

**We, the undersigned, as your East High RTA Representatives have successfully finished items on your behalf. We have reached a Tentative Agreement and recommend the ratification of the attached Agreement.**

Alicia Cheng  
Alicia Cheng

6/18/2018  
June 18, 2018

Kyle Crandall  
Kyle Crandall

Margaret Donlon  
Margaret Donlon

Lucia Espinosa  
Lucia Espinosa

Marcy Horn  
Marcy Horn

Amy Lewis  
Amy Lewis

Timothy Morris  
Timothy Morris

Kristine Price  
Kristine Price

Timothy Wilson  
Timothy Wilson

**Memorandum of Agreement  
East High School Educational Partnership Organization  
July 1, 2018**

**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, 2015 through June 30, 2018 ("CBA"), with a successor agreement in effect as of July 1, 2018; 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, which were established by memorandum of Agreement dated December 17, 2014 ("December 2014 MOA"); and

**WHEREAS**, the EPO and the RTA seek to enter into a successor agreement to the December 2014 MOA and June 2014 MOA.

**NOW THEREFORE**, any amendments to the CBA for the 2018-2019 school year and each year of this Agreement are reflected in 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. Each Governance Council, Upper and Lower 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. Each Governance Council, Upper and Lower School, 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. Each Governance Council, Upper and Lower School, 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. Building/facilities committee shall produce a report following each meeting, which shall be sent to the Committee members who may share it with their constituents. 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, Upper and Lower School, shall produce a report following each meeting 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 either Governance Council, Upper or Lower School, 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. Each Governance Council, Upper and Lower School, shall fulfill the functions of school-based planning teams.
8. Each Governance Council, Upper and Lower School, 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. A committee consisting of at least 1/3 bargaining unit member representatives shall interview and recommend candidates to fill any bargaining unit member vacancy or subject area lead teacher position. The members selected to represent 1/3 shall be determined by East RTA Representatives. Additional members may be appointed by the EPO as needed. 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. East RTA representatives will be made aware of vacancies in the summer months and will

provide a list of members available to sit on interview committees during these summer months.

10. 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. The EPO and East RTA Representatives agree to negotiate conditions of a complete review of all staff that will take place during the 2020-21 school year. Such negotiations shall begin during the first full week of school in September 2020.
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 in-service 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 consecutive 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 consecutive 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, consultants and administrators as directed by the EPO. Every effort shall be made to give all teachers daily collaborative professional time. In the event that a teacher does not have such CPT on a given day, they may be assigned to assist a Support Room Manager or assigned to pursuant to paragraph 16 (h) below for up to 40 minutes on an as-needed basis. EPO Subject area lead teachers and/or EPO administrators may extend any collaborative professional time when needed so long as it does not interfere with a teacher's right to individual planning time, duty free lunch or instructional time. Special education teachers shall be provided with, and shall attend, CPT during the school day as a department at least once per month.
- 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 270 minutes per day of instructional time within their certification area(s). Instructional time will include science lab sessions 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 instructional periods or to teach no more than 185 consecutive instructional minutes.
- f. Non-teaching faculty, such as librarians, 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. These faculty, though not assigned daily collaborative planning time, may be assigned to participate in collaborative planning on a need basis.
- 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 in support rooms, 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. Every effort will be made to set class size limits to 25 students for all courses, including Support, with the exception of class size limit of 35 students for physical education. 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 targets or exceed them. Where class size limits in Section 32 of the RCSD/RTA CBA are less than 25, class size limits shall be consistent with Section 32 of the RCSD/RTA CBA. Actual class size limits shall not exceed those in 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 appropriate Governance Council(s).
  19. EPO required faculty meetings shall be limited to twice per month except in emergencies. Attendance at the first meeting of any month shall be required and shall be without additional compensation, limited to 45 minutes and may include up to 15 minutes time for RTA business. Should a second meeting be called, attendance shall be required and members shall be compensated at the RCSD/RTA PD contractual hourly rate for up to 45 minutes. RTA business may be conducted after the close of the meeting or after 45 minutes, but this time shall not be subject to compensation.
  20. Both the Upper and Lower School Governance Councils shall publish a calendar with dates and times for open house, parent-teacher-conferences, and faculty meetings for the 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 additional staff assistance 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.
  23. The parties recognize the need to provide individualized behavior supports for students with disabilities and others. Should the EPO provide for a Behavior Specialist, this position shall be filled by an RTA member with documented coursework in behavior analysis and experience working with students with severe behavioral and emotional needs. A study group shall be formed to make recommendations regarding a job description, necessary training, certification and pay.

