

Memorandum of Agreement
East High School Educational Partnership Organization
December 4, 2014

WHEREAS, the Rochester City School District ("the District") and the Rochester Association of Paraprofessionals ("RAP") 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 RAP 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 paraprofessionals 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 RAP members assigned to East High School shall be subject to the following terms and conditions of employment:

School Structure and Governance

[Contract sections to be considered – Section 25, Section 37]

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 RAP, BENTE, ASAR, and the RTA, at least one family representative, and at least one student representative.
3. Governance Council 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 ratification by the Board of Education and the East High School RAP staff as provided by Education Law § 211-e.
6. The Governance Councils shall fulfill the functions of school-based planning teams and/or building committees. The EPO shall offer to meet with RAP officers and/or other RAP East HS representatives on a monthly basis to discuss any concerns or issues with the implementation of this Agreement.
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

[Contract sections to be considered – Section 14]

8. The regular school year shall include at least 185 instructional days with students in attendance. Newly hired RAP members may be required to participate in up to five (5) additional days of EPO directed orientation and inservice.
9. The regular school day shall consist of ten (10), forty-five (45) minute periods, exclusive of passing time, or a fewer number of periods covering an equal amount of time. Paraprofessionals may have up to a 40 hour work week.
10. If there is more than one possible work schedule available for a RAP member, the EPO shall consider the preferences and needs of the member when making assignments. Assignments shall be made at the EPO's discretion.
11. The EPO may require that RAP members participate in up to four parent teacher conference nights. Scheduling of parent teacher conferences shall be done through the Governance Councils.

Professional Expectations

[Contract sections for consideration – Sections 18, 17]

12. All paraprofessionals may be asked to participate in a maximum of twenty (20) days of professional development during July and August. For the 2015-2016 school year, paraprofessionals 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 no later than the first school day following the December break. Between July 1st and the first day of the new school year, a "day" shall be six (6) hours. The EPO shall provide a schedule of any mandatory training taking place between September 1 and the end of the regular school year and outside of regular working hours no later than sixty (60) days prior to the date of the training.

13. RAP 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 RAP member, i.e. it will not be subject to annual evaluation and will not be the basis for not selecting the RAP member for continued employment at East HS during the re-interview process set for in paragraph 17 below. If an invitation is accepted, the RAP member 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.

14. 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, paraprofessionals may be required to create and/or maintain records, materials and equipment, related to student attendance, performance, support services provided, and educational materials. Governance Councils shall review and make recommendations regarding any new record keeping needs.

15. RAP 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

[Contract sections to be considered – Sections 13(J), 13(K), 20]

16. RAP selection for 2015-2016 school year shall be conducted pursuant to paragraph 4 of the June 2014 MOA. For vacancies created following the initial selection of the 2015-2016 staff, a committee consisting of at least 1/3 RAP representatives shall interview and recommend candidates to fill any future RAP vacancy, except that the EPO administration may fill vacancies created between July 1 and August 30 without committee recommendation.

17. Except for the selection of staff for the 2015-2016 school year, for the duration of this agreement, involuntary displacement of RAP 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, except that the exceptions to seniority by displacement set forth in Section 20(B)(1) shall apply.
18. RAP members may voluntarily transfer 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.
19. 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 RAP members for the 2018-2019 school year shall be created to make recommendations regarding RAP staffing to the EPO. Such committee shall include elected East High School RAP representatives, East High School administrators, and other East High constituents. Committees for the recommendation of RAP members shall consist of no less than 1/3 RAP representation, unless waived by the membership.
20. RAP 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. The affected member may submit a rebuttal within ten (10) days of the member's receipt of the reasons for the EPO's selection decision. Prior to January 1, 2018, the EPO shall meet with RAP representatives to discuss the circumstances under which the EPO may reject the committee's recommendation.

Miscellaneous

21. This Agreement, the June 2014 MOA, and all sections of the CBA which were not subject to re-negotiation as set forth in the June 2014 MOA, are intended to be the full and complete agreement between the representatives of the East High School RAP members, the EPO, and the Board of Education of the Rochester City School District.
22. 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 that affects what occurs at the building level. This paragraph shall not apply to past practices that pertain to non-building level functions or operations. The parties acknowledge that this paragraph, and every other provision in this agreement, applies only to RAP members assigned to East High School and only while assigned to East High School.
23. 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.

24. 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 RAP members.



Margie Brumfield, President
Rochester Association of Paraprofessionals

Dec. 10, 2014



On behalf of
University of Rochester as the Educational Partnership Organization

