

Memorandum of Agreement  
East High School Educational Partnership Organization  
December 17, 2014

**WHEREAS**, the Rochester City School District (“the District”) and the Rochester Teachers Association (“the RTA”) are parties to a collective bargaining agreement covering the period of July 1, 2013 through June 30, 2015 (“CBA”); and

**WHEREAS**, the District and the RTA also entered into a memorandum of agreement dated June 30, 2014 (“June 2014 MOA”) pursuant to Education Law § 211-e, setting forth terms and conditions of employment for bargaining unit members at East High School that differ from the RCSD/RTA CBA to be submitted by the University of Rochester as part of an initial Educational Partnership Organization proposal (“EPO Plan”) to the New York State Education Department; and

**WHEREAS**, the New York State Education Department approved the EPO Plan and the East High School Bargaining unit members overwhelmingly ratified the June 2014 MOA; and

**WHEREAS**, the EPO Plan and the June 2014 MOA both contemplate further collaboration and negotiation of an agreement to establish any terms and conditions of employment not set in the June 2014 MOA; and

**NOW THEREFORE**, beginning with the 2015-2016 school year and each year of this Agreement, all bargaining unit members assigned to East High School shall be subject to the following terms and conditions of employment:

**School Structure and Governance**

1. It is the intention of the EPO to organize East High School into two main components: the Lower School (grades 6-8) and the Upper School (grades 9-12), which shall also include a Freshman Academy. The Lower School and Upper School shall each have their own Governance Council.
2. The Governance Council of each school shall consist of the principal, or designee, and at least one bargaining unit representative from BENTE, ASAR, and RAP; two family representatives; at least one student representative; and at least three RTA representatives. The RTA representatives shall be elected by the East High School bargaining unit members.
3. Governance Council shall meet at least monthly to address items, including but not limited to, school concerns and practices, school operations, scheduling/class assignments, professional development needs, student progress, record keeping, grant opportunities, and questions relating to the implementation of the EPO Plan.

4. The two Governance Councils shall create a single committee for the purpose of making decisions regarding building and facility issues. The building/facility committee shall have the same representative make up as the Governance Council. Decisions from the building committee shall be referred to the EPO for implementation. The charter formation for the building/facility committee shall follow the same procedures in its formation as the Governance Councils below.
5. Each Governance Council shall produce a monthly report, shared with all committee members, which shall include meeting minutes and decisions, if any, and shall be referred to the EPO for implementation. Decisions of the Governance Council which are not consistent with the University's Letter of Intent, approved EPO Application, any State law or regulation or Board of Education Policy, shall not be enforceable.
6. Decisions by the Governance Council or building committee that are inconsistent with the terms of this Agreement and would constitute a change in the terms and conditions of employment are subject to ratification by the Board of Education and the East High School RTA faculty as provided in the June 2014 MOA.
7. The Governance Councils shall fulfill the functions of school-based planning teams.
8. Each Governance Council shall develop a charter. Constituency consensus shall be used in the formation of its charter. Each charter shall include, but not be limited to: operating procedures, shared decision making procedures, voting procedures, alternative educational arrangements, and impasse procedures.
9. Bargaining unit member and teacher-leader selection for 2015-2016 school year shall be conducted pursuant to paragraph 5 of the June 2014 MOA. A committee consisting of at least 1/3 bargaining unit member representatives shall interview and recommend candidates to fill any bargaining unit member vacancy created following the initial selection of the 2015-2016 staff. In the event of unanticipated vacancies during the summer months or the school year, appointments may be made using a partial committee which must include at least one bargaining unit member representative.
10. Following the selection of bargaining unit members for the 2015-2016 school year through the duration of this agreement, involuntary displacement of bargaining unit members from East High School due to reduction in student population and/or programmatic changes shall be based upon seniority among East High School bargaining unit members in the applicable school (Lower or Upper) within the tenure area of the reduced position having the required certification(s) for available position(s), except that the EPO may choose to retain a less senior bargaining unit member with multiple certifications.
11. Bargaining unit members may voluntarily displace themselves at the end of any school year and choose to participate in the transfer process set forth in Section

