvement Unsatisfactory	Comments:
2.0	Organization and preparation employing necessary practices to support instruction and designing lessons that will address student needs.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Distinguished Proficient Needs Improvement Unsatisfactory	Comments:
3.0	Instructional delivery of the counseling program that results in active student involvement and meaningful lesson plans that result in student learning.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Distinguished Proficient Needs Improvement Unsatisfactory	Comments:

4.0	Classroom or group management is supportive of diverse student learning needs creating a supportive learning environment.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
5.0	Knowledge of student development, appreciation of diversity and regular application of developmentally-appropriate instructional strategies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
6.0	Student assessment techniques are based on appropriate learning standards and students' intervention needs.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
7.0	Establishes and maintains collaborative relationships that are effective with students, parents or caregivers, support personnel, colleagues, administrators and community referral agencies.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
8.0	Reflective and responsive practice that demonstrate adjustments are made on a continuous basis to improve the effectiveness of instruction, assessment and behaviors through appropriate professional development.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	
9.0	Responsive services through the effective use of individual and small-group counseling, consultation and referral skills.	<input type="checkbox"/>	Distinguished	Comments:
		<input type="checkbox"/>	Proficient	
		<input type="checkbox"/>	Needs Improvement	
		<input type="checkbox"/>	Unsatisfactory	

10.0 Collects and analyzes data to guide students' program direction and emphasis including student choice of classes and special programs.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
11.0 Monitors the students on a regular basis as they progress in school and provides management and support towards their educational program.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
12.0 Acts as a student advocate, collaborator and a systems change agent to promote academic success of students.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
13.0 Implements the individual planning component by guiding individual and groups of students and their parents/ guardians through the development of educational and career plans.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
14.0 Provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	
15.0 Fulfills all professional obligations.	<input type="checkbox"/>	Distinguished	Comments:
	<input type="checkbox"/>	Proficient	
	<input type="checkbox"/>	Needs Improvement	
	<input type="checkbox"/>	Unsatisfactory	

**Summary Comments:**

**Annual Evaluation:**                     **Satisfactory**                     **Unsatisfactory**

**Teacher:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Initial if attachments are included:**                    **Teacher:**                    **Evaluator:**

## Rome City School District Evaluation Appraisal for School Nurses

Name: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

The following classifications are used to rank nursing competence:

- Distinguished** - The nurse consistently exceeds expectations for the performance indicators.
- Proficient** - The nurse consistently meets the performance indicators.
- Needs Improvement** - The nurse inconsistently meets the performance indicators.
- Unsatisfactory** - The nurse fails to meet the performance indicators.

- Any rating of "Unsatisfactory" requires a comment to be written by the administrator.
- A rating of unsatisfactory in two or more areas will result in an overall unsatisfactory evaluation and require an improvement plan.

1.0 <b>Quality of Care</b> 1.1 Demonstrates knowledge and ability to manage student/staff health problems and emergency care needs. 1.2 Demonstrates flexibility in practice based on previous interventions. 1.3 Provides written instructions for substitutes.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Distinguished Proficient Needs Improvement Unsatisfactory	Comments:
2.0 <b>Performance Appraisal</b> 2.1 Continuously evaluates his/her practice and develops individual goals. 2.2 Seeks and acts on constructive feedback regarding ones own practice. 2.3 Complies with school district policies and State and Federal regulations.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Distinguished Proficient Needs Improvement Unsatisfactory	Comments:
3.0 <b>Education (Nurse's Professional Growth)</b> 3.1 Pursues continuing education opportunities related to student/staff needs. 3.2 Applies new information to meet student/staff needs.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Distinguished Proficient Needs Improvement Unsatisfactory	Comments:

