

**MEMORANDUM OF AGREEMENT** ("the Agreement") entered into this 5<sup>th</sup> day of December 2014 by and between the Board of Education of the City School District of the City of New York (the "Board") and the Council of Supervisors and Administrators of the City of New York (the "Union" or "CSA") modifying certain collective bargaining agreements between the Board and the Union that expired on March 5, 2010, as set forth more particularly below.

**IN WITNESS THEREOF NOW, THEREFORE**, it is mutually agreed as follows:

**1. TERM:** 9 years 1 month 15 days, 3/6/10 -- 4/20/19

**2. ECONOMICS:**

**A. Ratification Bonus**

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the day of ratification. This lump sum is pensionable, consistent with applicable law, and shall not be part of the Employee's basic salary rate.

**B. 2010-2012 Round**

Salaries and rates of pay as customarily done:

- i. 9/6/15: 2%
- ii. 9/6/16: 2%
- iii. 9/6/17: 2%
- iv. 9/6/18: 2%

**C. Structured Retiree Claims Settlement Fund**

Upon ratification, the City shall establish a Structured Retiree Claims Settlement Fund in an amount to satisfy all claims by retirees who have retired between March 6, 2010 and June 30, 2015, inclusive, concerning wage increases arising out of the 2010-2012 round of bargaining.

**D. Employees who retire on or after July 1, 2015 shall receive lump sum payments based on the same schedule as actives, as set forth below in paragraph E.**

**E. Lump Sum Payments Stemming From the 2010-2012 Round and Schedule for Actives for Those Continuously Employed as of the Day of Payout.**

- i. 2/6/16 – 12.5% (1/8 of the balance as of this date)
- ii. 2/6/18 – 12.5% (1/7 of the balance as of this date)
- iii. 2/6/19 – 25% (1/3 of the balance as of this date)
- iv. 2/6/20 – 25% (1/2 of the balance as of this date)

v. 2/6/21 – 25% (representing the remainder of the balance)

F. General Wage Increases

Salaries and rates of pay as customarily done:

- i. 9/6/13: 1%
- ii. 9/6/14: 1%
- iii. 9/6/16: 1.5%
- iv. 10/6/17: 2.5%
- v. 10/6/18: 4%

G. Welfare Fund Contributions

For the term of this MOA, the City's contribution to the annuity fund will remain \$708 per employee, per annum. The increases in Annuity Fund contributions as described in Article III, Section D.4. ("Annuity Fund") Subsection e., of the 2003-2010 Supervisors' Agreement, shall be remitted into the CSA Active Welfare Fund, instead of the Annuity Fund, as follows:

- i. 9/6/13: additional \$7 per employee per annum
- ii. 9/6/14: additional \$7 per employee per annum
- iii. 9/6/15: additional \$14 per employee per annum
- iv. 9/6/16: additional \$26 per employee per annum
- v. 9/6/17: additional \$15 per employee per annum
- vi. 10/6/17: additional \$19 per employee per annum
- vii. 9/6/18: additional \$16 per employee per annum
- viii. 10/6/18: additional \$32 per employee per annum
- ix. From 2019 and thereafter, \$136 total per employee per annum
- x. On April 19, 2019 there shall be a one-time payment of \$150,000 into the CSA Active Welfare Fund

H. Healthcare Savings

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee will be attached as an Appendix, and is deemed to be part of this *2010-2019 CSA MOA*.

- I. Employees who promote from the UFT into the CSA bargaining unit from November 1, 2009 to September 30, 2020 shall receive the lump sums provided for in C, D, and E as follows:

The following terms shall apply only to persons who were (a) promoted immediately out of UFT-represented positions into CSA-represented supervisory positions without a break

in service and (b) who otherwise would have been entitled to lump sum payments in accordance with the terms of the 2009-2018 Memorandum of Agreement between the City and the UFT ("UFT MOA").

All employees, as defined in the collective bargaining agreement between the UFT and the DOE, who have left a UFT-represented position to serve in a CSA-represented position from November 1, 2009 through the date of payment, shall receive the lump sum payments provided for under the UFT MOA pursuant to the schedule provided for therein, in accordance with the procedures and agreements required to implement the lump sum payment provisions of the UFT MOA. Such payments shall be based on an employee's salary in his/her UFT-represented position, and shall cease to accrue as of the date of his/her promotion to a CSA-represented position.

- J. Employees who promote from a CSA represented position to a non-CSA represented DOE managerial position from March 6, 2010 to the date of ratification of this Agreement shall receive the lump sums provided for in C, D, and E as follows:

The following terms shall apply only to persons who were (a) promoted immediately out of CSA-represented positions into non-CSA represented DOE managerial positions without a break in service and (b) who otherwise would have been entitled to lump sum payments in accordance with the terms of the 2010-2019 Memorandum of Agreement between the City and the CSA ("CSA MOA").

All employees, as defined in the collective bargaining agreement between the CSA and the DOE, who have left a CSA-represented position to serve in a non-CSA represented DOE managerial position prior to the date of ratification of this Agreement shall receive the lump sum payments provided for under the CSA MOA pursuant to the schedule provided for herein, in accordance with the procedures and agreements required to implement the lump sum payment provisions of the CSA MOA. Such payments shall be based on an employee's salary in his/her CSA represented position, and shall cease to accrue as of the date of his/her promotion to a non-CSA-represented DOE managerial position.

This agreement resolves any and all claims the parties have regarding lump sum payments arising out of the 2008-2010 round of bargaining.

