

Tentative Memorandum of Agreement  
East High School Educational Partnership Organization  
December 15, 2014

**WHEREAS**, the Rochester City School District (“the District”) and the Association of Supervisors and Administrators of Rochester (“ASAR”) are parties to a collective bargaining agreement covering the period of July 1, 2009 through June 30, 2014 (“CBA”); and

**WHEREAS**, the District and ASAR 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 administrators at East High School that differ from the 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

**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 administrators and supervisors 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 and the Upper School, which shall also include a Freshman Academy. The Lower School and Upper School each shall have a Principal and a Governance Council.
2. The Governance Council of each school shall consist of the principal, or designee, and at least one bargaining unit representative from the ASAR, BENTE, RTA, and RAP, at least one family representative, and at least one student representative.
3. Governance Councils shall meet at least monthly and shall address school concerns and practices, school operations, scheduling/class assignments, professional development needs, student progress, and questions relating to the implementation of the EPO Plan.
4. Each Governance Council shall produce a monthly report which shall include meeting minutes and recommendations, if any, and shall be submitted to the

Supervising Principal for review and consideration. If the Supervising Principal disagrees with any of the recommendations, the issue may be appealed to the EPO Superintendent who shall render a final and binding decision within five (5) business days.

5. Recommendations by the Governance Council 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 ASAR members as provided by Education Law § 211-e.
6. The Governance Councils shall fulfill the functions of school-based planning teams and/or association building committees.
7. Should East High School also contain Grade 6, the Lower School Governance Council, along with individuals(s) with elementary school knowledge and expertise shall meet to recommend grade structure and assignments to the EPO Superintendent.
8. The regular school year shall include at least 185 instructional days with students in attendance. In addition, East High School shall have a summer school program for at least thirty (30) school days in July and August for East High School students.
9. 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).

### **Assignments/Work Year**

10. The EPO shall have the following administrative tenure areas: Upper School Principal, Lower School Principal, Freshman Academy Director, Director of Special Programs, Vice Principal, Special Education Administrator, and Athletic Director. Administrators selected for East High School shall be granted a probationary appointment in an EPO tenure area. Should the EPO determine that additional administrative positions, which do not fall within the tenure areas set forth in this paragraph 10, it shall consult with ASAR regarding the creation of new tenure areas.
11. An existing District administrator shall be any administrator who, immediately prior to appointment to an EPO tenure area, was serving in a tenure area set forth in Article 5, Section 2 of the CBA ("Article 5 Tenure Areas"). The initial year of service of an existing District administrator to an EPO tenure area shall be on a temporary basis pursuant to Article 7, Section 2 of the CBA. Should an existing District administrator selected for East High School continue in the EPO tenure area beyond the initial year, s/he shall be granted a probationary appointment

and considered to be on a leave of absence from his/her District position which shall continue while serving in the EPO tenure area, or any subsequent EPO tenure area, until such time as it is ended pursuant to paragraph 12 below. While on leave of absence, existing District administrators appointed to EPO tenure areas at East High School shall retain all tenure and seniority rights acquired as of the date of appointment to the EPO tenure area, but shall not accrue additional seniority in their prior tenure area while serving in an EPO tenure area.

12. The EPO shall have full discretion in the selection and continuation of administrators appointed to EPO tenure areas/civil service titles and administrative assignments within East High School. Exiting District administrators will be given first consideration for East High School appointments.
  - a. ASAR members appointed to EPO tenure areas from Article 5 Tenure Areas may voluntarily end their leaves of absence, and the EPO may end the leave of absence of any such ASAR member, at the end of any school year. Such administrators shall be considered displaced for purposes of assignment to another District school.
  - b. Administrators who return to another District school following the end of a leave of absence will be deemed to have voluntarily resigned from their EPO tenure area, unless such administrator is subject to termination pursuant to subparagraph 12(d) below.
  - c. Should an administrator choose not to return to his or her Article 5 Tenure Area at the end of a leave of absence, s/he will be deemed to have resigned from such prior tenure area and will lose all previously accrued tenure and seniority, unless such administrator is subject to termination pursuant to subparagraph 12(d) below.
  - d. The termination of a probationary or tenured administrator from an EPO tenure area shall be in accordance with applicable provisions of the New York State Education Law. For ASAR members on leave of absence from from Article 5 Tenure Areas, termination from the EPO tenure area shall terminate the administrator's leave of absence and the administrator shall be entitled to return to his or her original tenure area, except that, in cases of termination for misconduct, the District may use such misconduct as grounds for termination from the existing District tenure area.
  - e. Administrators who return to their original tenure area shall be placed at the salary they would have received had they not taken a leave of absence.
  - f. Placement of ASAR Civil Service employees shall be pursuant to the requirements of the Civil Service Law.
13. All ASAR members assigned to East High School shall work on a 12-month basis and shall be expected to support both regular school year and summer programs