24 of the RCSD/RTA CBA for placement in another District school. At the end of the 2017-2018 school year, the EPO shall undertake a complete review of all staff. One or more committees for the selection of bargaining unit members and teacher-leaders for the 2018-2019 school year shall be created to make recommendations regarding bargaining unit member and teacher-leader staffing to the EPO. Such committee shall include East HS bargaining unit member representatives, elected by East HS bargaining unit members, and East High School administrators, parents, and non-teaching staff. Committees for the recommendation of bargaining unit members shall consist of no less than 1/3 bargaining unit member representation. A bargaining unit member may choose to appear before the committee. The committee decision may be appealed to the EPO Superintendent. Bargaining unit members who do not remain at East High School for the 2018-2019 school year shall have access to Round 2 and/or Round 1, if applicable, for transfer during Placement Days 2018.

12. The EPO shall post the current collective bargaining agreement applicable to East High bargaining unit members on the East High School website.

### **Workday/Assignments**

13. The regular school year shall correspond to the days established by the District's annual calendar. Newly hired bargaining unit members may be required to participate in up to five (5) additional days of EPO directed orientation and inservice and shall be compensated as per this agreement.
14. Bargaining unit member assignments shall be made by the Principal, who shall take into consideration students' needs and interests and bargaining unit members' skills, qualifications, certification, tenure area, experience, and assignment preference, when making assignments. Bargaining unit members may request a meeting with the Principal and/or the EPO Superintendent to review their assignments. Every effort will be made to provide teaching and room assignments no later than August 15<sup>th</sup>.
15. As a condition of approval by the NYSED, the EPO must provide for extended time for all students. Therefore, the student day shall be planned for seven hours and thirty minutes (7 ½ hours). Bargaining unit members shall have an eight (8) hour work day, which shall begin at least twenty (20) minutes before their class schedule begins and end no sooner than ten (10) minutes after the prescribed student day ends. A bargaining unit member's regular schedule shall not require them to report earlier than 7:15 a.m. or to work later than 4:00 p.m. unless the bargaining unit member voluntarily agrees to be assigned alternative times.
16. Bargaining unit members' eight (8) hour workday shall include:
  - a. At least a thirty (30) consecutive minute duty-free lunch period.
  - b. At least 40 minutes of individual planning time to be used to promote student learning or other approved professional responsibilities at East High School.

- c. At least 40 minutes of collaborative professional time, during which teachers are engaged in collaborative planning, review of student data, curriculum and assessment development, professional development and other professional activities directed toward improved student learning at East High School. Such collaborative time may include multiple teachers, mentors, instructional coaches and administrators as directed by the principal/designee.
- d. It is the intent of the EPO to use best practice in teacher assignments. Depending on the specific area of instruction, teachers may be assigned up to 6 classes per day (45 minute periods). Each science lab session taught per day shall count as one class for that day. Teachers are encouraged to participate in the design of high interest classes that meet the unique needs of their students, and such classes will qualify as an assignment if taught.
- e. Every effort will be made to avoid assigning teachers to more than three consecutive class periods. No teachers will be assigned to teach more than 4 consecutive periods.
- f. Non-teaching faculty, such as counselors and social workers, are also provided at least a thirty (30) consecutive minute duty-free lunch period and at least forty (40) minutes of individual planning time to be used to promote student social emotional health at East High School.
- g. School counselors shall be required to work through the last business day in June and may be required to work between ten (10) and fifteen (15) days, in addition to the professional development set forth in paragraph 23 below, between July 1<sup>st</sup> and the opening of school. Such days shall be paid at 1/200 of the school counselor's salary.
- h. The remainder of teacher time is reserved for work that directly supports student learning within East High School such as additional small group academic assistance, re-teaching, credit recovery, review for testing, student mentoring, supervising student clubs and extracurricular activities, intramurals, parent meetings/conferences, attendance at required meetings, and any similar student activity scheduled during the regular eight (8) hour workday.
- i. Every effort will be made to limit the number of preparations to three per day for core teachers.