K. Education Administrators

**EA Salary Schedule, Effective 3/6/18:**

**Level II**

|          |           |
|----------|-----------|
| Max      | \$118,206 |
| Top Step | \$108,635 |
| Step 5   | \$106,721 |

|        |           |
|--------|-----------|
| Step 4 | \$104,805 |
| Step 3 | \$102,892 |
| Step 2 | \$100,977 |
| Step 1 | \$99,063  |

**Level III**

|          |           |
|----------|-----------|
| Max      | \$128,732 |
| Top Step | \$119,079 |
| Step 5   | \$117,149 |
| Step 4   | \$115,219 |
| Step 3   | \$113,288 |
| Step 2   | \$111,358 |
| Step 1   | \$109,428 |

**Level IV**

|          |           |
|----------|-----------|
| Max      | \$140,960 |
| Top Step | \$130,262 |
| Step 5   | \$128,121 |
| Step 4   | \$125,982 |
| Step 3   | \$123,842 |
| Step 2   | \$121,703 |
| Step 1   | \$119,563 |

**Note:**

1. All EAs newly hired after 3/6/2018 give up all longevity increments for less than ten (10) years of EA service. All longevity increments of 10 years or more shall continue.
2. DOE has the discretion to hire at any salary between Step 1 and Maximum.
3. All new EAs that are hired below Top Step shall move up one step each year until they reach Top Step.
4. Top Step is the mid-point between Minimum and Maximum.

**L. Dispute Resolution**

Any dispute arising under Section 2 of this Agreement shall be determined by Martin F. Scheinman. The parties shall share equally the costs of his services.

**3. EXCESSED SUPERVISORS:**

For purposes of this agreement, excessed supervisors shall be defined as all CSA-represented school-based titles in excess after the first day of school.

### Severance Program

The employer shall offer a voluntary severance benefit (the "Severance Program") to excessed supervisors who volunteer to resign/retire and who execute an appropriate release in a form prescribed by the DOE and subject to legal requirements.

The period during which excessed supervisors may volunteer to separate from the DOE in accordance with the terms of the Severance Program shall commence on the 30<sup>th</sup> day and shall terminate at 5 p.m. on the 60<sup>th</sup> day following the Union's ratification of this Agreement.

Other than employees who have agreed in writing to resign from the DOE, employees who are excessed supervisors as of the date of ratification who volunteer for the Severance Program shall receive a severance payment according to the following schedule:

One (1) week of pay for excessed supervisors with three (3) years of service or more, but less than four (4) years of service, as of the date of ratification of this Agreement.

Two (2) weeks of pay for excessed supervisors with four (4) years of service or more, but less than six (6) years of service, as of the date of ratification of this Agreement.

Three (3) weeks of pay for excessed supervisors with six (6) years of service or more, but less than eight (8) years of service, as of the date of ratification of this Agreement.

Four (4) weeks of pay for excessed supervisors with eight (8) years of service or more, but less than ten (10) years of service, as of the date of ratification of this Agreement.

Five (5) weeks of pay for excessed supervisors with ten (10) years of service or more, but less than twelve (12) years of service, as of the date of ratification of this Agreement.

Six (6) weeks of pay for excessed supervisors with twelve (12) years of service or more, but less than fourteen (14) years of service, as of the date of ratification of this Agreement.

Seven (7) weeks of pay for excessed supervisors with fourteen (14) years of service or more, but less than sixteen (16) years of service, as of the date of ratification of this Agreement.

Eight (8) weeks of pay for excessed supervisors with sixteen (16) years of service or more, but less than eighteen (18) years of service, as of the date of ratification of this Agreement.

Nine (9) weeks of pay for excessed supervisors with eighteen (18) years of service or more, but less than twenty (20) years of service, as of the date of ratification of this Agreement.

Ten (10) weeks of pay for excessed supervisors with twenty (20) years of service or more, as of the date of ratification of this Agreement.

For purposes of this Severance Program, one week of pay shall be defined as 1/52<sup>nd</sup> of an excessed supervisor's annual salary.

In the event that any excessed supervisor who volunteers to participate in the Severance Program returns to service with the DOE, the excessed supervisor shall repay the severance payment received pursuant to the above within six (6) months of the excessed supervisor's hiring to such position, through payroll deductions in equal amounts.

### **Assignments of Excessed Supervisors**

When an excessed supervisor is selected for a permanent placement in either the district or borough, the excessed supervisor shall be assigned to fill the vacancy and be placed on the school's table of organization and take his/her rightful place in seniority order. An excessed supervisor that fails to accept and appear for an assignment within two (2) work days of receiving written notice of the assignment, without good cause, shall be treated as having voluntarily resigned his/her employment.

Excessed supervisors will be assigned consistent with the parties' collective bargaining agreement on a yearly basis to one school or office as clarified by the Howard Edelman arbitration decision dated February 7, 2014. The Edelman arbitration decision does not address problematic behavior as described below and reassignments pursuant to that award do not automatically trigger an instance of problematic behavior as defined below. Howard Edelman is the agreed upon hearing officer for the excessed supervisor 3020-a procedure and retains jurisdiction to resolve any disputes in connection with his award.

If an excessed supervisor is removed from an assignment because of problematic behavior as described below and the excessed supervisor is provided with a signed writing by a supervisor describing the problematic behavior, this writing can be introduced at an expedited §3020-a hearing for excessed supervisors who have completed their probationary periods, as set forth below. Removal of an excessed supervisor pursuant to the Howard Edelman arbitration decision shall not automatically be deemed problematic behavior as defined herein, however this shall not be construed as limiting the DOE's sole discretion to determine what constitutes problematic behavior for purposes of this process.

If, within a school year or consecutively across school years, an excessed supervisor is removed from two different assignments for problematic behavior and has been provided with a signed writing describing the problematic behavior, the excessed supervisor shall be subject to discipline up to and including discharge as provided below. The excessed supervisor will be reassigned pending completion of the expedited excessed supervisor §3020-a procedure set forth below.

### **Excessed Supervisor §3020-a Procedure**

If, within a school year or consecutively across school years, an excessed supervisor has been removed from two different assignments because of asserted problematic behavior, a neutral arbitrator from a panel of arbitrators jointly selected for this purpose shall convene a §3020-a hearing as soon as possible.

Based upon the written documentation described above and such other documentary and/or witness evidence as the employer or the respondent may submit, the hearing officer shall determine whether the excessed supervisor has demonstrated a pattern of problematic behavior. For purposes of this program, problematic behavior means behavior that is inconsistent with the expectations established for professionals working in schools and a pattern of problematic behavior means two or more instances of problematic behavior within a school year or consecutively across school years. Hearings under this provision shall not exceed one full day, absent a showing of good cause, and the hearing officer shall issue a written decision within fifteen (15) days of the hearing date.

