

**Rome City School District  
and  
Rome Teachers Association**

**SUBSTITUTE TEACHER/  
SCHOOL NURSE  
CONTRACT**

**July 1, 2018 – June 30, 2023**

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ARTICLE 1  
RECOGNITION, DUES AND OTHER DEDUCTIONS

1. 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 each per diem substitute teacher, or per diem substitute school nurse, who receives from the Rome City School District an assurance of continuing employment in conformance with Civil Service Law 201.7(d) for the duration of the period covered by such assurance.
- B. Any per diem substitute who works over thirty (30) days in the first semester will be added to the unit effective February 1st.
- C. The Board recognizes the Rome Teachers 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.
- D. Per diem substitutes as used in this agreement refers to members of the bargaining unit.

2. DEDUCTION OF FEES FROM SALARY

- A. The Superintendent agrees to deduct from the daily wages of the employees in the unit defined above dues for the Association and its affiliates as said teachers/nurses individually submit written authorization for the Board to deduct.
- B. The following combination will be eligible for deductions: RTA and its affiliates, VOTE-COPE, NYSUT Benefit Trust, and United States Savings Bond purchases.
- C. Deductions for the above shall commence with the payroll period first following receipt of the authorization certificate.
- D. All dues receipts will be deposited to the Rome Teachers Association account.
- E. The District shall provide the Association with a printout of dues deductions for Association members at such times as payment is made to the Association.
- F. The Association shall provide the District the amount of dues to be deducted. Deductions shall conclude at such time as the entire stipulated amount has been deducted, or upon receipt of notice to discontinue by the Association.

- G. The Association agrees to indemnify the District and hold it harmless for any expenses the District incurs due to liability for damages, any litigation expenses or other expenses whatsoever in connection with dues and other payroll deductions granted by this Agreement or by law.

ARTICLE 2  
VACANCIES

Vacancies in permanent teaching or registered school nurse positions will be posted in the central administrative offices. Periodic lists of such vacancies and term substitute opportunities will be sent to the President of the Association.

ARTICLE 3  
TEACHING HOURS AND CONDITIONS

1. WORKDAY: CALL IN

- A. Rome per diem substitute teachers shall have the same workday as the teacher for whom they are substituting, per diem substitute school nurses shall have the same workday as the registered school nurse for whom they are substituting.
- B. Per diem substitute teachers and nurses will be called to work in as timely a manner as possible. In case of late calls, a reasonable time for reporting will be allowed.
- C. Any per diem substitute working for half day: half day defined as the midpoint of the work shift: hours worked beyond the midpoint will be compensated at the hourly rate of the scheduled rate that the substitute is associated with.

Example: Certified teacher (elementary – whose work day is six hours) who works four hours will receive \$51.50 + \$17.17 (for the hour) or \$68.68 for the day, instead of being compensated for a full day.

- D. For normal day to day substitute assignments, persons on the District's substitute list will be called in the following order;
1. Substitute teachers or nurses on the District Preferred Eligibility List will be called first in their certification area.
  2. Specific requests for certified/licensed substitutes by the teacher or nurse will be honored second.
  3. Substitutes holding certification in the specified area needed will be called third, or in the case of nurses registered nurses who are not on the District Preferred Eligibility List or specifically requested by the absent employee shall be called third.
  4. Substitute teachers on the District Preferred Eligibility List will be called in any area fourth.

5. Others substitutes holding any teaching certificate or having requisite academic area background as determined by the Superintendent or his/her designee will be called fifth.
6. Those substitutes with a four year college degree without teaching certification will be called last.

2. CONDITIONS

- A. The District will provide each per diem substitute a copy of the Substitute Package.
- B. Per diem substitutes will be provided the plans, supplies and access to equipment necessary to perform the tasks to which they are assigned.
- C. Per diem substitutes will be provided storage for coats, hats and the like and reasonable access to rest rooms.
- D. Per diem substitutes will be made knowledgeable of the discipline policy of the building in which they are employed and empowered to carry out that policy.
- E. Professional courtesy shall be observed by both the per diem teacher and administrator at all times.
- F. Any per diem substitute who intends to work during a given school year may be required to attend any scheduled pre-school orientation sessions for per diem sub teachers, or registered school nurses. Such orientation sessions shall be limited in length to two (2) hours for newly employed substitute teachers or nurses and one (1) hour for returning substitute teachers or nurses. Attendance at this session will be considered as one day's service toward the 30 day pay increase.
- G. Per diem substitutes who travel between assignments during the workday in the discharge of their duties shall be compensated at the federal rate.
- H. Per Diem substitutes who have worked in excess of 20 consecutive days in a single given position will be assigned a computer access account and telephone access code.