17. Targeted class sizes shall be 22 students for core academic subjects and grade six, 35 students for physical education, and 25 students for all other courses. The parties understand that, while the EPO Plan strives to reduce fluctuations in student numbers resulting from late enrollments and/or persistent non-attendance, class sizes may fall below or exceed targets. Administration shall make best efforts to schedule students so as not to exceed targets. Class size limits shall be consistent with Section 32 of the RCSD/RTA CBA.

18. The EPO may require bargaining unit member participation in an annual open house event and up to four family teacher conference nights not to exceed two and one half hours per session. Scheduling of family teacher conference shall be through the Governance Councils, or a bargaining unit member may request

to schedule his or her own family teacher conference no later than September 15<sup>th</sup> of each school year. Such request is subject to the approval of the Governance Councils.

19. Required faculty meetings shall be limited to once per month except in emergencies and during the first three months of the EPO agreement (September, October and November of 2015) and shall not extend the contractual day by more than 45 minutes.
20. During the 2015-16 school year, the Governance Council shall publish a calendar with dates for open house, parent-teacher-conferences, and faculty meetings for the school year by September 15. For all subsequent years, the Governance Council shall publish a calendar with dates for open house, parent-teacher-conferences, and faculty meetings for the upcoming school year by the first day of the instructional year.
21. When the library media specialist is required to teach classes in the library, the LMS may limit the number of other students who enter the library unless there is a library aide to supervise the library.
22. Bargaining Unit members who apply and are not selected for East High School summer school assignments are eligible to work in other RCSD summer school programs.

### **Professional Expectations**

23. All bargaining unit members shall participate in a minimum of ten (10) and a maximum of twenty (20) days of professional development during July and August. For the 2015-2016 school year, bargaining unit members shall be given a schedule of required days no later than April 1, 2015. For all subsequent years of this Agreement, a schedule shall be given to bargaining unit members no later than the first school day following the December break. Between July 1<sup>st</sup> and the first day of the new school year, a "day" shall be six (6) hours, exclusive of lunch. Compensation for such professional development shall either be at the RCSD district approved hourly rate as set by the RCSD/RTA CBA or count towards the district PD incentive as per the bargaining unit member's choice. Every effort will be made to provide multiple options for meeting the inservice requirements.
24. East High School bargaining unit members may participate in District provided professional development during the school day with the permission of the Principal.
25. All teachers shall be expected to complete and share lesson and unit plans, assessments, and student data in a manner approved by the appropriate Governance Council. All bargaining unit members shall maintain a personal webpage for this and other professional purposes in a manner approved by the Governance Council. Bargaining unit members will receive professional development and support in the creation and maintenance of the webpages.

26. Each bargaining unit member shall support a small student group or “student family”. Bargaining unit members shall meet daily within the regular workday hours with the family group to work on student interests and needs, such as attendance, study skills, academic performance, community service projects, restorative justice practice, and work aligned with specific school support programs. Support for student mentoring families will follow a framework approved by the applicable Governance Council.
27. Bargaining unit members may be asked to serve as mentors, instructional coaches, or in other teacher-leader roles. Bargaining unit members asked to serve in leadership roles may be released from classroom teaching duties. Lead (mentor) teachers and peer reviewers will be promoted and developed through the Career in Teaching (CIT) program in the RCSD/RTA CBA. All efforts shall be made to keep East High CIT lead teachers activated and working with East High School bargaining unit members providing leadership and modeling effective practice in his/her own classroom for building colleagues. However, it may be necessary for CIT lead teachers to be activated outside of East High School during the school day to shape and improve public education in the RCSD. Mentors released to provide support outside of East High School shall be with approval of the EPO Deputy Director or Superintendent. Additionally, upon request a teacher may opt for an outside peer reviewer.
28. Principal approved intramural and after-school clubs may occur once daily and shall be a minimum of one (1) hour and a maximum of two (2) hours in length. Club sessions are subject to verification by the Principal or selected designee.
29. The parties understand that East High School’s students will be best served if all certified staff share in the instruction of students. Therefore, supervisory personnel may teach up to one period per day in addition to their administrative duties.
30. Upon approval of the final EPO plan by the SED, a committee consisting of ESOL and bilingual teachers and other experts and individuals knowledgeable about instruction for English Language Learners, shall convene to conduct a study of appropriate class sizes for bilingual and ESOL classes and shall make recommendations to the EPO regarding the same. Such recommendations shall be consistent with Commissioner’s Regulations Sup-Part 154-2 and applicable State guidance. Additionally the committee will make recommendations for any additional consideration that should be afforded for teachers of bilingual subjects (i.e. additional planning, compensation, class load). Current class size limits according to the RCSD/RTA CBA shall be maintained pending approval of the committee recommendations.
31. The parties recognize that the EPO and East High School shall be required to provide evidence of progress and continued improvement and to ensure the effective and efficient use of resources. Therefore, bargaining unit members may be required to create and/or maintain professional goals, records, materials and