The parties agree that in order to accomplish the purpose of establishing an expedited §3020-a process, the following shall serve as the exclusive process for §3020-a hearings for excessed supervisors that have been charged based on a pattern of problematic behavior in accordance with this agreement.

- The excessed supervisor shall have ten (10) school days to request a hearing upon receipt of the §3020-a charges;
- At the same time as the excessed supervisor is charged, the DOE will notify the CSA as to where the excessed supervisor is assigned at the time charges are served;
- The employer shall provide the Respondent all evidence to be used in the hearing no more than five (5) school days after the employer receives the Respondent's request for a hearing;
- Within five (5) school days of receipt of the employer's evidence, the Respondent shall provide the employer with any evidence the Respondent knows at that time will be used in the hearing;
- The hearing shall be scheduled within five to ten (5-10) school days after the exchange of evidence is complete;
- The hearing time shall be allocated evenly between the parties, with time used for opening statements, closing statements and cross-examination allocated to the party doing the opening statement, closing statement or cross-examination and with time for breaks allocated to the party requesting the break;
- The hearing officer shall issue a decision within fifteen (15) days of the hearing date.

For the purposes of charges based upon a pattern of problematic behavior under this section only, if the DOE proves by a preponderance of the evidence that the excessed supervisor has

demonstrated a pattern of problematic behavior, the hearing officer shall impose a penalty under the "just cause" standard, up to and including discharge.

All hearing officer fees in excess of the SED rate shall be shared equally by the parties.

It is understood that allegations of conduct which would fall within the definition of sexual misconduct or serious misconduct as defined in the applicable collective bargaining agreements shall be addressed through the existing process in the parties' collective bargaining agreement.

#### **Term**

This agreement with respect to excessed supervisors (referred to above as the "Excessed Supervisor Program") shall run through the end of the 2015-16 school year. At the end of that term, the parties must agree to extend the Excessed Supervisor Program and absent agreement, the parties shall return to the terms and conditions for excessed supervisors as they exist in the 2003-2010 collective bargaining agreement and memoranda of agreement entered into prior to ratification of this Agreement.

The parties agree and understand that the due process protections provided in this provision shall modify the provisions of Education Law § 3020-a and any other agreements between the parties.

#### **4. CAREER LADDER:**

The CSA and DOE both want to create opportunities for exemplary principals and assistant principals to serve in expanded leadership roles by establishing the positions of Master Principal/Assistant Principal, Model Principal/Assistant Principal, and Principal/Assistant Principal Ambassador to allow school-based supervisors additional opportunities to extend their reach and impact.

A joint CSA-DOE committee will be established as soon as practicable that will meet on a monthly basis (or on another mutually agreeable basis) to discuss policy aspects of these new leadership roles such as: identification and best practices, professional development priorities and design, the distribution of these positions through the school system by school level, and research and focus groups to obtain feedback and ensure continuous improvements. This joint committee may issue findings and recommendations to the Chancellor and CSA President.

#### **Master Principal**

In addition to their duties as principal of their school, Master Principals will take on significant responsibilities to support instruction and operational practice in additional schools and/or with additional school leaders or aspiring school leaders. Such assignments

may include but are not limited to serving as a mentor to up to two other principals or three aspiring school leaders to support the development of these school leaders, serving as the leader/coordinator for a consortium of schools (e.g. a group of PROSE schools), or serving in a leadership capacity on an initiative impacting a substantial number of schools, or assisting a Superintendent in district leadership. It is understood this effort will necessitate substantial additional work beyond their regular work responsibilities and Master Principals will fulfill these responsibilities according to a schedule to be approved by the Chancellor or designee without additional compensation beyond the differential set forth herein.

Master Principals will be selected by the Chancellor or his or her designee. The position of Master Principal is a one year position, subject to possible renewal each year at the discretion of the Chancellor. Any principal selected to be a Master Principal for the next school year may be removed at any time from their position as Master Principal by the Chancellor.

A Master Principal will receive additional compensation in the amount of \$25,000 annually, above the applicable Principal salary, for the term of this agreement, in accordance with the collective bargaining agreement.

#### **Master Assistant Principal**

In addition to their duties as an Assistant Principal in their school, Master Assistant Principals will take on additional significant responsibilities either in conjunction with a Master Principal as part of their work or to assume greater school-based day to day responsibilities well above and beyond the typical expectations of an Assistant Principal. Such assignments may include, but not be limited to, serving as the head of a large or complex site or program in a multi-site school under the direction of the principal, or assuming significant day to day school leadership responsibilities to enable a Master Principal to perform his or her additional responsibilities. It is understood this effort will necessitate substantial additional work beyond their regular work responsibilities and Master Assistant Principals will fulfill these responsibilities according to a schedule to be approved by the Master Principal or Chancellor or the Chancellor's designee, without additional compensation beyond the differential set forth herein. Master Assistant Principals will work a twelve (12) month schedule.

Master Assistant Principals will be selected either by the Chancellor or his or her designee or by the appropriate Master Principal subject to the approval of the Chancellor. The position of Master Assistant Principal is an annual position subject to renewal at the discretion of the Chancellor or his or her designee. Any Assistant Principal selected to be a Master Assistant Principal for the next school year may be removed at any time from their position as Master Assistant Principal by the Chancellor, Superintendent or Principal of the school.

The Master Assistant Principal will receive additional compensation in the amount of \$20,000 annually, above the applicable Assistant Principal Salary, for the term of this agreement, in accordance with the collective bargaining agreement.

### **Model Principal**

In addition to their duties in their current school, a Model Principal will take on significant responsibilities related to sharing, dissemination and modeling of best practices through a structured and planned set of activities/programs. Model Principals will have their school designated as one available for other Principals and other personnel to visit and learn best practices in areas such as curriculum, family and community engagement, instructional design and delivery, teacher growth and development, support of special populations, and academic interventions. The Model Principal will be required to create a monthly schedule, to be approved by the Superintendent, that will allow for visits by other school leaders and staff, and make themselves available to conduct these visits and provide information and guidance as requested before and after the visits, as well as to share best practices by visiting other schools during school hours. Model Principals may also be asked to develop and lead professional development for other groups of principals or staff outside of their school during the regular work day and up to six times a year after normal school hours. It is understood this effort will necessitate additional work beyond their regular work responsibilities and Model Principals will fulfill these responsibilities according to a schedule to be approved by the Chancellor or the Chancellor's designee without additional compensation beyond the differential set forth herein.