## **Professional Expectations**

24. All bargaining unit members shall participate in a minimum of five (5) and a maximum of ten (10) required days of professional development during July and August. A schedule shall be given to bargaining unit members no later than January 15<sup>th</sup> for the coming summer. 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 in-service requirements.
25. East High School bargaining unit members may participate in District provided professional development during the school day with the permission of the Principal.
26. All teachers are expected to have a lesson plan for all classes they teach prior to the lesson, which include the components of a learning target, language target, formative/summative assessment, abbreviated sequence of learning, SPED/Bilingual/ENL modifications, and reflection of lesson. Teachers are expected to post lesson plans for up to two courses they teach in their content area. Such requirement of posted lesson plans shall include the simplified template approved by EPO and RTA representatives or the template used during the 2017-18 school year (teacher choice). Any changes to the lesson plan format (including unit plans, assessments, and student data) can be made only through collective bargaining. If teachers have more than two preparations then the teacher shall decide which two lessons are posted. Should a teacher have more than two preparations in consecutive years, plans for the course not posted the prior year shall be included in required postings. Lesson plans will be posted in one location as agreed upon by the EPO and East RTA Representatives. For courses supported by ENL, bilingual or Special Education teachers, lesson plans and supporting materials will be made available to the appropriate teacher(s) in advance of the lesson being taught for the addition of modifications and accommodations. All bargaining unit members shall be encouraged to maintain a personal webpage for this and other professional purposes in a manner approved by the appropriate governance council. Bargaining unit members may receive professional development and support in the creation and maintenance of the webpages.
27. 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 a committee appointed by the applicable Governance Council.

28. Bargaining unit members may be asked to serve as mentors, instructional coaches, or in other lead teacher roles. Bargaining unit members asked to serve in leadership roles may be released from classroom teaching duties. These 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 EPO subject area coaches 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 EPO subject area coaches 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.
29. 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.
30. 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, as the Teacher of Record, in addition to their administrative duties. All professional expectations/responsibilities of RTA members shall be upheld by any administrator teaching a class.
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 records, materials and equipment, related to student attendance, performance, support services provided, and educational materials. Application of this subsection shall be consistent with Education Law § 3012-d and Sub-Part 30-3 of the Rules of the Board of Regents where applicable.
32. East will follow RCSD school closing procedures. The only exception is that the EPO shall have discretion to close schools if the rest of the RCSD does not.
33. The EPO and East RTA representatives agree to continue discussions regarding the best process to use to communicate when a regular school day, half-day, Superintendent's Conference Day or any other day is altered from the rest of the RCSD calendar. Both parties agree that the 185 work days established by the district calendar shall coincide with the work days for the East bargaining unit members.
34. 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**

35. The probationary period for bargaining unit members shall be three or four 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.
- a. All teachers of record shall be evaluated pursuant to the requirements of Education Law § 3012-d and Sub-Part 30-3 of the Rules of the Board of Regents.
  - b. The EPO and East High School bargaining unit representatives may consider variances to the APPR plan that align best with the specific subject or assignment areas of bargaining unit members.
36. "Walkthroughs" shall be for instructional improvement and shall not be used or referenced on the final evaluation or for evaluative purposes. The intent of "walkthroughs" is strictly for school-wide program evaluation, instructional support and coaching purposes.

