

**2003-2010**  
**COUNCIL OF SUPERVISORS AND ADMINISTRATORS**  
**MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2007, by and between the Council of Supervisors and Administrators of the City of New York, Local 1, American Federation of School Administrators, AFL-CIO (“CSA”) and the Department of Education of the City School District of the City of New York (“DOE”);

**WHEREAS**, the undersigned parties desire to enter into a successor collective bargaining agreement to the agreement that expired on June 30, 2003; and

**WHEREAS**, the undersigned parties have concluded negotiations for the agreement; and,

**NOW, THEREFORE**, it is agreed as follows:

**Section 1. Term**

The term of the collective bargaining agreement shall be from July 1, 2003 to March 5, 2010.

**Section 2. Continuation of Terms**

The terms of the 2001-2003 CSA Agreement shall be continued except as modified pursuant to this Agreement.

**Section 3. General Wage Increases**

- a. The general wage increases, effective as indicated, shall be:
  - i. Effective July 1, 2004, Employees shall receive a rate increase of 3%.
  - ii. Effective July 1, 2005, Employees shall receive an additional general increase of 1.136%.
  - iii. Effective July 1, 2006, Employees shall receive an additional general increase of 3.25%.
  - iv. Effective June 1, 2007, Employees shall receive an additional general increase of 5.46%.
  - v. Effective October 6, 2007, Employees shall receive an additional general increase of 2%.
  - vi. Effective April 6, 2008, Employees shall receive an additional general increase of 5%.



worked during the applicable payroll periods between mid March and mid June compared to the full time hours of Employees in their title.

**Section 5. Summer School Differential**

Effective July 2009, there shall be a \$2500 summer school differential for up to 400 Principals per year designated as “Principals in Charge” of Summer School programs according to criteria to be developed by the DOE in consultation with CSA. This payment shall be made in a lump sum and shall not become part of the basic salary rate.

The \$2500 payment amount is not subject to future collective bargaining increases.

**Section 6. Annuity**

Effective December 9, 2009, the Department of Education will establish and contribute \$708 annually to a new Annuity Fund which is subject to future collective bargaining increases.

**Section 7. Welfare Funds**

- a. Effective December 16, 2009, the Board will increase the annual contribution to the CSA Active Welfare Fund by two hundred dollars (\$200) per annum per active employee and to the CSA Retiree Welfare Fund by two hundred dollars (\$200) per annum per retired employee.
- b. Effective January 6, 2008, there shall be a one-time cash payment to each applicable welfare fund in the amount of \$166.67 on behalf of each active member and retiree who is receiving benefits on January 6, 2008.
- c. The CSA will continue to provide benefits to employees’ domestic partners in the same manner as those benefits are provided to spouses of married covered employees.

**Section 8. Other Modifications**

- a. Effective June 1, 2007, all Employees shall report to work on Brooklyn-Queens Day.
- b. Effective June 1, 2007, the floating holiday shall be eliminated for Education Administrators.
- c. Effective June 1, 2007, Education Administrators and other 12-month Central and District Office Based Supervisors shall have their lunch period reduced to thirty minutes.

**Section 9. Discipline**

The decision to charge a supervisor under 3020-a based on an allegation of unsatisfactory performance can be made at any time.

## **Section 10. Work Week**

The work day for Principals, Assistant Principals and School Based Intermediate Supervisors shall be increased to 7 hours and 15 minutes excluding lunch. They shall continue to devote the necessary time and effort to fulfill their professional obligations as they have in the past.

In addition, Principals, Assistant Principals and School Based Intermediate Supervisors shall also be in attendance for up to 25 hours of conferences, meetings and/or workshops, distinct from the duties related to their primary assignment, during the school year (September 1 – August 31). Such conferences, meetings and/or workshops will not be held on weekends or holidays. Attendance at conferences, meetings and/or workshops beyond these hours shall be voluntary.

Per session employment may not be used as a means of providing additional compensation for work or responsibilities related to an individual's primary assignment.