Model Principals will be selected by the appropriate Superintendent, subject to approval by the Chancellor or his or her designee. The position of Master Principal is a one year position, subject to possible renewal each year, at the discretion of the Chancellor. Any principal selected to be a Model Principal for the next school year may be removed at any time from their position as Model Principal by the Chancellor.

Model Principals will receive additional compensation in the amount of \$ 15,000 annually, above the applicable Principal salary, for the term of the agreement, in accordance with the collective bargaining agreement.

### **Model Assistant Principal**

In addition to their regular duties and responsibilities, a Model Assistant Principal will assume additional leadership responsibility to facilitate the development, sharing, and dissemination of best practices with other schools and external staff. Model Assistant Principals may be selected in conjunction with and to support the work of Model Principals, such as organizing and hosting site visits, compiling resources and tools for sharing with other schools, and facilitating the sharing of the practices with other schools in a structured and organized manner. Model Assistant Principals may also coordinate the related work of staff in Teacher Leadership Positions in their school and/or mentor new or aspiring Assistant Principals. It is understood this effort will necessitate additional work beyond their regular work responsibilities and Model Assistant Principals will fulfill these responsibilities

according to a schedule to be approved by their Principal or Chancellor or the Chancellor's designee, without additional compensation beyond the differential set forth herein.

Model Assistant Principals will be selected either by the Chancellor or the Chancellor's designee or by the appropriate Model Principal subject to the approval of the Chancellor. The position of Model Assistant Principal is an annual position subject to possible renewal, at the discretion of the Chancellor or his or her designee. Any Assistant Principal selected to be a Model Assistant Principal for the next school year may be removed at any time from their position as Model Assistant Principal by the Chancellor, Superintendent or Principal of the school.

Model Assistant Principals will receive additional compensation in the amount of \$10,000 annually, above the applicable Assistant Principal salary, for the term of the agreement, in accordance with the collective bargaining agreement.

#### **Principal/Assistant Principal Ambassador**

Principal/Assistant Principal Ambassadors are Principals/Assistant Principals who volunteer to participate in a program and are selected to be assigned for one year ("the Ambassador Year") to an Educational Exchange School. Education Exchange Schools are schools paired within a borough, where there has been a determination of interest and value in the sharing of best practices, initiatives and strategies through the temporary exchange of Principals or Assistant Principals. Schools will be paired together based on a variety of factors such as capacity to benefit from shared experience and exchange with another school community.

The Chancellor will solicit recommendations for pairings from the broader education community and invite interested schools to submit a proposal. Interested schools will submit a proposal with a plan indicating the reasons schools wish to participate, evidence of consultation with the school community through the appropriate channels, e.g. the School Leadership Team, anticipated benefits to both schools, and plan for implementation. The DOE and CSA will jointly review the applications. The CSA will be consulted on Education Exchange School pairings before final designations are made. Education Exchange Schools will be selected by the Chancellor and the number of schools, if any, positions, and licenses will be at the discretion of the Chancellor. The Chancellor reserves the right to cancel the exchange for any pairing by notification to the CSA and affected parties by August 31.

During the Ambassador Year, in addition to regular supervisory responsibilities, the Principal/Assistant Principal Ambassadors will be expected, consistent with the collective bargaining agreement ("CBA"), to support and engage in activities to promote the sharing, implementation and development of instructional best practices in both Exchange Schools. Principal/Assistant Principal Ambassadors will have the same contractual rights and privileges as Principals/Assistant Principals, except as set forth below.

Principal Ambassadors shall receive additional compensation in the amount of \$15,000 per year, above the applicable Principal salary, for the term of this agreement, in accordance with the CBA.

Assistant Principal Ambassadors shall receive additional compensation in the amount of \$10,000 per year, above the applicable Assistant Principal salary, for the term of this agreement, in accordance with the CBA.

Principal Ambassadors shall develop and participate in programs to improve and implement professional development activities for school staff, student activities and activities designed to increase and encourage parental involvement in the Educational Exchange School. It is understood this effort will necessitate additional work beyond their regular work responsibilities and Principal Ambassadors will fulfill these responsibilities according to a schedule and plan to be approved by the Chancellor or the Chancellor's designee, without additional compensation beyond the differential set forth herein.

Assistant Principal Ambassadors shall be expected to assist the Principal as required to develop and participate in programs to improve and implement professional development activities for school staff, student activities and programs to increase and encourage parental involvement in the Educational Exchange School. It is understood this effort will necessitate additional work beyond their regular work responsibilities and Assistant Principal Ambassadors will fulfill those responsibilities according to a schedule and plan to be approved by the Education Exchange School's Principal and the Chancellor or the Chancellor's designee, without additional compensation beyond the differential provided herein.

For Principals and Assistant Principals serving as Principal/Assistant Principal Ambassadors, seniority and longevity during and after the Ambassador Year shall be considered to be continuous as if there is no change in schools.

The Ambassador Year will be for one school year, e.g. September to June. During that time, the Principal/Assistant Principal Ambassador will be assigned to the Exchange School. At the conclusion of the Ambassador year, the Principal/Assistant Principal will be assigned back to their home school (i.e., the school they were assigned to prior to the Ambassador Year). Principal/Assistant Principal Ambassadors must commit to serve the full school year in the Exchange School and must commit to serve at their home school at the conclusion of their Ambassador Year for a minimum of one additional school year. The Chancellor may waive these provisions in extraordinary circumstances.

Principal/Assistant Principal Ambassadors will be selected in the following manner:

Postings will be developed jointly by the Exchange School Principals and these postings will be in consultation with the CSA. The postings will delineate the Assistant Principal positions in each Education Exchange School and selections will be made by the respective Principals

of each school in accordance with the selection criteria contained in each posting. Postings will require a Principal Performance Review of Highly Effective or Effective, or a satisfactory rating. These selections are subject to the approval of the Chancellor or his /her designee. Selections will be made by the end of the school year or as soon thereafter as practicable.