## **Compensation**

37. 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 \$61.50 per day for the number of negotiated workdays in the RCSD/RTA CBA. Should the extra pay rate set forth in Section 47.4 of the RCSD/RTA CBA be renegotiated this amount will adjust accordingly. Such additional compensation shall be paid as part of bargaining unit members' bi-weekly paycheck pursuant to the regular payroll schedule.
38. All Instructional Coaches at East shall be considered an EPO subject area coach and will be granted up to 55 additional planning hours for each school year at the extra pay rate in Section 47.4 of the CBA. The hours must be approved by EPO administration. EPO subject area coaches shall re-apply for their positions every 2 years beginning with the 2018-19 school year. Applicants for coaching positions shall be filled by current East bargaining unit members. The EPO may seek outside candidates if no East teachers meet the requirements of the job (based on job description). The East RTA Representatives and EPO shall work together to establish roles for subject area coaches that are clearly delineated. Any subject area instructional coaches who have not received training through the RCSD CIT Program shall have the opportunity and be encouraged to do so.

39. Bargaining unit members who teach in the Evening School shall be paid at a rate of \$41.00 per hour or at the rate set forth in Section 47.3 of the RCSD/RTA CBA, if higher.
40. 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 23 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.
41. 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. If the EPO does not provide newly hired RCSD bargaining unit members with the maximum 5 days of orientation activities then the newly hired bargaining unit members may participate in an RCSD/EPO professional development incentive at the district professional development rate. The payment for the number of hours for such teacher shall not exceed \$500 (combined between the orientation activities and RCSD professional development.) For any additional professional development sponsored by the EPO, newly hired teachers shall be compensated at the district professional development rate as set in Section 47.2 of the RCSD/RTA CBA.
42. 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.
43. 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.
44. 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**

45. All provisions (numbered 1-5) of the ENL and Bilingual MOU agreed upon on 08/27/2015 shall apply for the duration of this MOA.
46. 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.

47. The provisions in the RCSD/RTA CBA shall apply as specified in Appendices A, B, and C of this Agreement.
48. This Agreement and the June 2014 and December 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.
49. 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.
50. 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.
51. 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.
52. 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.
53. All RTA Representatives shall be excused from any full period administrative assignments.

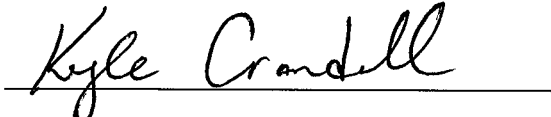
### **Duration**

54. This Agreement shall be effective as of July 1, 2018 and shall continue through June 30, 2021 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, 2021, either party may send written notice to the other requesting that this Agreement be reopened in the third year of this Agreement.

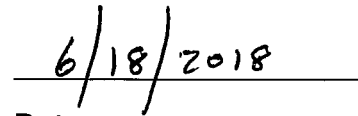
Tentative Agreement Approval:

Dated: June 18, 2018


For East High School Bargaining unit members:



Kyle Crandall, East RTA Representative



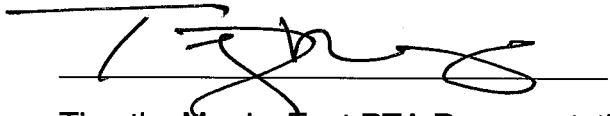
Date



Margaret Donlon, East RTA Representative

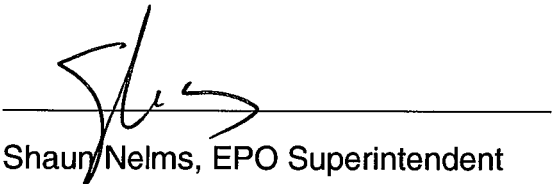


Amy Lewis, East RTA Representative

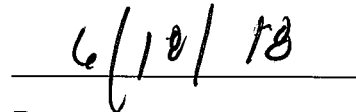


Timothy Morris, East RTA Representative

For the University of Rochester:



Shaun Nelms, EPO Superintendent



Date

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 16.3 – 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



Each provision below shall be applied beginning on July 31, of each successive year, based on student classification known on that date.

