

Excerpts from —

**THE
CONTRACTUAL AGREEMENT
BETWEEN
THE CITY SCHOOL DISTRICT
OF
ROCHESTER, NEW YORK
AND
THE
ROCHESTER TEACHERS ASSOCIATION
(NYSUT/AFT - AFL/CIO)
JULY 1, 1992 - JUNE 30, 1996**



**SECTION 37
OBSERVATION AND EVALUATION**

The following shall govern all teacher observations and evaluations:

1. Evaluations and observations shall be made by personnel assigned to a position which includes responsibilities for the evaluation and observation of staff.

Final evaluations of a teacher must be based upon at least one or more observations conducted by one or more members of the City School District staff.
2. By the end of October, or within two (2) months of a teacher's beginning service, the administrator or his/her designee shall:
 - a. Inform the teacher of the purpose and procedures used in the evaluation of teachers prior to any evaluation.
 - b. Review the forms used in the evaluation process.
3. All observation of work performance of a teacher shall be conducted openly, with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose.
4. The formal observation by building level personnel will be for a teaching segment of time no less than thirty (30) minutes.
 - a. Formal observations by building level personnel shall be reduced to writing and delivered to the teacher observed within five (5) days of the date of observation. In addition, a conference will be provided upon request of either party. The formal observation may be amended by the building level personnel at the time of the conference.
 - b. Formal observations by building level personnel of non-tenured teachers unless waived by the teacher concerned shall be a minimum of three (3). The first observation shall be no later than November 15; the second to take place between November 16 and January 15; and the last to take place between January 16 and March 15.
5. A teacher shall be given a copy of the final evaluations prepared by his/her supervisor upon request. No such report shall be submitted to central administration, placed in a teacher's file or otherwise acted upon without prior conference with the teacher. A teacher will be entitled to have a representative of the Association present with him/her at the conference.
6. Final observations will be submitted to and discussed with the teacher no later than April 15 unless the April 15 deadline is waived by the teacher concerned. Such final evaluation forms shall become part of the teacher's personnel file.
7. All observation and evaluation forms shall require the signature of the evaluator or observer and the teacher. These standard forms shall contain the statement "I have read and (do/do not) agree with the above," followed by space for the teacher's signature.

The teacher shall also have the right to submit a written reply to such material and attach it to the file copy.

8. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has signed such material indicating he/she has had the opportunity to review it. This clause shall not apply to:
 - a. Reference information supplied by former employers.
 - b. Reference information supplied by colleges and universities.
 - c. Reference information as required by the local promotional procedure.The teacher shall also have the right to submit a written reply to such material and attach it to the file copy.
9. No observation or evaluation form of any kind shall become part of a teacher's personnel file unless it has met the above conditions.
10.
 - a. A teacher shall have the right upon request and by appointment to review the contents of his/her personnel file wherever maintained except information supplied by reference sources. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
 - b. No agency or group or Association representatives shall have access to a teacher's personnel file (wherever maintained) without prior consent of the teacher.
 - c. The District shall maintain a list which shall become part of the personnel file of all personnel who review the teacher's personnel file, which list shall contain the name of the individual and the date reviewed. An individual not known to the custodian of the file shall be required to identify himself/herself prior to gaining access to the file. No access except as provided herein to a teacher's personnel file shall be permitted.
11. No individual or group (other than those designated in §37.1 of this Agreement) shall enter a classroom without prior consent of the principal.
12. A teacher may request an observation or evaluation be made by an appropriate Central Office staff member at any time during the school year.

**SECTION 38
DISCIPLINE AND DISCHARGE
NON-TENURED TEACHERS**

1. **Discipline and Discharge - Probationary Teachers (1st and 2nd years only)**
 - a. **Eligibility**

The provisions of this clause shall apply only to probationary teachers in the first (1st) or second (2nd) year of the probationary period or as provided in Section 55.
 - b. **Discipline**
 - (1) No eligible teacher within the bargaining unit shall be disciplined without good and sufficient cause.

(2) Disciplinary action or measures may include but not be limited to the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension (with or without pay)
- (d) Discharge

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

c. Discharge

The discharge of a probationary teacher during the first two (2) years of service which is based upon the result of a regular evaluation shall be governed by §3031 of the Education Law except that nothing in this clause shall be constructed to deny said probationary teacher the opportunity of discussing the dismissal with any appropriate supervisory personnel.