### **General Terms**

No later than August 1 of each year the Chancellor shall determine whether the positions of Master and Model Principal/Assistant Principal positions will be in effect for the next school year. The Chancellor will consult with the CSA on the eligible roles and assignments including school levels; final determination of those roles/assignments shall be solely at the discretion of the Chancellor. To the extent reasonably possible the selection of individuals to serve in these roles will be made by September 1. These determinations and selections are not subject to the grievance/arbitration process in the parties' collective bargaining agreement.

In such cases where appropriate, selections will be made by posting or otherwise making opportunities for Master and Model Principal/Assistant Principal positions known to current CSA members, with a means for candidates to express interest.

Should any selection be made after the start of the school year, then the term of the position will be only until August 31 of the following school year and the compensation and additional work requirements will be pro-rated accordingly.

Should a principal or assistant principal in one of these positions be reassigned or go on a leave with pay, he/she shall cease to earn the additional compensation.

Only principals who have earned a Principal Performance Review of Highly Effective or Effective in the prior school year shall be eligible to serve in the Principal Career Ladder positions. A Principal or Assistant Principal who does not maintain a rating of Highly Effective or Effective, or Satisfactory where applicable, will be ineligible to continue in the position.

Principals and Assistant Principals selected for Master and Model Principal/Assistant Principal Positions are expected to remain in that position for the entire school year. However, should the Principal and appropriate Superintendent, or Assistant Principal and Principal mutually agree during the year that the individual selected to serve as a Master or Model Principal/Assistant Principal should not remain in that position, the individual will remain in the school without the additional compensation or responsibility associated with that position.

The Department of Education agrees that the creation of career ladder positions for teachers and/or supervisors is not intended in any way to supplant Assistant Principals in those schools that have career ladder positions.

#### **5. HARD TO STAFF SCHOOL DIFFERENTIAL:**

In order to promote Principal/Assistant Principal retention and recruitment to high need schools which have staffing challenges, Principals/Assistant Principals who work and remain at designated Hard to Staff schools will be eligible to receive a Hard to Staff school annual salary differential. For each school year, the Chancellor shall have the sole discretion to determine the Hard to Staff schools that will be eligible and the amount of the differentiated compensation. The Chancellor will consult with the CSA prior to designating schools and the differential amount. The determinations as to the schools and amounts shall be final and not grievable. All Principals/Assistant Principals serving in these Hard to Staff designated schools, including transfers and new hires, shall be eligible to receive the same annual salary differential except as delineated below. The differential shall be paid in a lump sum by October 31<sup>st</sup> of the following school year. To receive the differential, Principals/Assistant Principals must have earned a rating of "Highly Effective," "Effective," or "Developing," or Satisfactory where applicable, and be in active service in, or be on an approved leave from, the designated Hard to Staff school at the time the lump sum payment is made in the fall of the following school year. Principals/Assistant Principals who serve less than five months of cumulative active service at the school are not eligible to receive the differential. Principals/Assistant Principals serving greater than five months but less than the full year shall receive a pro-rata share of the differential. Principals/Assistant Principals serving in Master or Model Principal/Assistant Principal positions or as Principal/Assistant Principal Ambassadors are not eligible to receive the Hard to Staff differential, even if they are serving in these career ladder positions in Hard to Staff schools.

#### **6. PROGRESSIVE REDESIGN OPPORTUNITY SCHOOLS FOR EXCELLENCE (PROSE):**

##### **A. Mission**

- a. To achieve success and outstanding results through a truly collaborative environment for all schools at all levels among the key stakeholders responsible for educating New York City's schoolchildren – teachers and other school-based staff, principals, and parents.
- b. To build this Partnership on a basis of collaboration and mutual respect that empowers school-based staff (including teachers, principals and administrators) and enables students to learn, thrive, and achieve mastery.
- c. To treat instructional staff as professionals by empowering them and holding them responsible for providing the highest quality of teaching.
- d. To foster continuous innovation in the way that labor and management, principals, administrators, and teachers and other school-based staff share

information, share decision-making, and share accountability for student achievement and sound educational outcomes.

- e. To empower school-based staff to embrace new ways of teaching children, even if this means modifying certain existing regulations and work rules. This includes reexamining current instructional practice, such as the school day and school year, student assessment, evaluation, and class size.
- f. To leverage technology in instruction to engage students and improve professional development. This Partnership will use technology to improve the assessment of student learning, workforce engagement, and parent satisfaction.
- g. To use joint training and labor-management facilitators.
- h. To give existing schools the opportunity and flexibility to change certain rules and challenge the traditional way of doing things – provided they meet specific, measurable performance targets.
- i. To demonstrate creativity and innovation in the pursuit of educational excellence.

**B. Joint PROSE Panel.**

- a. Upon ratification of the successor collective bargaining agreement to the 2003-2010 collective bargaining agreement, a collaborative, decision-making Panel made up of an equal number of members selected by the UFT President, the CSA President, and the Chancellor will invite school teams of UFT-represented employees and CSA-represented administrators to submit five-year long proposals for participation in the PROSE program where schools with real educator voice and decision making input and/or authority are permitted to design schools that work best for the students and communities they serve.
- b. The program will begin as soon as practicable, consisting of a mix of high- and low achieving schools, and a mix of elementary, middle, and high schools.
- c. The Panel will set a goal of implementing 200 PROSE Program schools over the next five years that will be overseen and report into the office of the Senior Deputy Chancellor.
- d. Proposals will be for a maximum of five years. The Panel may end a school's participation in the program only if the school is not succeeding.