equipment, related to student attendance, performance, support services provided, and educational materials.

32. East High School will follow RCSD school closing procedures with the understanding that the EPO reserves the right to require staff to attend school for professional development if there are no hazardous road conditions.
33. RTA members assigned to East High School under the EPO shall be eligible to attend, upon acceptance by the University of Rochester, the Warner School of Education at a discounted tuition rate equal to the tuition rate for similar programs provided by the State University of New York at Brockport.

### **Evaluation**

34. The probationary period for bargaining unit members shall be two or three years as required by law, except that, in accordance with the Education Law, a bargaining unit member's probationary period may be extended by agreement between the EPO and the probationary bargaining unit member. Tenure recommendations shall be sent to the Board of Education. Teacher tenure approved by the RCSD Board of Education shall be recognized by the RCSD.
35. All teachers of record shall be evaluated pursuant to the requirements of Education Law § 3012-c and Sub-Part 30-2 of the Rules of the Board of Regents. The EPO and East High School bargaining unit representatives may negotiate an APPR agreement for East High School bargaining unit members for the 2015-2016 school year and any subsequent year of this Agreement. Should an agreement for East High School not be reached, bargaining unit members shall be evaluated pursuant to the District's approved APPR plan and consistent with section 36 of the RCSD/RTA CBA.

### **Compensation**

36. The parties recognize that the professional responsibilities set forth above go above and beyond the duties compensated by the base salary provisions contained in the RCSD/RTA CBA. Therefore, all bargaining unit members assigned to East High School shall receive additional compensation of \$55.50 per day for the current number of negotiated workdays (185). Such additional compensation shall be paid as part of bargaining unit members' bi-weekly paycheck pursuant to the regular payroll schedule. The rate of per diem compensation shall be reviewed by the EPO, the Board of Education and the East HS RTA representatives prior to the beginning of the 2016-2017 instructional year.
37. Bargaining unit members who teach in the Evening School shall be paid at a rate of \$37.00 per hour or at the rate set forth in Section 47.3 of the RCSD/RTA CBA, if higher.

38. Unless otherwise indicated in this Agreement, any bargaining unit member who teaches summer school and/or who is approved for supplemental employment or coaching positions as designated in Section 48 beyond what is performed as part of the regular workday as set forth in paragraphs 13 through 22 above shall be compensated at the rates set forth in Sections 47 and 48 of the RCSD/RTA CBA, except that bargaining unit members who perform services under Section 48.1(a) shall be compensated at a rate of \$20 per hour. Bargaining unit members shall be entitled to additional compensation under Section 48 of the RCSD/RTA CBA only if the scheduled activity regularly extends beyond the bargaining unit members regular workday. Newly hired RCSD bargaining unit members engaged in mandated orientation activities shall be compensated at a rate of \$100 per six hour day, exclusive of lunch for a maximum of 5 days. For any additional days of professional development and training they shall be compensated at the district professional development rate. Bargaining unit members shall not be required to participate in extracurricular activities outside of the regular workday without additional compensation. Bargaining unit members may volunteer for such uncompensated participation.
39. Bargaining unit members shall be compensated pursuant to the normal payroll schedule applicable to all other District bargaining unit members. Bargaining unit members who wish to opt to receive their salary over 26 pay periods must comply with any procedural requirements established by the District for such participation.
40. Any early retirement incentives or other unit-wide incentives offered by the RCSD or NYS shall be offered to East High School bargaining unit members.

