

Memorandum of Agreement  
East High School Educational Partnership Organization

WHEREAS, the District and ASAR are parties to a Collective Bargaining agreement (“CBA”) covering the period July 1, 2009 through June 30, 2014; and

WHEREAS, the District has requested the University of Rochester to serve as the Educational Partnership Organization (“EPO”) for East High School pursuant to Education Law § 211-e and the University of Rochester has agreed to do so pursuant to the “Letter of Intent” submitted to the New York State Education Department dated May 6, 2014; and

WHEREAS, the State Education Department has provided additional time to the University of Rochester to apply to become the EPO and has directed the District to submit a plan for the closure of East High School should the EPO not be approved; and

WHEREAS, ASAR and the District have reached an agreement as specified below:

NOW THEREFORE, the agreement agreed by the District and ASAR is as follows:

1. This tentative agreement shall be effective on July 1, 2014 and shall continue, unless amended by the parties, through the duration of the University of Rochester’s service as the EPO for East High School. Should the University of Rochester fail to be approved as the EPO for East High School by the New York State Education Department, this agreement shall be null and void.

2. The following Articles in the CBA shall apply to all ASAR members assigned to work at East High School:

- (1) Recognition
- (3) Dues.Deduction
- (4) Association Rights
- (5) (15) Salary: Certificated Staff – Attendance Incentive
- (8) Insurances
- (10) Paid Holidays
- (11) General Absence Provisions – Certificated Staff
- (12) General Absence Provisions – Civil Service Staff
- (13) Leaves of Absences - Certificated Staff (Except paragraph 5, Sabbatical Leave)
- (14) Miscellaneous Fringe Benefits
- (16) Discipline and Discharge of Tenured Certificated Staff
- (17) Discipline and Discharge of Civil Service Staff
- (20) Protection of Administrators
- (21) Personal Injury Benefits
- (24) Grievance Procedure
- (27) Management Rights

- (29) Legislative Approval
- (30) No Strike
- (31) Savings Clause

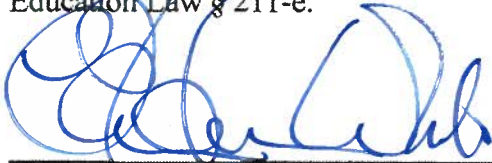
4. All terms and conditions of employment, other than those set forth in paragraph 2 above, shall be determined through the collaborative development of the EPO School Plan. Except that any salary increase negotiated on behalf of ASAR members shall apply to ASAR members assigned to East High School.

3. East High School shall have a Chief, who shall not be a member of the ASAR bargaining unit and who shall report directly to the EPO.

4. The EPO School Plan for East High School will be developed collaboratively among administrators, teachers, staff, stakeholders, and representatives of the EPO. East High School administrators will sit as a co-chair on all committees.

5. Committees for the selection of staff for the 2015-2016 school year shall be created to make recommendations to the EPO regarding teacher staffing. Such committee shall include elected East High staff representatives and representatives appointed by the EPO, including administrators. It is the intent of the parties that staff selected for the new East High School commits to the terms and conditions of the EPO School Plan. Staff who do not remain at East High School will participate in transfer days in the spring of 2015.

6. The terms and conditions of employment contained in the EPO School Plan, as collaboratively developed with East High School's elected representatives, shall be an agreement and will be subject to ratification by the ASAR membership assigned to East High School and the Board of Education of the Rochester City School District and the process set forth in Education Law § 211-e.

  
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For the District

6-30-2014  
Date

Deborah Reddy  
\_\_\_\_\_  
For the Association

6.25.14  
Date

Accord: 04/30/14  
\_\_\_\_\_  
University of Rochester

6/30/14  
Date