2. Discipline and Discharge - Probationary Teachers (3rd year only)

a. Eligibility

The provisions of this clause shall apply only to probationary teachers in the third (3rd) year of the probationary period.

b. Discipline

(1) No eligible teachers within the bargaining unit shall be disciplined without good and sufficient cause.

(2) Disciplinary action or measures may include, but not be limited to the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension (with or without pay)
- (d) Discharge

(3) Except as specified elsewhere in this Section, any disciplinary action imposed upon any eligible teacher may be processed as a grievance through the regular grievance and arbitration procedure.

c. Discharge

(1) No eligible teacher within the bargaining unit shall be discharged without good and sufficient cause. If the City School District determines that there is good and sufficient cause for discharge, the teacher and the Association shall be notified in writing. Such notification shall also include whether or not the teacher has been suspended with pay or without pay. Suspension without pay prior to discharge shall not exceed a maximum of sixty (60) paid days. Such notification shall be at least thirty (30) days prior

to the Board meeting at which such recommendation is to be considered, and the date of the Board meeting at which it is to be considered. Not later than twenty-one (21) days prior to such meeting, the teacher may request in writing that he/she be furnished with a statement giving the reasons for such recommendation and within seven (7) days after receipt of such request, the District shall furnish such written statement. Such teacher may file a written response to such statement with the District clerk not later than seven (7) days prior to the date of the Board Meeting.

(2) If the Board sustains the recommended discharge, the teacher may within ten (10) days of the Board determination file with the District a Notice of Intent to arbitrate the matter.

(3) If the teacher fails to notify the District within the allotted ten (10) day period or if the teacher voluntarily waives the right to appeal to arbitration, the decision of the Board shall stand.

(4) All arbitration procedures shall be governed by the arbitration section of this Agreement and by the applicable provisions of Article 75 of the Civil Practice Law and Rules.

**SECTION 39
DISCIPLINE AND DISCHARGE
TENURED TEACHERS ONLY**

1. Eligibility

The provisions of this clause shall apply only to tenured teachers.

2. Discipline

a. No eligible teachers within the bargaining unit shall be disciplined without good and sufficient cause.

b. Disciplinary action or measures may include but not be limited to the following:

- (1) Oral reprimand
- (2) Written reprimand
- (3) Suspension (with or without pay)
- (4) Discharge

c. Except as specified elsewhere in this section, any disciplinary action imposed upon any eligible teacher may be processed as a grievance through the regular grievance and arbitration procedure.

3. Discharge

a. No eligible teacher within the bargaining unit shall be discharged without good and sufficient cause. If the City School District determines that there is good and sufficient cause for discharge, the teacher and the Association shall be notified in writing. Notification shall also include whether or not the teacher has been suspended with pay or without pay pending an investigation and recommendation by the Superintendent to the Board of

Education. Suspension without pay after such initial notice and prior to determination under the hearing or arbitration procedures set forth below shall not exceed a maximum of sixty (60) paid days. Within seven (7) days of the initial notice, the Superintendent of Schools shall file with the clerk of the Board of Education a written statement of charges. Upon receipt of said charges, the clerk of the Board shall immediately notify the Board. Within five (5) days after receipt of the charges, the Board shall meet in executive session to determine, by a majority of the Board of Education, whether probable cause exists to pursue the recommended discharge. If the Board determines that probable cause does exist, a written statement specifying the charges in detail, and outlining the options available under this Agreement and under §3020-a of the Education Law shall be immediately forwarded to the teacher by certified mail. Within ten (10) days of receipt of the statement of charges, the employee shall notify the City School District whether he/she desires to pursue one of the following procedures:

- (1) No hearing
- (2) Panel hearing - §3020-a procedure
- (3) Arbitration - contractual procedure

b. Failure of the employee to notify the clerk of his/her desire for a hearing within ten (10) days of the receipt of charges shall be deemed a waiver of rights to a hearing or arbitration.

c. If the employee waives his/her right to the procedure provided in this Agreement, the Board of Education shall proceed within fifteen (15) days, by a majority vote of all members of the Board to determine the case and fix the penalty or punishment.

d. It is understood that once the employee chooses one of the above procedures he/she shall be bound by the procedure chosen and shall not be permitted to pursue more than one procedure.

e. If the teacher chooses to pursue the statutory procedure, all applicable provisions of §3020-a shall apply.

f. If the teacher chooses to pursue the arbitration procedure all applicable provisions of the arbitration section of this Agreement and the provisions of Article 75 of the Civil Practice Law and Rules shall apply.

SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provisions shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

SECTION 56 INTERVENTION, REMEDIATION AND PROFESSIONAL SUPPORT

The Intervention and Remediation component of the CIT Plan is designed to offer all available resources to help improve the performance of experienced teachers who are having serious difficulties in the performance of their professional duties.

A teacher can be recommended in writing for Intervention and Remediation by a building principal, other appropriate supervisor or teacher constituency of the School-based Planning team meeting as a separate group. Such written recommendation is appropriate when a teacher's performance is less than satisfactory. It is expected that such recommendation shall be initiated after reasonable efforts have been made to assist the teacher. The referral for Intervention and Remediation may contain a recommendation as to a plan for remediation and indicate whether a withhold of all or part of the total next salary increase or any other action is warranted.

In acting upon the written referral, the Panel may avail to the referred teacher, and to the building principal and/or other appropriate supervisors, an opportunity to appear before the panel or its representatives to provide information germane to the recommendation.

If the Panel votes to accept the referral, the Panel shall prescribe a plan of remediation which may include, but is not limited to, assistance by a lead teacher, mandatory in-service, or other professional studies, participation in the EAP, etc. The Panel shall have the authority to impose full or partial salary withhold during the period of remediation and intervention. When a referral of a teacher rated "unsatisfactory" is supported by the CIT Panel review, full salary withhold shall be automatic.

The determination, reasons therefore, the remedial plan, and the decision concerning salary withhold shall be provided in writing to the Superintendent of Schools, the teacher, and to the building principal, or appropriate supervisor.

The plan for remediation will be implemented under the direction of the CIT Panel. The plan will provide for the development of specific performance, and professional goals.

Teachers participating in Intervention and Remediation will continue to receive assistance until the CIT Panel determines that no further assistance is needed or would be productive, or until the teacher in Intervention and Remediation no longer wishes to participate. The duration of the Intervention and Remediation program for any one teacher shall not extend beyond the start of one third full semester from the date of the initiation of the assistance program.

Teachers in Intervention and Remediation shall receive copies of all status reports and will have the right to attach and submit a written reply to the status report forms submitted to the CIT Panel by the lead teachers.

The CIT Panel will review all status reports and other information that may be submitted to the Panel. If the determination of the CIT Panel is that Intervention and Remediation was successful, the CIT Panel will issue a report, in writing, to the Superintendent, the RTA President, and the teacher in Intervention.

Participation in Intervention and Remediation is voluntary on the part of the referred teacher. The Panel's determination relating to full or partial salary withhold and/or any sanction shall be subject to the grievance procedure contained in Section 14. If a teacher refuses Intervention and Remediation, nothing herein shall prohibit the District from proceeding with further disciplinary action after that refusal.

If the determination of the CIT Panel is that Intervention is not successful, the CIT Panel will issue a report, in writing, to the Superintendent, the RTA President, and the teacher in Intervention. Evaluation and/or discipline procedures, as outlined in sections of the current Contractual Agreement, may then be instituted.

It is understood that the Panel's determination, reasons therefore, and testimony concerning that determination shall be made available during all stages of the grievance and arbitration procedure.

The Panel shall develop written procedures for this referral, intervention, and remediation program.

Professional Support

The District and the Association recognize the need for more accessible and more immediate peer assistance and support. To that end, the parties agree to establish a formal Professional Support program with the following features:

- a. Professional Support may be recommended by a colleague, a building representative, or a building administrator but access to Professional Support is by self referral only. Participation would be voluntary.
- b. Participation in Professional Support activities will not be reflected in any personnel materials unless the teacher includes such references.
- c. Support shall be provided by other Professional and Lead Teachers as indicated by the CIT Panel.
- d. Support may include, but shall not be limited to, counseling, observations of others' classes, demonstration lessons by lead teachers, in-service courses, workshops and conferences.
- e. Participation in Professional Support activities shall not prevent referral for Intervention Service.
- f. Formal participation in Professional Support activities shall be limited to two full semesters.