### **Miscellaneous**

41. This Agreement shall apply to all bargaining unit members who are assigned to work only at East High School and any bargaining unit member who is assigned to work at East High School more than 0.5 FTE, if assigned to more than one District location. All compensation based upon assignment at East High School shall be prorated based upon the amount of time worked at East High School.
42. The provisions in the RCSD/RTA CBA shall apply as specified in Appendices A, B, and C of this Agreement.
43. This Agreement and the June 2014 MOA are intended to be the full and complete agreement between the representatives of the East High School bargaining unit members, the EPO, and the Board of Education of the Rochester City School District. Should the EPO or the East High RTA representatives identify a provision of the RCSD/RTA CBA that was inadvertently excluded as part of the negotiations of this Agreement, it shall be subject to negotiations by both parties.



44. Should provisions in successor RCSD/RTA CBAs be inconsistent with this Agreement or the approved EPO Plan then the East High RTA Representatives and the EPO shall negotiate regarding those terms.
45. At the request of either party, the EPO and the East High School RTA representatives shall meet to discuss any concerns or issues with the implementation of this Agreement. It is the intent of this Agreement that such meetings shall occur at least monthly.
46. Furthermore, the parties recognize that the EPO has not been responsible for the establishment of any practice within the District and, therefore, the EPO shall not be bound by any past practice within the Rochester City School District.
47. The parties agree that this MOA is entered into to effectuate the EPO plan which was collaboratively developed with East High School faculty, staff, students and families and submitted to the New York State Education Department in December of 2014. As such, all matters involving the interpretation or intent of this Agreement shall refer to the EPO plan.
48. All RTA Representatives shall be excused from any full period administrative assignments.

**Duration**

49. This Agreement shall be effective as of July 1, 2015 and shall continue through June 30, 2018 unless the EPO is terminated prior to that date. Should the EPO agreement between the District and the University of Rochester terminate, the RCSD/RTA CBA, as amended by any successor agreement, shall apply to East High School bargaining unit members. No later than January 31, 2017, either party may send written notice to the other requesting that this Agreement be reopened in the third year of this Agreement.

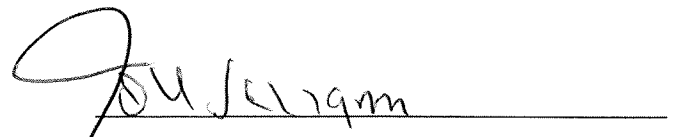
Tentative Agreement Approval Dated: December 17, 2014

East High School RTA Unit members:

For the University of Rochester



Adam Urbanski  
President



Joel Seligman  
President  
University of Rochester

It is recognized by both parties that approval of a tentative agreement requires full support of the agreement in presentation for ratification purposes.

## Appendix A

The following provisions of the RCSD/RTA CBA shall be retained.

