

MEMORANDUM OF AGREEMENT 1999

Section 1. Term

The term of the Collective Bargaining Agreement shall be from February 12, 1996 to March 31, 2001.

Section 2. Continuation of terms

The terms of the 1992-96 CSA Agreement shall be continued except as modified pursuant to this Agreement.

Section 3. General Wage Increases

A. (i) Effective February 12, 1998, Employees shall receive a rate increase of 3%.
Effective February 12, 1999, Employees shall receive an additional rate increase of 2%.
Effective August 12, 1999, Employees shall receive an additional rate increase of 2%.
Effective April 12, 2000, Employees shall receive an additional rate increase of 3.58%.
Effective April 12, 2000, the per session rate shall be increased by 11%. The increases provided for in section 3 (A) above shall be calculated as follows:

The increase provided for in 3A (i) above shall be based on the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 11, 1998; and The increase provided for in 3A (ii) above shall be based on the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 11, 1999; and The increase provided for in 3A(iii) above shall be based on the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on August 11, 1999; and (iv) The increase provided for in 3A (iv) above shall be based on the base rates (which shall include salary incremental schedules) of the applicable titles in effect on April 11, 2000. All employees assigned or appointed on or after February 12, 1998 shall have their salaries adjusted as though the applicable general wage increases contained herein had been in effect on the date of their assignment or appointment, in conformity with the provisions of Article III A 1 of the existing collective bargaining agreement. In no event shall such an adjustment result in a salary reduction. Except as provided in Section 5 below, the above general wage increases shall apply to the following: base salary, salary steps and longevity increments.

Section 4: Welfare Fund and Annuity

Effective April 12, 2000, the Board will increase the annual contribution to the CSA Active Welfare Fund by \$75 per active employee and to the CSA Retiree Welfare Fund by \$75 per retired employee.

The CSA will continue to provide benefits to employees' domestic partners.
There shall be a one time cash payment for the CSA Active Welfare Fund of \$3,357,234 effective upon approval of this Agreement as described in Section 13.

Effective June 30, 2000, Chairpersons of Committees on Special Education shall be included in the \$550 annuity referenced in Article III D 4 of the 1992-1996 Collective Bargaining Agreement.

Section 5: Longevity

Effective August 12, 2000 there shall be a twenty-two (22) year Board service longevity of \$3,400. For the purposes of calculating gross salary, the \$3,400/22 year Board service longevity shall not be included in the calculation of differentials for the extended school day and extended school year from August 12, 2000 until March 31, 2001. After March 31, 2001, the \$3,400/22 year Board service longevity shall be included in the calculation of the increased work day and year differentials set forth below.

Section 6: Increased Work Day and Year Differentials

A. Principals.

Effective February 1, 2000, Principals shall receive a differential of 19.97% for working an increased work year as defined below, and the work day shall be increased to 7 hours excluding lunch. They shall continue to devote the necessary time and effort to fulfill their professional obligations as they have in the past.

Increased Work-Year.

The increased work year shall commence on September 1 of each year and end on the following August 31. They will be paid for all Central/District Office scheduled holidays and all other days on which their school is closed for special observance or emergency pursuant to action of the Chancellor.

Annual Leave Allowance.

Annual leave allowance shall be credited to employees who work a regularly scheduled five day week as follows: Effective February 1, 2000, all principals shall be entitled to combined vacation, personal business and religious holiday leave allowance of 27 workdays annually. The annual leave will be accrued at the rate of two and one quarter days per month.

The vacation year shall begin on September 1 and end on the following August 31. Vacation shall be scheduled during the Christmas recess, the Midwinter recess, the Spring recess and such other periods as can be arranged mutually with the Superintendent.

Annual leave must be taken in the vacation year in which it is accrued. The employee shall be entitled to utilize his/her full annual leave allowance during the vacation year. Annual leave allowance may not be carried over from one vacation year to the next except under the conditions described below.

For the 1999-2000 vacation year only, principals in service on February 1, 2000, will be credited with 11 days of annual leave as of that date; on a one time basis principals will be entitled to carry over up to four (4) days of this annual leave.

B. Assistant Principals and School Based

Increased Work Day. Effective February 1, 2000, Assistant Principals and School Based Intermediate Supervisors shall receive a differential of 7.7% and the work day shall be increased to 7 hours excluding lunch. They shall continue to devote the necessary time and effort to fulfill their professional obligations as they have in the past.

Increased Work Year.

Designated Assistant Principals and School Based Intermediate Supervisors, shall also work an increased work year as defined below and shall instead receive a differential of 19.97%. Per session is not included in this definition. Such employees will be paid for all Central/District Office scheduled holidays and all other days on which their school is closed for special observance or emergency pursuant to action of the Chancellor.

a. Designation.

The following Assistant Principal/School Based Intermediate Supervisor (AP/SBIS) positions shall be mandated for the increased work year schedule:

One Assistant Principal – Administration from each High School

All Assistant Principals – Administration and Supervision (Special Education) – High School

All AP/SBIS positions assigned to schools in the Extended Time School Program

All Assistant Principals assigned to Citywide Special Education Schools

One Assistant Principal position for each summer middle, intermediate or junior high school

This list shall only be modified by agreement of the parties or in the event of a fiscal emergency. No later than February 15 of each year the Chancellor or designee shall identify the AP/SBIS to serve in each mandated position.