as assigned by the Principal(s) and EPO Superintendent/Supervising Principal. East High School ASAR members may not be released to perform functions in other District schools or programs.

14. East High School ASAR members with more than three (3) weeks of vacation accrual per year shall be required to use at least five (5) days of vacation during the months of July and August and at least six (6) total days of vacation during the December, February and/or April breaks. All vacation requests must be approved by an immediate supervisor and such approval shall not be unreasonably withheld. Principals shall submit vacation requests to the EPO Superintendent/Supervising Principal. All other administrators shall submit vacation requests to their Principal.

### **Professional Expectations**

15. ASAR members may be required to participate in up to twenty (20) days of professional development during July and August. For the 2015-2016 school year, administrators 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 administrators no later than the first school day following the December break.
16. Each administrator shall support a small student group or "student family". Administrators shall meet daily 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.
17. 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.
18. East High School ASAR members are expected to attend and participate in EPO committees, extracurricular activities, parent conferences, and other professional activities that support East High School and its students. East High School administrators are not required or expected to participate in District meetings, conference days, or other District events. Administrators may participate in District provided professional development with the permission of their immediate supervisor.
19. ASAR 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

20. All principals 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 ASAR representatives may negotiate an APPR agreement and administrative/supervisory evaluation for other East High School ASAR members for the 2015-2016 school year and any subsequent year of this Agreement. Should an agreement for East High School not be reached, administrators shall be evaluated pursuant to the District's approved APPR plan.


## Compensation

21. 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 CBA. Therefore, all ASAR members assigned to East High School shall receive additional salary equal to 8% of their base salary, but which shall not become part of the administrators' base pay. Such salary shall be paid as part of members' bi-weekly paycheck pursuant to the regular payroll schedule. The additional salary for any member who works at East High School for less than a full year shall be prorated based upon the amount of time actually worked at East High School. Members shall receive no other compensation, including additional paid time off, for work performed, except that any administrator who is required to report to work on a weekend day more than three (3) times in any school year shall receive a daily rate of pay for such days of 1/260 of their annual salary.
22. The starting salary ranges for administrators appointed to EPO tenure areas shall be as follows, except that no ASAR member appointed to an EPO tenure areas from existing District tenure areas shall have a reduction in their base salary as a result of such appointment:
- a. Upper School and Lower School Principal - \$90,000 to \$130,000
  - b. Freshman Academy Director, Director of Special Programs - \$80,000 to \$95,000
  - c. Vice Principal, Special Education Administrator, and Athletic Director - \$75,000 to \$95,000
23. The EPO shall use the salary brackets for ASAR Civil Service contained in the CBA as a guideline for starting salaries for civil service positions. The EPO Superintendent may vary from those guidelines should s/he feel that the experience, skills, qualifications of the candidate or market conditions merit additional compensation.
24. Administrators shall be compensated pursuant to the normal payroll schedule applicable to all other District administrators.

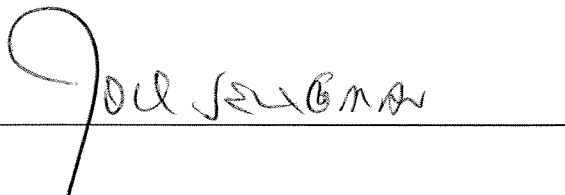
**Miscellaneous**

25. This Agreement and the June 2014 MOA are intended to be the full and complete agreement between the representatives of the East High School administrators and supervisors, the EPO, and the Board of Education of the Rochester City School District. Therefore, any term or condition not specifically set forth in this Agreement or the June 2014 MOA shall not apply to East High School ASAR members.
26. 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.
27. 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.
28. 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 CBA, as amended by any successor agreement, shall apply to East High School administrators.

For ASAR

 12-17-14  
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Sandra Jordan, President

For the EPO

  
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