**C. How the Joint Panel screens and evaluates proposals.**

- a. Proposals will be screened based on the extent to which they demonstrate:
  - i. Partnership between UFT-represented employees and CSA-represented administrators in decision-making;
  - ii. A proven record of previous collaboration and success (which includes, but is not limited to, academic success on assessments);
  - iii. Creativity and flexibility in modifying DOE-regulations and CBA provisions as specified in paragraph (x) of this subsection;
  - iv. A school community where many voices are listened to;
  - v. Strong buy-in from both UFT-represented employees and CSA-represented administration;

- vi. A commitment to capacity-building and sustainability from the DOE, UFT and CSA;
  - vii. Jointly-designed and job-embedded professional development and training;
  - viii. A five year commitment to the proposal;
  - ix. Measurable, reportable performance targets (defined more broadly than academic success on assessments). If any school does not meet its targets, the panel may take away its PROSE status at the end of five years or sooner;
  - x. Proposals may (but do not have to) include modifications to the CSA CBA.
- b. Proposals must include:
- i. Evidence of the school's current success, or if a group, at least one school in the group's success in providing a quality education to students. The Panel will consider multiple measures of success, not only academic measures. Schools that serve high-need students and schools without screened or selective admissions are especially encouraged to apply.
  - ii. A list of the types of innovative, educator-led practices that the school currently uses or is planning to use to promote student success. Examples could include: school-based staff selection procedures, UFT-represented employee representation on and powers of current school committees that positively influence the quality of instruction delivered to students, School-Based options for scheduling or other policies;
  - iii. A specific description of how the school intends to use the contractual and regulatory flexibility of the PROSE program to provide employees with decision-making input and authority in the school and build on its successes during the duration of the plan. As part of their proposals, schools may choose to establish committees consisting of key school-based stakeholders to examine resource allocation, schedules, curriculum, technology, professional development, hiring, and parent engagement.
  - iv. A proposed budget for the initial year, including both current budgetary resources and any requested supplementary funds. No such supplemental funds are guaranteed. The CSA, UFT and DOE will commit to pursuing additional outside funding to support innovative school plans, where feasible. The PROSE program is not contingent on securing additional outside funding.
  - v. A mechanism for PROSE Program schools to regularly report their progress to the Panel including, but not limited to, annual goals and budgets.

**D. How a school becomes a PROSE Program School.**

- a. Applying schools must submit a proposal which has been approved by the School Leadership Team of their school.

- b. To be accepted, the UFT, CSA and DOE Panel members must agree to accept the proposal and allow a school's participation in the PROSE program. Once approved by the Panel (including any required revisions), a proposal is submitted to the school for adoption.
- c. The proposal may be implemented only upon ratification by sixty-five percent of all those UFT-represented employees voting and acceptance by the school's principal. Proposals may also be modified by the same ratification and approval process set forth in this subsection 4.
- d. Assistant Principals who wish to transfer out of a school that has been approved to participate in the PROSE program may do so within the same district or, in the case of high school APs the borough, by September 1<sup>st</sup> without Principal release if they find another position in accordance with the CBA.
- e. If accepted and approved as provided herein, the UFT, CSA, DOE and the applying school will implement the proposal as approved.
- f. Individual schools or groups of schools may apply; however, preference will be given to groups of schools which demonstrate a mix of types of schools. Where a group of schools apply, each school in the group must ratify the proposal by 65%, as provided herein, in order to participate.
- g. Participation in the PROSE program can be renewed at the expiration of the initial proposal term, in accordance with the Panel's approval, and with ratification by sixty-five percent of school's staff, and approval by the school's principal, and a vote of the school leadership team.
- h. The Panel shall, as soon as practicable, implement the PROSE program, adopt application procedures, and accept proposals from schools.
- i. The DOE, CSA, and UFT will collaborate in developing pre-application and post-application workshops to be delivered during the 2014-15 school year for applications which will be implemented after the 2014-15 school year.

#### **E. New Schools.**

- a. The DOE and the CSA, in cooperation with the UFT, will develop an alternative process for the creation of new schools that are proposed by either teachers or parents.
- b. These schools can be proposed in addition to the 200 PROSE Program Schools and, if approved in accordance with the agreed upon procedures, will have the same flexibility with regard to Chancellor's regulations and work rules as PROSE Program Schools.

### **7. INVESTIGATIONS:**

- A. DOE shall review each open investigation open longer than 180 days within 30 days from the 180<sup>th</sup> day.
- B. For C-30s not completed within 180 days due to an open investigation, the DOE shall review each open investigation. The Chancellor or his/her designee shall appoint the

supervisor to the vacancy, if in the sole discretion of the Chancellor or his/her designee, the allegations being investigated (even if substantiated) would not prevent the supervisor from being appointed. Such exercise of the Chancellor's discretion shall not be subject to the grievance/arbitration process in the parties' collective bargaining agreement. This provision shall not apply to the investigations being conducted by the New York City Office of the Special Commissioner of Investigation. The DOE reserves its right to take any disciplinary action deemed appropriate in connection with any substantiated allegations as a result of such investigations. The Chancellor's determination shall be made no later than 30 days after the aforementioned 180 day period has concluded.

- C. For supervisors working under an extension of probation agreement due to an open investigation, the Chancellor shall confer (provided that no other reasons for the denial have arisen in the intervening period) completion of probation upon completion of the investigation and prior to the end of the extended probationary period, if the allegations are unsubstantiated. Additionally, the Chancellor may choose to confer completion of probation to a supervisor prior to completion of the investigation if the Chancellor determines that the allegations if substantiated would not prevent conferral of completion of probation. Exercise of the Chancellor's discretion in this subsection (b) shall not be subject to the grievance/arbitration process in the parties' collective bargaining agreement.
- D. Employees who are the subject of an investigation by the Office of Special Investigations or the Office of Equal Opportunity and Diversity Management shall be notified of the result of the investigation 30 days after the investigation is completed. For employees who have been represented by CSA at an investigative conference, the DOE shall also notify CSA when the investigation is completed.
- E. If a CSA member is being offered an opportunity to extend his/her probationary period, to the extent possible, they should be provided with the reason(s) why they are being asked to extend their probationary period and the right to consult with either a union representative or counsel concerning the extension agreement.

After entering into an extension of probation agreement, upon the written request of the CSA represented employee to his/her supervisor, the DOE shall provide reasons, in writing, for the need to extend the employee's probationary period. Such reasons shall be provided within 15 school (work) days of the written request from the employee.

#### **8. USE OF SICK DAYS FOR ILL FAMILY MEMBERS:**

CSA-represented employees will be allowed to use up to three (3) CAR days per year for the care of ill family members.