The Stipulation of Settlement in Case AAA 13-390-02237-03 is voided with prejudice.

The Decision in Case 13 390 02825, dated February 6, 2007 (Jack Tillem, Arbitrator), is set aside.

## **Section 11. Supervisor Evaluations**

The parties agree to discuss in a labor-management committee the evaluation standards for supervisors. [For side letter: The parties agree that the Principal Performance Review will be revised so that the criteria and procedures are aligned with the Department's new school accountability standards, and specifically, its progress reports and quality reviews, in time to be implemented for the 2007-2008 school year. There will be a labor-management committee to discuss implementation of criteria and procedures. The parties also agree to modify the current binary "Unsatisfactory/Satisfactory" rating system with a more refined rating system with multiple ratings. Finally, the parties agree that supervisors will continue to develop goals and objectives each school year with their supervisors, will receive mid-year reviews and end of the year reviews and ratings after the end of the school year being evaluated. The parties may discuss other relevant issues in the labor-management committee, as appropriate.]

## **Section 12. Material-in-File Grievances**

Eliminate Article VI J(5) and material in file grievances for all titles. Supervisors may not grieve material in file. However, supervisors may append a response to any letter. If disciplinary charges do not follow, the letter and response shall be removed from the file three years from the date the original material is placed in the file. [For side letter: The Department will direct principals and superintendents to meet with recipients of disciplinary letters when they are issued, upon request of the recipient. The parties agree that this process shall not be subject to the contractual grievance/arbitration procedure.]

## **Section 13. Grievances**

Eliminate the second level of the grievance process for both principals and supervisors who are not principals.

#### **Section 14. Excessing Rules**

Supervisors identified as being at risk of being excessed at the commencement of the following school year will be informed of this no later than June 15, or as soon as is practicable if identified as being at risk of excess after June 15. For those so notified on or before June 15, the following modification to the excessing rules will apply.

The parties agree that the current excessing rules be amended to eliminate the practice of bumping of interim acting and less senior supervisors and forced placement in vacancies of excessed supervisors. An excessed supervisor who is unable to secure a regular position may be placed in an alternative supervisory position established by the Chancellor in another school or office within the district (borough for high schools). The DOE will consider placement of the excessed supervisors in alternative assignments first in schools where principals volunteer to accept excessed supervisors. Service in alternative positions as provided herein will be credited to the supervisor's appointed license for all seniority, salary and other purposes.

The DOE will, upon request of the excessed supervisor, through DHR and SSP provide individualized assistance on how to maximize chances for being selected for regular supervisory positions and will guarantee interviews for posted vacancies in license.

The current excessing rules shall remain in effect and shall apply should the Chancellor not create alternative positions as provided in this agreement.

Notwithstanding the foregoing, if an excess condition causes a layoff of staff in any licensed position, the provision of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on the preferred list.

The Department may offer excessed supervisors a voluntary severance agreement under which, in return for payment of no less than six months' salary and no more than one year's salary (in addition to payment for any accrued leave to which they are contractually entitled), the excessed supervisor will submit an irrevocable resignation/retirement. The Department has discretion as to which titles, if any, will receive the voluntary severance offer, but the level of payment offered to excessed supervisors in a title, e.g. six months' salary, will be uniform. Those excessed supervisors who decline the severance agreement and are placed in an alternative position may be assigned to teach, in license where possible, up to three periods per day as part of their professional duties. Until and unless severance agreements are offered, excessed supervisors placed in alternative positions will not be required to teach (unless they are in a position where teaching is authorized under the existing contract) but will perform professional duties on a full-time basis.

A labor management committee shall be established to monitor the implementation of this agreement.

#### **Section 15. Voluntary Severance for Personnel Excessed More Than One Year**

The DOE may offer excessed personnel who have not secured a regular assignment after at least one year of being excessed, a voluntary severance program in an amount to be negotiated by the parties. If the parties are unable to reach agreement on the amount of the severance payment, the

dispute will be submitted to arbitration pursuant to the contractual grievance and arbitration procedure. Such a severance program, if offered, will be offered to all personnel who have been in excess for more than one year.