1. The EPO shall make its best effort to provide class size limits for ENL stand-alone classes as follows:

- If all students are at Entering level then the target class size is 6 and maximum is 8 students.
- If all students are at Emerging level then the target class size is 10 and maximum is 12 students.
- If there is a mixture of Entering and Emerging level students then target class size is 8 and maximum is 10 students.

This clause may be waived by mutual agreement of the RTA bargaining unit members involved.

It is the intention of the EPO for ENL teachers to collaborate with the Administration in scheduling stand alone classes.

The parties understand that, while the EPO Plan strives to reduce fluctuations in student numbers resulting from changes in classification, late enrollments and/or persistent nonattendance, class sizes may fall below or exceed targets. Administration shall make best efforts to schedule students so as not to exceed targets. The maximum number of students in any stand alone class shall not exceed 15.

2. The following provision applies to classes for ENL students who are not also enrolled in the bilingual program.

The EPO shall make its best effort to structure class sizes for ENL integrated classes as follows:

- The total value weighted number of ENL students in an integrated ENL instructional setting and the target weighted class size shall not exceed 12.
- An Entering level student carries a weighted value of 2, an Emerging level student has a weighted value of 1.5 and a Transitioning level student has a weight of 1.

Expanding and Commanding level students do not count against the weighted total.

This clause may be waived by mutual agreement of the RTA bargaining unit members involved.

It is the intention of the EPO for ENL teachers to collaborate with the Administration in scheduling integrated classes. The intent is to structure classes that serve a range of students including English speakers.

The parties understand that while the EPO Plan strives to reduce fluctuations in student numbers resulting from *changes in classifications*, late enrollments and/or persistent nonattendance, class sizes may fall below or exceed targets. Administration shall make best efforts to schedule students so as not to exceed targets. The maximum number of ENL students in any integrated class shall not exceed 15.

3. At its sole discretion, the EPO may declare a "shortage incentive" for certain certification areas. If a bargaining unit member has NYS certification or valid extension in that area and is assigned to teach 50% or more of their class load in that area, the bargaining unit member shall receive additional compensation of 10% of their base salary. If a bargaining unit member has NYS certification or valid extension in that area and is assigned to teach less than 50% of their class load in that area, the bargaining unit member shall receive additional compensation of 5% of their base salary. Such additional compensation shall be paid as part of the bargaining unit member's bi-weekly paycheck, pursuant to the regular paycheck schedule. Bilingual students are defined as those students designated to receive bilingual instruction.

For the 2015-17 school years, fully certified bargaining unit members assigned to teach Bilingual Mathematics, Bilingual Social Studies, Bilingual Science, Bilingual ENL, Bilingual ELA, Bilingual Spanish and Bilingual Special Education shall receive a shortage incentive.

For the 2015-17 school years, fully certified bargaining unit members designated as bilingual psychologists, bilingual social workers and bilingual counselors shall receive a shortage incentive. Such incentive shall be based on a percentage of their full time case load. If a bargaining unit member has NYS certification or valid extension in that area and 50% or more of their case load is bilingual students, the bargaining unit member shall receive additional compensation of 10% of their base salary. If a bargaining unit member has NYS certification or valid extension in that area and has a case load of less than 50% in that area, the bargaining unit member shall receive additional compensation of 5% of their base salary. Such additional compensation shall be paid as part of the bargaining unit member's bi-weekly paycheck, pursuant to the regular paycheck schedule. Bilingual students are defined as those students designated to receive bilingual instruction.

4. Upon the request of the teacher, the EPO will make a good faith effort to see that observations completed as part of a bilingual teacher's evaluation are completed by supervisors who are proficient in the language of instruction.
5. The Bridges program shall be an exception to the above class size limits for ENL classes. This program shall be comprised of students who qualify for the services. The program shall not exceed 22 students per class.

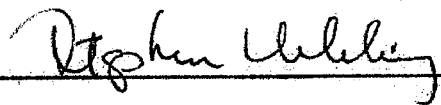
Approved: August 27, 2015

  
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Kyle Crandall, RTA Representative

8/27/15

Date

  
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Stephen Uebbing, EPO Superintendent

8.27.15

Date