## **9. WORK DURING SCHOOL HOLIDAY:**

Principals can report to work during school holiday periods when their school is not in session, provided their appropriate Superintendent approves. Principals' requests shall not be unreasonably denied. Principals may appeal a denial to the Chancellor whose decision shall not be subject to the grievance/arbitration process in the parties' collective bargaining agreement. Principals may also assign 12 month APs who agree to work during this time. 12 month employees will be permitted to defer their annual leave day(s) to another date within their work year.

## **10. PAPERWORK REDUCTION:**

A Central Paperwork Committee will convene within 30 days of ratification of this agreement by the CSA. The Committee will be made up of equal number of representatives appointed by the CSA President and the Chancellor. The Committee will meet at least monthly to review system-wide paperwork issues (whether paper or electronic). The Committee will also establish, subject to agreement by the Chancellor and the CSA President, system-wide standards for the reduction and elimination of unnecessary paperwork. Should the Committee fail to establish system-wide standards approved by the Chancellor within 60 days of their first meeting, either the DOE or the CSA may request the assistance of the mediator, Martin F. Scheinman, or another mutually agreeable neutral, to help facilitate the Committee's discussions. Should the intervention of a neutral not result in an agreement by the Committee approved by the Chancellor within 60 days of the neutral's involvement, the DOE and CSA will submit position statements to said neutral who will issue a binding decision. The neutral's decision setting the system-wide standards shall be subject to Article 75 of the New York State Civil Practice Law and Rules. Alleged violations of the system-wide standards are subject to the grievance and arbitration process in Article X of the agreement between parties.

## **11. SEXUAL MISCONDUCT:**

The parties agree to modify Article 7 of the collective bargaining agreement to include the definition of sexual misconduct as follows:

### **Definitions**

For purposes of this subdivision "student" shall mean a student or any minor. Sexual Misconduct, as used herein, shall not be construed to include nonsexual touching or other nonsexual conduct.

- A. Sexual Misconduct is behavior that is intended to initiate, create, foster or advance a romantic or sexual relationship by an employee with a student, whether physical, verbal, in writing or by electronic means, regardless of location. It includes:
  - i. Any sexual physical contact, or touching, without a legitimate purpose, including any act of sexual penetration with an object or body part;
  - ii. Exposing a student to drawings, photographs or other representations of a sexual nature, whether verbal, written, electronic or physical, without a legitimate purpose

- (this prohibition is not intended to preclude the use of depictions of nudity for legitimate purposes, for example, with reference to biology, health or art);
- iii. Providing a gift to a student, making sexual or romantic comments or discussing sexual acts with a student, for the purpose of initiating, creating, fostering or advancing a romantic or sexual relationship.
- B. Sexual Misconduct also includes:
- i. Publishing, recreating or reproducing images of a sexual act involving a student;
  - ii. Any act of public lewdness, as defined in section 245.00 of the Penal Law, or exposure, as defined in section 245.01 of the Penal Law, directed at a student, that occurs on or off of school grounds;
  - iii. Possession or use of child pornography as defined by the Penal Law, unless the respondent can demonstrate that such possession was inadvertent;
  - iv. Serious or repeated verbal abuse, as defined in the Chancellor's regulations, of a sexual nature;
  - v. Any action involving the use of an imaging device that would constitute criminal conduct as defined under sections 250.40, 250.45 or 250.50 of the Penal Law;
  - vi. Inducing or attempting to induce incapacitation or impairment of a student for the purpose of having sexual intercourse, sexual contact or for the purpose of creating pornographic images or materials, regardless of whether sexual activity actually takes place; and
  - vii. Any action that would constitute criminal conduct under Article 130 of the Penal Law against a student.

## **12. DOE CALENDAR – EMERGENCY CLOSINGS:**

The Board of Education (“DOE”) and CSA recognize that due to emergency conditions (including, but not limited to snow closings) there may be situations where the DOE may fall short of the minimum number of instructional days required annually by the Education Law. Prior to opening of each school year, the DOE and CSA agree to jointly determine those vacation days during designated recess periods which shall be used in the event that there is a need to make up days in order to meet the statutory minimum and the order in which such days would be used.

In no event shall the number of make-up days exceed the number needed to meet the minimum required by the Education Law.

## **13. RETURN FROM LEAVE OF ABSENCE:**

Commencing with the beginning of the 2014-15 school year, employees on leaves of absence, for one school year or semester, through the end of the school year, must notify the DOE's Chief Executive Officer of the Division of Human Resources or his/her designee in a manner prescribed by the DOE on or before May 15th of their intent to either return to service or apply to extend their leave of absence for the following school year. Failure to comply with this deadline shall be deemed as a voluntary resignation from the DOE, except

in cases where it can be demonstrated that special circumstances prevented the employee from notifying the DOE.

Notwithstanding this notification given to the Board (DOE), prior to the commencement of the school year an employee may return to service or apply to extend his/her leave if he/she can demonstrate relevant circumstances materially changed after May 15th provided that the employee acts expeditiously following the change in circumstances. An application to extend a leave made under these circumstances shall be granted under the same circumstances as one made on or before May 15th.

An employee on leave for a restoration of health shall be required to notify the DOE's Chief Executive Officer of the Division of Human Resources or his/her designee, in a manner prescribed by the DOE on or before May 15th, of his/her medical status and any plans, if known, as to whether he or she intends to return to work the following school year. Failure to notify the DOE in writing by May 15th shall be deemed as a voluntary resignation from the DOE, except in cases where it can be demonstrated that special circumstances prevented the employee from notifying the DOE.

Whether special circumstances prevented an employee from notifying the DOE on or before May 15th, relevant circumstances materially changed after May 15th, or an employee acted expeditiously shall be subject to the grievance procedure, including binding arbitration.

#### **14. MINIMUM STAFFING COMMITTEE:**

The Minimum Staffing Committee shall meet at least three times per year. The committee will consist of an equal number of representatives appointed by the Chancellor and the CSA President. The committee will meet to discuss creating minimum supervisory standards subject to agreement by the Chancellor and CSA President. Neither party shall have legal or contractual recourse in the event agreement is not reached.