In exchange for receipt of such severance, an excessed person shall submit an irrevocable resignation or notice of retirement.

#### **Section 16. Resignation and Retirement Notification**

1. Barring extreme personal circumstances, such as a sudden serious illness, or express written authorization from the Chancellor or his/her designee, school-based supervisors will not retire or resign without giving at least ninety (90) days' written notice to their immediate supervisor of their retirement or resignation. School-based supervisors who comply with this section may elect to receive their final entitlement payment in a lump sum within ninety (90) days of the effective date of their retirement or resignation. School-based supervisors who do not comply with this provision will have their final entitlement payments made in a lump sum two (2) years after their resignation/retirement date.
2. Supervisors who comply with this provision may commence terminal leave at any time assuming they have submitted an irrevocable resignation or retirement notice.

#### **Section 17. Performance Increases**

The current Performance Increases provision (Section 10) will be replaced by the following: beginning with the school year 2007-08, Principals, Assistant Principals, school-based intermediate Supervisors and Education Administrators shall be eligible for performance increases. Eligibility for the performance increase shall be based on outstanding growth in student achievement measured according to value-added criteria, and such other objective criteria as the Chancellor may determine and communicate to supervisors. Performance criteria and the amount of the increases will be set by the Chancellor in his/her discretion after consultation with CSA, and shall include a requirement for dissemination of effective practices. Said criteria and the amount of the increase shall be communicated to Principals and other Supervisors by June 30<sup>th</sup> of the prior school year. Supervisors eligible for the performance increase will be notified no later than April 1<sup>st</sup> of the school year following the year for which the performance increase is being awarded. Principals who meet the criteria shall receive increases up to \$25,000. The Assistant Principal and other supervisory staff who have been rated satisfactory in a school where the principal qualifies for the performance increase shall each receive an amount equal to one half the amount for the principal. Up to 25% of the top performing Principals shall receive the performance increase. The parties agree to a labor-management committee to develop a performance increase system for Education Administrators and other non-school based titles represented by CSA. [For side letter: CSA shall not grieve should the Chancellor decide to award the performance increase to more than 25% of the Principals.]

#### **Section 18. Executive Principal**

[FOR SIDE LETTER: The parties agree that the current Low Performing School Differential in Section 9 of the 1999 Memorandum of Agreement is only applicable at Extended Time Schools,

of which there are currently none in the system.] The parties agree to an Executive Principals program wherein principals selected by the Chancellor who agree to a 3 year assignment to serve in a high-needs school shall receive a \$25,000 annual salary enhancement. The \$25,000 salary enhancement shall be paid annually during the assignment, contingent upon the receipt by the Executive Principal of a Satisfactory Rating for that year. Executive Principals must sign an agreement with the Department prior to the commencement of their assignment setting forth the terms of the 3-year commitment and conditions for payment and re-payment of the salary enhancement. At the conclusion of the 3-year executive principal assignment, the Executive Principal may agree to continue in or accept another executive principal assignment, if offered, for one-year terms renewable by mutual agreement, or return to a regular principal assignment in the district (or borough, for high schools) in which s/he is assigned (if an assignment is not available in the district or borough, the Executive Principal may state a preference for a different district or borough where vacancies exist). Up to 10% of Executive Principals hired annually may be hired from outside the DOE, provided that, if fewer than 10 Executive Principal positions are created, at least 1 Executive Principal may be hired from outside the DOE.

