

Memorandum of Agreement
East High School Educational Partnership Organization
December 8, 2014

WHEREAS, the Rochester City School District ("the District") and the Board of Education Non-Teaching Employees ("BENTE") are parties to a collective bargaining agreement covering the period of July 1, 2011 through June 30, 2014 ("CBA"); and

WHEREAS, the District and the BENTE 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 BENTE members 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 BENTE 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 three components: the Lower School and the Upper School, which shall include a Freshman Academy. The Lower School and Upper School shall 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, RAP, ASAR, and the RTA, 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 EPO Superintendent/Supervising Principal for review and consideration.
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 the requirements of Education Law § 211-e, including ratification by the Board of Education and the East High School BENTE faculty.
6. The Governance Councils shall fulfill the functions of school-based planning teams and/or 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.

Workday/Assignments

8. The regular school year shall include at least 185 instructional days. Newly hired BENTE members may be required to participate in up to five (5) additional days of EPO directed orientation and inservice.
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). BENTE members may have up to an eight (8) consecutive hour work day which shall be assigned over five (5) consecutive workdays. Should the EPO determine that consistent coverage of BENTE positions is required on weekend days, it shall negotiate with BENTE regarding weekend schedules. BENTE members may voluntarily be assigned to a forty (40) hour work-week with other than a five-day, eight (8) consecutive hour shifts, with the union's consent. Overtime shall be paid for all hours worked over 40 in a workweek.

Professional Expectations

10. All BENTE members, including 10-month employees, may be required to participate in a maximum of ten (10) days of professional development during July and August. For the 2015-2016 school year, BENTE members shall be given a schedule of required days no later than April 1, 2015. To the extent possible, the EPO shall provide alternate dates for required training during the summer of 2015. For all subsequent years of this Agreement, a schedule shall

be given no later than the first school day following the December break. The EPO shall use best efforts to schedule mandatory training days in no more than three (3) different work weeks during the summer. The EPO shall provide alternate training days if a 10-month BENTE member is unable to participate in mandatory training due to employment in District provided summer school.

11. BENTE members may be invited to support a small student group or "student mentoring family." Participation as a student family mentor shall be completely voluntary and failure to accept an invitation shall not be held against a BENTE member. If an invitation is accepted, BENTE members shall meet daily with mentees to work on student interests and needs, such as attendance review, 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.

12. BENTE 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.

Transfers/Displacements

13. BENTE selection for 2015-2016 school year shall be conducted pursuant to paragraph 6 of the June 2014 MOA. A committee consisting of at least 1/3 BENTE representatives shall interview and recommend candidates to fill any BENTE vacancy created following the initial selection of the 2015-2016 staff, except that the EPO administration may fill vacancies created between July 1 and August 30 without committee recommendation due to the fact that it would be difficult to convene the committee during the summer months.

14. Except for the selection of staff for the 2015-2016 school year, for the duration of this agreement, involuntary displacement of BENTE members from East High School due to reduction in student population and/or programmatic changes shall be based upon seniority within the job title being reduced.

15. BENTE members may voluntarily displace themselves at the end of any school year and choose to participate in the transfer process set forth in the CBA for placement in another District school.

16. If a BENTE member is involuntarily or voluntarily transferred from East High School as a result of the 2015 staff review and such member was receiving a stipend or differential due to his or her assignment at East, s/he shall retain such stipend or differential following the transfer. Such BENTE member shall only be entitled to receive the difference between the East stipend and any

corresponding stipend received at a new location. (i.e., if a BENTE member receives a building size differential, s/he would only receive the difference between the East building size differential and the differential, if any, at the new location.)

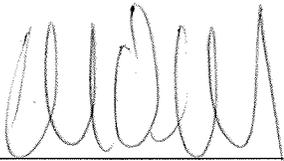
17. By the end of the 2017-2018 school year, the EPO shall undertake a complete review of all staff. One or more committees for the selection of BENTE members for the 2018-2019 school year shall be created to make recommendations regarding BENTE staffing to the EPO. Such committee may include elected East High School BENTE representatives, East High School administrators, and other East High constituents. Committees for the recommendation of BENTE members shall consist of no less than 1/3 BENTE representation, unless waived by the membership. BENTE members recommended by the selection committee, but not selected by the EPO shall be informed in writing of the basis for the EPO's decision. Should a recommendation be rejected by the EPO, the affected member may submit a rebuttal within ten (10) days of the member's receipt of the reasons for the EPO's decision. Prior to January 1, 2018, the EPO shall meet with BENTE representatives to discuss the circumstances under which the EPO may reject the committee's recommendation.

18. If a BENTE member is involuntarily transferred from East High School out of seniority order as a result of the 2018 staff review and such member was receiving a stipend or differential due to his or her assignment at East, s/he shall retain such stipend or differential for a period of one year following the involuntary transfer. Such BENTE member shall only be entitled to receive the difference between the East stipend and any corresponding stipend received at a new location. (i.e., if a BENTE member receives a building size differential, s/he would only receive the difference between the East building size differential and the differential, if any, at the new location.) A unit member shall be considered to be transferred out of seniority order if (1) a less senior person is retained in the job title held by the member; (2) a member is transferred out of East High School leaving a vacancy; or (3) a member is the only unit member in a title and the position is eliminated, but person in another title assumes the work of the transferred member.

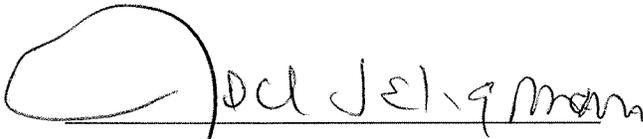
Miscellaneous

19. This Agreement and the June 2014 MOA, including by incorporation any sections of the CBA not subject to re-negotiation, are intended to be the full and complete agreement between the representatives of the East High School BENTE members, 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 BENTE members.

20. 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 building-level past practice, whether established at East High School or other District location. This paragraph shall not apply to District-wide past practices that pertain to centralized District functions.
21. 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.
22. This Agreement shall be effective as of July 1, 2015 and will expire on June 30, 2018 unless the EPO is terminated prior to that date for any reason. 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 BENTE members.
23. This agreement is subject to ratification by the District's Board of Education and the union membership assigned to East High School, pursuant to Education Law § 211-e and shall not be effective unless or until ratified by both parties. The parties agree that each party will conduct a ratification vote in a timely manner to enable the EPO to submit a final plan to the State Education Department no later than January 1, 2015.



Daniel DiClemente, President
Board of Education Non-Teaching Employees



On behalf of
University of Rochester as the Educational Partnership Organization