#### **15. APPR:**

Effective for the 2015-16 school year, all supervisory visits will be conducted by the Superintendent or his/her designee, and Principals will receive written feedback in the form of evidence within 45 days following a statutory PPO/QR visit ("supervisory visit") for each component of the QR Rubric observed;

Effective for the 2015-16 school year, in conjunction with the written feedback, Principals will receive written next steps for improvement for each component rated "Developing" or "Ineffective" ("Developing" or "Underdeveloped" for purposes of the QR Rubric);

It is understood that these next steps are meant as suggestions for the principal's work concerning the feedback provided by the Superintendent or his/her designee in the relevant

area. They are formative in nature and are in no way meant to serve as the sole directive or exhaustive for purposes of actionable next steps for implementation by the principal.

The parties agree to the formation of a central APPR committee consisting of an equal number of members selected by the DOE and CSA that meets on a regular basis (at least monthly beginning no later than 60 days from the date of this agreement) for the duration of this collective bargaining agreement. The central APPR committee will address PPR issues including the Measures of Principal Practice.

The central APPR committee will also examine the current range of options and discuss expanded options for the PPR State and Local Measures of Student Learning ("MOSL"). The committee may choose to propose additional options for the MOSL for principals for the 2015-16 school year. If the CSA and the DOE committee members cannot agree on which MOSL proposals shall be submitted to the Chancellor, committee members in disagreement may submit their reasons for disagreement, in writing, to the Chancellor. The Chancellor shall have final decision-making authority. The parties further agree that the first topic to be discussed by the central APPR committee shall be the current evaluation system for Principals of phase-out schools. Should the parties agree to any changes pertaining to the evaluation of principals of phase-out schools they will be included in the final collective bargaining agreement currently under negotiation subject to approval by SED.

The parties further agree that all terms of the APPR agreement reached June 1, 2013 not otherwise covered by the August 29, 2014 stipulation remain in effect.

#### **16. RATIFICATION:**

This Agreement is subject to Union ratification, and adoption by the Board of Education.

WHEREFORE, we have hereunto set our hands and seals this \_\_\_\_ day of December, 2014.

**Council of Supervisors and  
Administrators**

By:   
Ernest A. Logan  
President

**The Board of Education,**

as Employer

By:   
Carmen Fariña  
Chancellor

**City of New York**

By:   
Robert Linn  
Commissioner  
Office of Labor Relations

**Adopted by The Board of Education**

By: \_\_\_\_\_  
Vanessa Leung  
Chairperson of the Board



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

**ROBERT W. LINN**  
*Commissioner*

May 5, 2014

Harry Nespoli  
Chair, Municipal Labor Committee  
125 Barclay Street  
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. W. Linn", written over a horizontal line.

Robert W. Linn  
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:   
Harry Nespoli, Chair



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
nyc.gov/olr

ROBERT W. LINN  
Commissioner

RENEE CAMPION  
First Deputy Commissioner

CLAIRE LEVITT  
Deputy Commissioner  
Health Care Cost Management

MAYRA E. BELL  
General Counsel

CHRIS BERNER  
Chief of Staff

GEORGETTE GESTELY  
Director, Employee Benefits Program

December 5, 2014

Ernest A. Logan  
President  
Council of Supervisors and Administrators  
40 Rector Street  
New York, New York 10006

Re: **2010-2019 CSA MOA**

Dear Mr. Logan:

This is to confirm certain mutual understandings and agreements regarding the above-captioned Agreement. The salaries and rates of pay outlined in Section 2B of the 2010-2019 CSA MOA regarding the 2010-2012 round will be paid as follows:

- i. 9/6/15: 2%
- ii. 9/6/16: 1.961%
- iii. 9/6/17: 2%
- iv. 9/6/18: 1.9605%

If the above accords with your understanding, please execute the signature line provided below.

Sincerely,

Robert W. Linn

Agreed and Accepted By:

Ernest A. Logan

DATED: 12/5/2014, 2014



**Department of  
Education**

*Carmen Fariña, Chancellor*

December 5, 2014

Ernest A. Logan  
President  
Council of Supervisors and Administrators  
40 Rector Street  
New York, New York 10006

Dear Mr. Logan:

This letter is to acknowledge that the renewed commitment to professional development and parent engagement in Department of Education (DOE) schools has resulted in the refocused efforts of school-based supervisors in these areas as part of their supervisory duties.

In order to maximize supervisors' attention to these and other Chancellor priorities, it is understood that school-based supervisors may work varying hours on a day to day basis in order to ensure 1) there is appropriate supervisory coverage for all regular day activities in a school; and 2) that school-based supervisors appropriately lead and direct those initiatives that are priorities of the Chancellor. To address this, Principals will submit a schedule to their superintendent with the hours their school is in session, including the times when professional development and parent engagement occur.

Nothing in this letter shall be construed as a modification of any provision of the parties' collective bargaining agreement or to substitute for activities previously compensated at per session rates or to preclude supervisors' eligibility for per session activities consistent with Article VI(c) of the Agreement.

The Council of Supervisors and Administrators agrees to withdraw with prejudice the attached grievance, number 01-14-0001-4269, relating to the supervisor work day.

If the above accords with your understanding, please execute the signature line below.

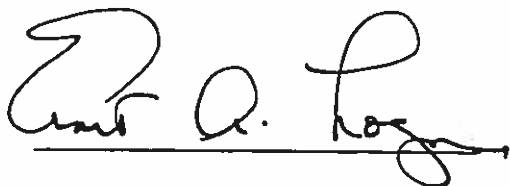
Sincerely,

A handwritten signature in cursive script, appearing to read "Carmen Farina".

Carmen Farina

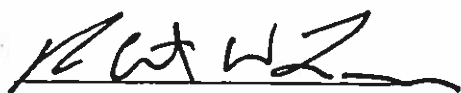
Chancellor

New York City Department of Education

A handwritten signature in cursive script, appearing to read "Ernest Logan".

Ernest Logan , President

Council of Supervisors and Administrators

A handwritten signature in cursive script, appearing to read "Robert W. Linn".

Robert W. Linn, Commissioner

New York City Office of Labor Relations