### **Section 19. Medical Arbitrations**

1. Para-medical staff will be utilized to assist DOE doctors in preparing cases for scheduled medical arbitrators.
2. A periodic Medical Arbitration panel will be convened consisting of representatives from the DOE Medical Bureau, Office of Medical, Leaves and Benefits, and from CSA. This panel will review cases of CSA members who are requesting medical arbitration prior to the scheduling of a hearing. The panel will make every effort to settle the discrepancy between the member's physician(s) and the DOE recommendations with the goal of avoiding medical arbitration whenever possible. Cases that cannot be settled at this level will be scheduled for arbitration.
3. The DOE will continue to recruit for additional physicians, and will determine if more medical reviewers to serve as arbitrators can be retained.
4. The DOE will provide annual reports to CSA on the number of medical arbitrations requested, the panel decisions and the outcomes of those cases. The data will be used to determine whether the process improvements have decreased the average length of time to settle the issues that led to the arbitration.

### **Section 20. Litigation**

CSA will dismiss, with prejudice, the following actions:

- CSA v. DOE – PERB U-26639 – Re: Principal Weekly and letter to newspaper on excessing
- CSA v. DOE – PERB U-26717 – Re: Bargaining about excessing and information on reorganization
- CSA v. DOE – PERB U-26789 – Re: Brooklyn-Queens Day
- CSA v. DOE – PERB U-26790 – Re: Subcontracting exclusive work (without prejudice to initiate new action based on new facts)

- CSA UI – AAA No. 13 390 01605 06 – Summer 2006 Excessing EAs (without prejudice to initiate new grievance based on new facts)
- CSA UI – No AAA No. – Re: Brooklyn-Queens Day

As to the “Kruger” litigation:

- The CSA and its elected officials will use their best efforts to ensure the execution by all parties of the Second Supplemental Stipulation and Order of Settlement and Discontinuance in Index No. 102510/03 (Supreme Court, New York County).

As to the SED actions:

- The Department of Education and Council of Supervisors and Administrators are separately negotiating a Stipulation of Settlement regarding these matters.

## **Section 21. Due Process and Review Procedures**

**The following rules will be in addition to what currently exists in the contract and/or state law.**

### **a. Time and Attendance**

If the DOE seeks to discipline a tenured supervisor regarding absences and/or lateness but seeks a penalty short of termination, the following expedited procedure will apply:

The DOE will notify the supervisor that it intends to bring disciplinary action against him/her employee pursuant to this section. The DOE will include in this notice the supervisor’s attendance record and any other documentation it intends to introduce at the hearing and a statement that pursuant to this section the arbitrator may award any penalty, or take other action, short of termination.

Within 15 calendar days following this notice, the supervisor must notify the DOE in writing of the nature of his\her defense and submit any documentation s\he intends to submit into evidence as well as a medical release for any medical documents related to such defense.

If either party believes that it requires additional documents, it may request a telephonic conference with the arbitrator.

The expedited hearing will occur within one month of the DOE’s notification to the supervisor mentioned above. The hearing will be informal and the normal rules of trial procedure and evidence shall not apply. The arbitrator will issue an award and short decision within 15 calendar days of the hearing. The arbitrator’s award will be final and binding on all parties. The award may be introduced in a 3020-a hearing and any findings shall be binding on the 3020-a arbitrator.

One arbitrator, agreed upon between the parties, will hear all absence and lateness cases hereunder. The parties may expand the number of arbitrators if necessary. The

arbitrator will hear 4 cases per hearing date on a staggered schedule, but in no situation will one case take more than ½ a day. The parties may expand the number of cases heard in a day if they deem it practical.

**b. Sexual Offenses Involving Students**

A tenured supervisor who has been charged under the criminal law or under §3020-a of the New York State Education Law with an act or acts constituting sexual misconduct (defined below) shall be suspended without pay upon a finding by a hearing officer of probable cause that sexual misconduct was committed.

In a probable cause hearing the hearing officer may accept hearsay as evidence of probable cause. A rebuttable presumption of probable cause shall exist where the Special Commissioner of Investigation (“SCI”) substantiates allegations of sexual misconduct, or a tenured supervisor has been charged with criminal conduct based on act(s) of sexual misconduct. A criminal complaint and corroborating affidavit or indictment will also create a rebuttable presumption of probable cause.

A report from the Chancellor’s Office of Special Investigations (“OSI”) substantiating allegations of sexual misconduct is relevant evidence of probable cause.