3. ADDITIONAL DUTIES

- A. On the elementary level, per diem substitutes will not be required to perform any non teaching duties which are not the responsibility of the regular teacher, provided, however, that any free time resulting from attendance of students' at, for example, art music and physical education, shall be utilized in preparation for the remainder of the class day.

- B. Should conditions exist that extra coverage is necessary in an elementary school, substitutes may be asked to give up plan time or double-up classes. They will be paid pro rata based upon the number of hours coverage x 20% of their daily rate.
- C. Should conditions exist that extra coverage is necessary in a secondary school, substitutes may be asked to give up planning time to fill vacancies. They will be paid an additional 20% x their daily rate for one period's coverage. However, on the secondary level, substitutes called in to replace regular teachers, who have less than the normal teaching load, may be assigned a normal load (five classes, one duty period) without the District having to pay the premium for the additional period.

ARTICLE 4  
PER DIEM SUBSTITUTE PROTECTION

In accordance with Education Law Section 3811, and consistent with current court interpretations thereof, the Board agrees to pay the reasonable costs and expenses incurred by the per diem substitute teacher or school nurse in defending against any legal proceeding arising out of the good faith performance of his or her employment duties, provided that the per diem substitute teacher or school nurse notifies the Board in writing of the commencement of such action within five days after process is served upon him or her. The Board's responsibility in this regard shall not extend to a criminal prosecution or an action brought by a school district or BOCES.

ARTICLE 5  
PERSONNEL FILES: REMOVAL FROM CALLING LIST

- 1. PERSONNEL FILES
  - A. No material of an evaluative nature will be placed in a per diem substitute teacher or school nurse's personnel file without providing the employee with a copy. The employee may file a response.
  - B. All material in a per diem substitute teacher or school nurse's personnel folder shall be dated at the time of entry and shall be initialed by the person authorizing the entry.
  - C. The per diem substitute teacher or school nurse shall also have the right to attach a written statement in answer to any material already in his file.
  - D. Per diem substitute teacher/school nurse personnel files shall not be open to public inspection except upon specific written consent by the teacher/school nurse.

2. REMOVAL FROM CALLING LIST

A per diem substitute not recommended by the building principal may be removed from the active calling list after a conference with the principal. The substitute may request a meeting to review the principal's action with the Superintendent or his/her designee, and has a right to be accompanied by their Association representative.

Any per diem substitute who fails to provide the District with ongoing evidence of his/her credentials, may be automatically removed from the active calling list.

3. CALLING LIST

On or about October 1 of each year, the District will provide the Association with a list of the names of the per diem substitutes and provide updates monthly. The calling list will be broken down as follows:

- a. A preferred eligibility list categorized by certification area.
- b. Certified substitutes categorized by certification area.
- c. Non-certified substitutes.

ARTICLE 6  
MISCELLANEOUS

1. There will be no reprisals of any kind taken against any per diem substitute by reason of his/her membership in the Association or participation in any of its activities.
2. 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 shall continue.
3. This Agreement shall constitute the full and complete commitment between the parties and may be added to, deleted from, or altered only through the voluntary mutual consent of the parties, in the form of a written and signed amendment to this Agreement.
4. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body had given approval.
5. The Rome City School District and the Rome Teachers' Association, in recognition of the Education Act Amendment of 1972, hereby affirm their intention to comply with Title IX and regulations promulgated thereunder, consistently with current court interpretations, in their employment practices.
6. Copies of this Agreement will be printed at Board expense and a copy given to each member of the bargaining unit.

7. The daily employment of per diem substitute teachers and school nurses will be made without regard to race, creed, color, religion, nationality, ancestry, sex, marital status or age.
8. Computer Access: at the completion of serving a 20 day substitute, the District will review the length of projected service remaining and will determine if access will be granted.
9. Swipe card access: at the completion of serving a 20 day substitute, the District will review the length of projected service remaining and will determine if access will be granted.

ARTICLE 7  
SALARY

1.