4.0	<b>Collegiality</b>	<input type="checkbox"/>	Distinguished	Comments:
4.1 Works collaboratively with building staff and administrators regarding students' health problems that impact learning readiness.	<input type="checkbox"/>	Proficient		
4.2 Shares information and assists in planning for unique student needs.	<input type="checkbox"/>	Needs Improvement		
4.3 Monitors student/staff healthcare needs and medications.	<input type="checkbox"/>	Unsatisfactory		
4.4 Shares in team responsibilities. 4.5 Works cooperatively with healthcare providers.	<input type="checkbox"/>	Unsatisfactory		
5.0	<b>Ethics</b>	<input type="checkbox"/>	Distinguished	Comments:
5.1 Acts as a student advocate.	<input type="checkbox"/>	Proficient		
5.2 Maintains student, family and staff confidentiality.	<input type="checkbox"/>	Needs Improvement		
5.3 Delivers care in a non-discriminatory manner that is sensitive to student diversity.	<input type="checkbox"/>	Unsatisfactory		
5.4 Conducts self as a professional through attitudes, demeanor, dress and work habits.	<input type="checkbox"/>	Unsatisfactory		
6.0	<b>Collaboration</b>	<input type="checkbox"/>	Distinguished	Comments:
6.1 Communicates health information to students, families, and teachers as appropriate.	<input type="checkbox"/>	Proficient		
6.2 Refers students for treatment and/or correction of health problems.	<input type="checkbox"/>	Needs Improvement		
6.3 Collaborates with parents, teachers, students and other health care providers to meet the educational goals of students.	<input type="checkbox"/>	Unsatisfactory		
7.0	<b>Resource Utilization</b>	<input type="checkbox"/>	Distinguished	Comments:
7.1 Maintains health office in a friendly, safe and efficient manner.	<input type="checkbox"/>	Proficient		
7.2 Trains staff and substitute nurses as needed.	<input type="checkbox"/>	Needs Improvement		
7.3 Refers student/staff to appropriate community resources.	<input type="checkbox"/>	Unsatisfactory		

<p>8.0 <b>Communication</b></p> <p>8.1 Uses appropriate and accurate verbal and non-verbal communication with administrators, students, staff, and parents.</p> <p>8.2 Counsels individuals and groups in crisis situations.</p> <p>8.3 Communicates the policies, programs, and mission of the school district to the school community.</p> <p>8.4 Communicates his/her collaborative role in supporting the educational goals of the school district.</p>	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Comments:</p>
<p>9.0 <b>Research</b></p> <p>9.1 Identifies issues of concern, patterns of health, safety and illness and shares with staff as appropriate.</p>	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Comments:</p>
<p>10.0 <b>Program Management</b></p> <p>10.1 Makes recommendations to improve school health services.</p> <p>10.2 Monitors communicable diseases and reports to appropriate officials as needed.</p> <p>10.3 Collaborates to review/revise policy and procedures.</p> <p>10.4 Serves on committees related to health services as appropriate.</p>	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Comments:</p>
<p>11.0 <b>Health Education</b></p> <p>11.1 Provides input and programs to students and staff on health related issues.</p> <p>11.2 Acts as a health resource to school staff.</p> <p>11.3 Supports the application of health promotion within the school setting (i.e., playground, food service, custodial).</p>	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Comments:</p>
<p>12.0 <b>Fulfills all professional obligations.</b></p>	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Comments:</p>

**Annual Evaluation:**

**Nurse:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Initial if attachments are included. Nurse:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Rome City School District**  
Individualized Performance Review

**IPR ~ FINAL REFLECTION REPORT**

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Please **complete** this reflection exercise, using additional pages as needed. **Include** pages containing the rubrics selected for review and **attach** any supporting documents you wish to include. This packet will be submitted to and discussed with your Building Administrator during the Year-End Conference.

Please record the dates of the three meetings and have your Building Administrator initial below each meeting date.

**Beginning Point**

**Mid Point**

**End Point**

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Building Administrator

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Building Administrator

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Building Administrator

Please reflect on the questions below to describe how the **IPR** supported your growth as a professional. *(Use additional pages as necessary)*

- Describe the impact on your professional skills as a result of this initiative.
  
- Describe the impact or anticipated impact on your students' performance.
  
- Has the **IPR** process led you to an interest in further study? If so, what would be your focus in the future?
  
- Additional Remarks *(attach additional sheets if necessary)*

The **APPR** committee would appreciate your reactions to your experience with your **IPR** project.