In §3020-a proceedings, a mandatory penalty of discharge shall apply to any tenured supervisor a) found by a hearing officer to have engaged in sexual misconduct, or b) who has pleaded guilty to or been found guilty of criminal charges for such conduct.

The 3020-a hearing should be completed within two months, but the suspension without pay shall be extended one additional month if the hearing has not been completed, unless the DOE has received an adjournment or otherwise delayed the proceeding. The suspension without pay shall also be extended until a criminal action is resolved and any 3020-a proceeding is also completed.

If the 3020-a hearing results in a dismissal of the charges or if the criminal proceeding ends in an acquittal or dismissal (and the DOE has decided not to prefer charges), the supervisor shall be entitled to back pay with interest for the entire period of the suspension without pay.

For purposes of this section, sexual misconduct shall include the following conduct involving a student or a minor who is not a student: sexual touching, serious or repeated verbal abuse (as defined in Chancellor’s Regulations) of a sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, possession or use of illegal child pornography, and/or actions that would constitute criminal conduct under Article 130 of the Penal Law against a student or minor who is not a student.

**c. Other Felony Offenses**

Tenured supervisors who have been convicted of, or who have pled guilty to, any felony (not addressed in paragraph b, above) shall be suspended without pay pending the final outcome of the 3020-a disciplinary proceeding. The 3020-a hearing should be

completed within two months, but the suspension without pay shall be extended one additional month if the hearing has not been completed, unless the DOE has received an adjournment or otherwise delayed the case.

**d. False Accusations**

Knowingly false accusations of misconduct against supervisors will not be tolerated.

If an accusation of sexual misconduct or physical abuse against a supervisor is found by the DOE or Special Commissioner of Investigation to have been knowingly false when made, the DOE will take the following actions to restore the falsely accused supervisor's reputation: removing all references to the charges from the supervisor's personnel file(s) and adding evidence of the unfounded nature of the charge to any departmental files that may have to be maintained to satisfy other legal requirements, if any; and restoring any back pay owed with interest and, at the supervisor's request, confirming to any regulatory agency the finding that the supervisor was falsely accused.

The DOE will notify the subject within twenty (20) days of the issuance of an investigative report by the Special Commissioner of Investigation or the Office of Special Investigations.

A rating of "Not Applicable (NA)" is to be used in situations where a supervisor is reassigned out of his/her regular assignment during an investigation. Once the investigation is completed, the NA rating will be changed to reflect the evaluation of the supervisor's performance.

**Section 22. Principal and Mandated 12-Month Assistant Principal Leave of Absence Requests**

Principals and mandated 12-month assistant principals and school-based intermediate supervisors wishing to take an unpaid leave of absence during July and August may request such a leave based on extreme hardship or unique or unusual personal circumstances. Such requests will be considered and decided by the Chancellor or his/her designee on a case-by-case basis, in his or her sole discretion. The appropriate salary and leave proration will be made.

**Section 23. Retroactivity**

In the event that any payment is not paid on the date due under this *2003-2010 CSA Memorandum of Agreement*, such payment when made shall be paid retroactive to such date due.

**Section 24. Approval of Agreements**

This Agreement is subject to ratification by the CSA and adoption by the Panel for Educational Policy.

**Section 25. Incorporation of Certain Provisions into Other Agreements**

All appropriate provisions of this Agreement shall be incorporated into the Collective Bargaining Agreement.

**Section 26. Savings Clause**

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2007.

**COUNCIL OF SUPERVISORS  
AND ADMINISTRATORS  
LOCAL 1, AFSA, AFL-CIO**

**BOARD OF EDUCATION OF THE CITY  
SCHOOL DISTRICT OF THE CITY OF NEW  
YORK**

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ERNEST LOGAN  
President

BY: \_\_\_\_\_  
JOEL I. KLEIN  
Chancellor

**CITY OF NEW YORK**

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SCHOOL DISTRICT OF NEW YORK**

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Chairman