Rate increase	2018-2019	2019-2020	2020-2021	2021-2022	2022-2013
Retired Rome City School District Teachers	\$119.34	\$121.73	\$124.16	\$126.64	\$129.18
Certified teachers	\$110.16	\$112.36	\$114.61	\$116.90	\$119.24
Non-certified teachers	\$102	\$104.04	\$106.12	\$108.24	\$110.14
Nurses	\$109.14	\$111.32	\$113.55	\$115.82	\$118.14
Retired Rome City School District Nurses	\$118.32	\$120.69	\$123.10	\$125.56	\$128.07

2. SERVICE DIFFERENTIAL

Rome per diem substitute teachers who work in excess of thirty (30) days in a school year shall earn a premium for days worked in excess of thirty (30) at the rate of \$12 per day.. Any substitute teacher hired on or after February 1, 1997 must be certified in order to qualify for the differential.

Substitute teachers who have qualified for the premium the prior year will carry over their eligibility for it to the following year unless they resign from the substitute list.

3. CALL IN PAY

Should a per diem substitute teacher be called to work by the District for a position which has previously been filled, the District shall pay for the half or full day which was originally agreed upon. The District may also assign work to the person for the school day or any part thereof. This work should not include duties which are not the responsibility of regular teachers.



ARTICLE 8  
IN-SERVICE TRAINING

1. The district should make an effort to provide in-service training, on a space available basis, to those people on the substitute list who express an interest in programs or training related to their certification area, which may enhance their performance in the classroom. Substitutes will be compensated 1 day's credit toward the service differential (Article 7, Section 2) for each day's attendance.
  
2. Professional development will be provided on a space available basis for per diem substitutes interested in staying current with recently adopted curriculum changes or district initiatives.

ARTICLE 9

DURATION

The parties agree to a successor collective bargaining agreement, the duration of which shall be five (5) years effective July 1, 2018, to June 30, 2023.

The provisions of this Agreement shall be effective as of July 1, 2018, to June 30, 2023, except as otherwise herein provided in this Agreement and shall remain in full force and effect for as long as the Teachers Association is recognized under the current recognition or an automatic extension or renewal thereof as the exclusive representative of the substitute teachers and substitute school nurse employees of the Rome City School District.

FOR THE ROME CITY  
SCHOOL DISTRICT:

FOR THE ROME TEACHERS  
ASSOCIATION:

  
\_\_\_\_\_  
SUPERINTENDENT

  
\_\_\_\_\_  
RTA PRESIDENT

November 30, 2017  
\_\_\_\_\_  
DATE

30 NOVEMBER 2017  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
BOARD PRESIDENT

4 December 2017  
\_\_\_\_\_  
DATE

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE ROME TEACHER'S ASSOCIATION SUBSTITUTE TEACHERS GROUP  
AND  
THE ROME CITY SCHOOL DISTRICT

**WHEREAS**, the Rome City School District ("District") and the Rome Teacher's Association Substitute Teachers Group ("Union") are parties to a collective bargaining agreement for the period 2011 to 2018; and,

**WHEREAS**, the current agreement requires members to work for twenty (20) consecutive days prior to giving access to school tool;

**WHEREAS**, the substitute nurses are requesting access to SchoolTool day one;

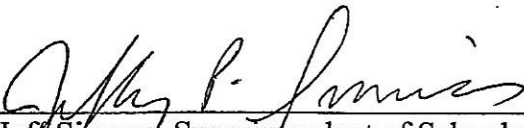
**WHEREAS**, the parties are in agreement

**THEREFOR BE RESOLVED THAT:**


- 1 Substitute nurses will be allowed access to SchoolTool day one (1) of working.
- 2 The purpose would be for reporting purposes to the Superintendent, County and State agencies who require such reports.
- 3 Access would be for purposes documenting consecutive student visits, as well as, documentation of medications and treatments received.

Nothing contained within this Agreement shall be perceived by either party as setting a precedent or waiving any rights that exist, or that parties may claim exist under the current collective bargaining agreement.

The parties expressly agree that this Memorandum of Agreement shall become effective from the date of execution of the Memorandum of Agreement and notwithstanding §209(a)(1)(e) of the Civil Service Law (Triborough Amendment), shall expire on June 30, 2018 unless extended or modified by mutual written agreement between the parties.

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

1/28/16  
DATE

  
\_\_\_\_\_  
Robert Wood, President  
Rome Teacher's Association

28 JANUARY 2016  
DATE