- Section 1 – Recognition\*
- Section 2 – Fair Practices
- Section 3 – Academic Freedom
- Section 4 – Procedures
- Section 5 – Savings Clause\*
- Section 8 – Management Rights\*
- Section 9 – Association Rights\*
- Section 11 – Educational Policy
- Section 12 – Multicultural Education
- Section 13 – Federal and Outside-Funded Projects
- Section 14 – Grievance Procedures\*
- Section 16.2 – After school meetings
- Section 16.5b – CSE compensation
- Section 21 – Teacher Conference and Visiting Days, except that the District shall allocate to the EPO \$200.00 for every four (4) full-time bargaining unit members assigned to East High School, which shall be paid twice per year. Funds paid to the EPO shall be deducted from any payment normally provided to the RTA. The EPO shall administer funds paid to it and shall retain any funds for use in subsequent school years for purposes delineated in Section 21.1 of the RCSD/RTA CBA.
- Section 22.8.a, b – IEP Development
  - Approval for use of conference days shall be at the Principal’s discretion, subject to review by the EPO Superintendent. The Governance Councils shall establish criteria that shall be used to determine eligibility to participate in conference days under this section.
- Section 25 – Protection of Teachers
- Section 26 – Personal Injury Benefits\*
- Section 27.3 – Substitute Teachers
- Section 28 – Teacher facilities All such issues that relate to section 28 shall be resolved through the Governance Council/Building Committee
- Section 29 – Fee Collection
- Section 30 – Regular Teacher as Substitute
- Section 31 – Extracurricular Activities
- Section 34 – Reports to Parents

- Section 37 – Discipline/Discharge Non-Tenured\*
- Section 38 – Discipline/Discharge Tenured\*
- Section 39 – Promotional Openings
- Section 40 – General Employment Provisions (for 40.8, substitute MOU for contract)
- Section 41 – Absences\*
- Section 42 – Leaves of Absence (except that no discretionary leave of absence, other than Parental Leave, shall be granted within the EPO's first three years except for situations related to the Family Medical Leave Act)
- Section 43 to 44A – Health Benefits\*
- Section 45 – Tax Sheltered Annuities
- Section 46 – General Salary\*
- Section 49 – Teacher Transcripts
- Section 50.9 – Expanded School Level Living Contract (with East based changes)\*
- Section 51 – Job Sharing (substitute Governance Council for SBPT and EPO for Department of Human Capital Initiatives)
- Section 52 – Career in Teaching Plan
- Section 53 – Intervention, Remediation and Professional Support
- Section 56 – Parent/Community Involvement
- Section 59 – Teacher Incentives
- Section 60 – Absentee Reduction Plan
- Appendix A of the RCSD/RTA CBA
- Appendix B of the RCSD/RTA CBA

**\* Indicates provisions per the June 2014 MOA between the RTA and RCSD BOE.**

## Appendix B

**The following provisions of the RCSD/RTA CBA have been replaced or modified as set forth in this Agreement.**

- Section 6 – Duration
- Section 7 – Contract Reproduction and Distribution
- Section 15 – Work Year
- Section 17 – Districtwide Professional Development
- Section 18 – Duty Free Lunch Period
- Section 19 – Elementary School Planning Time
- Section 20 – Parent-Teacher Conferences
- Section 22 – Teacher Assignments (except section 22.1 and 22.8 remains exactly as is in RCSD/RTA CBA)
- Section 23 – Secondary School Teacher Assignments
- Section 24 – Vacancies and Transfers (All items regarding bargaining unit members transferring out of East shall apply.)
- Section 27 – Teaching Conditions (except 27.3 remains exactly as is in CBA)
- Section 32 – Class Size
- Section 35 – Probationary Period
- Section 36 – Observation and Evaluation (will only be modified if an agreement between East High teacher representatives and EPO is reached.)
- Section 47 – Supplemental Employment
- Section 48 – Intramural Club Leaders, Interschool Contest Officials and Coaches
- Section 61 – Alternative Educational Setting

## Appendix C

**The following provisions of the RCSD/RTA CBA are not applicable to East High bargaining unit members in this Agreement.**

- Preamble
- Section 10.1-4 – Education Reform
- Section 16.1, 3, 4, 5b – Professional Day and Responsibilities
- Section 33 – Flexible Length of Pupil Day
- Section 50 – Living Contract Committee (except section 50.9 remains exactly as is in CBA)
- Section 54 – School Accountability
- Section 55 – Group Accountability
- Section 57 – Shared Accountability
- Section 58 – Report Card Redesign Committee
- Section 62 – School Instructors
- Section 63 – Home Hospital Teachers
- Section 64 – Rochester Pre-School Parent Program
- Appendix C – Professional Practice Review
- Appendix D – SOTA Stipends