Give this to any member of the **APPR** committee, your building principal or send it to the Superintendent or designee.

# Teacher Improvement Plan Checklist

A Teacher Improvement Plan will include the following:

- Check the specific area(s) of Professional Practice Standards to be improved
- Specific goals for improvement which are linked to the performance indicators and/or the APPR evaluation criteria
- Activities, strategies are identified clearly
- Identification of multiple resources and supports are listed to help the teacher *such as, but not limited to:*
  - ⇒ *Mentors*
  - ⇒ *Professional Development Plan offerings*
  - ⇒ *BOCES and Teacher Center workshops,*
  - ⇒ *Higher Education Institution courses*
  - ⇒ *Observations of other environments*
  - ⇒ *Employee Assistance Program recommendation*
  - ⇒ *Release time for courses, workshops, observations, and mentoring*
- Indicators of progress are defined with criteria (if needed)
- Evaluation procedures and methods are identified
- Evaluation timeline with review timeframes are listed
- Signatures by the teacher and administrator(s) are included

# TEACHER IMPROVEMENT PLAN

Teacher's Name: \_\_\_\_\_ Tenured:  Yes  No  
School Building: \_\_\_\_\_ School Year: \_\_\_\_\_  
Collaborative Meeting Dates: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> \_\_\_\_\_  
Dates of implementation for this plan: \_\_\_\_\_  
Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

## Check specific focus area(s) of Professional Practice Standards to be improved:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Content Knowledge      | <input type="checkbox"/> Classroom Management | <input type="checkbox"/> Collaboration/PLCs                |
| <input type="checkbox"/> Planning & Preparation | <input type="checkbox"/> Student Development  | <input type="checkbox"/> Reflective & Responsive Practice  |
| <input type="checkbox"/> Instructional Delivery | <input type="checkbox"/> Student Assessment   | <input type="checkbox"/> Fulfills Professional Obligations |

## Specific goals for improvement in each area:

**Focus Area #1:** \_\_\_\_\_

### Goals for Improvement:

### Strategies and Activities *(with timelines if applicable):*

### Supports and Resources:

**Focus Area #2:** \_\_\_\_\_

### Goals for Improvement:

### Strategies and Activities *(with timelines if applicable):*

### Supports and Resources:

**Focus Area #3:** \_\_\_\_\_

### Goals for Improvement:

### Strategies and Activities *(with timelines if applicable):*

### Supports and Resources:

### Indicators of Progress:

### Evaluation Procedures:

**Evaluation Timeline and Review Periods:**

\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_

Meeting: \_\_\_\_\_  
Meeting: \_\_\_\_\_  
Meeting: \_\_\_\_\_  
Meeting: \_\_\_\_\_

Educator's Name: *(Please print)* \_\_\_\_\_ Date: \_\_\_\_\_

Educator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_

Original: Personnel File  
Copy: Teacher

# Teacher Improvement Plan Chart

Teacher's Name: \_\_\_\_\_ Tenured:  Yes  No

School: \_\_\_\_\_ Dates of Plan Implementation: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Collaborative Meeting Date(s): \_\_\_\_\_

Specific Areas to be Improved	Specific Goals for Improvement	Strategies, Activities, Supports & Resources for Each Area Identified <i>(Activities and Timeline when applicable)</i>	Indicators of Progress	Evaluation Procedures	Plan Evaluation Timeline/Review Period(s)
<input type="checkbox"/> Content Knowledge					
<input type="checkbox"/> Planning and Preparation					
<input type="checkbox"/> Instructional Delivery					
<input type="checkbox"/> Classroom Management					
<input type="checkbox"/> Student Development					
<input type="checkbox"/> Student Assessment					
<input type="checkbox"/> Collaborative PLC's					
<input type="checkbox"/> Reflective and Responsive Practices					
<input type="checkbox"/> Fulfills Professional Obligations					

Educator's Name: *(Please print)* \_\_\_\_\_ Date: \_\_\_\_\_

Educator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's Name and Title *(Please print)*: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_