For other than mandated positions for the Summer of 2000, by February 15, 2000, the Chancellor will announce prospective AP/SBIS positions. By March 1, 2000, all active AP/SBIS's will advise the designated

responsibility center of their availability to serve in the summer program. By March 30, 2000, the Chancellor or designee will identify the AP/SBIS's to serve in the program or in the event there is an insufficient availability of AP/SBIS's to serve in the program, then the Chancellor or designee will identify the AP/SBIS's who will fill the positions. Those AP/SBIS's selected by March 30, 2000 shall be guaranteed the increased work year schedule except in the event of a fiscal emergency. After March 30, 2000 no individual shall be mandated to work the increased work year schedule unless there is mutual consent.

By August 15, 2000 based on the first year's experience in the selection process, the CSA and the Board of Education will establish a joint labor-management committee to advise the Chancellor on the creation of a permanent plan for the selection of AP/SBIS's including possible retention rights.

b. Annual Leave.

AP/SBIS's working the increased work year shall be entitled to a combined vacation, personal business and religious holiday leave allowance of 27 workdays annually. The annual leave will be accrued at the rate of two and one quarter days per month.

The vacation year shall begin on July 1 and end on the following June 30. Vacation shall be scheduled during the Christmas recess, the Midwinter recess, the Spring recess and such other periods as can be arranged mutually with the Superintendent.

Annual leave must be taken in the vacation year in which it is accrued. The employee shall be entitled to utilize his/her full annual leave allowance during the vacation year. Annual leave allowance may not be carried over from one vacation year to the next. As of each July 1, the employee may be permitted the use of a maximum of 12 days of annual leave allowance before it is earned.

Any pro rata summer vacation pay to which the AP/SBIS is entitled will be vested for future payment.

C. Education Administrators and Other 12-Month Central and District Office Based Supervisors.

Effective February 1, 2000, Education Administrators and other 12-month central and District Office Based Supervisors shall receive a differential of 4.76% and the lunch period shall be reduced from sixty (60) minutes to forty (40) minutes.

D. Opt-out.

Principals may opt-out of the increased work year for Summer 2000 based on hardship at the discretion of the Chancellor. Assistant Principals and School Based Intermediate Supervisors may opt-out of mandated increased work year in the discretion of the Chancellor. In the event that an employee is allowed to opt-out, he/she shall revert to a non-increased work year.

E. Sick Time.

Increased work year employees shall earn 12 sick days per school year up to maximum of 200 days.

F. Conference Time.

The requirement for attendance for 26 hours of conference time for school supervisors in their probationary period shall be eliminated for school supervisors who work the increased work year.

Section 7. Section 3020-a Modifications

The parties agree to jointly support legislation to amend section 3020 of the Education Law to provide that the procedure incorporated in the collective bargaining agreement between CSA and the Board shall be, upon the completion of the probationary period, the exclusive process for removal and discipline of principals, assistant principals, school based intermediate supervisors and certain Education Administrators in the City School District of New York. Subject to enactment into law of the amendment of section 3020 of the Education law, properly assigned or appointed principals shall serve a three year probationary period,

effective July 1, 2000. Principals who as of July 1, 2000 have already fulfilled a three year probationary period shall be covered by the modifications of 3020-a as described herein. Nothing herein shall affect the Chancellor's rights and powers pursuant to section 2590-h of the Education Law to transfer, and/or require principals to participate in training and other remedial programs to address identified factors affecting student achievement and school performance.

A. Principals

i. Contracts.

Effective February 1, 2000, Superintendents shall offer principals who have passed their probationary period, a three year contract. The period of February 1, 2000 to August 31, 2000 shall serve as the first year of a contract. Thereafter, the contract year shall run from September 1 to the following August 31. Where a principal passes probation during the school year, the remainder of contract year shall serve as the first year of a contract. At the end of each school year of the contract, principals shall be rated based upon the principal's performance review. Any principal who has completed the three year contract term and who has not been removed or demoted or who does not have disciplinary action pending against him/her shall have his or her contract renewed. If the superintendent rated the principal unsatisfactory based on the principal performance review or determines that the principal has committed misconduct, then the Superintendent shall inform the principal of a decision to discontinue the contract or otherwise take disciplinary action.

ii. Modification of 3020-a Procedures.

For allegations of misconduct there shall be a just cause discipline standard of review. For allegations of unsatisfactory performance, the standard of review shall be whether the Superintendent's discretion was exercised in an arbitrary and capricious manner. The proposed discipline shall be presented to one impartial arbitrator selected from a panel of at least ten permanent arbitrators selected by the parties in accordance with the American Arbitration Association (AAA) procedures.

a. **Allegations of Misconduct.** Allegations of misconduct may be brought at any time. Upon receipt of a written notice of allegations of misconduct and proposed adverse action, a principal may be removed from his or her position without pay or demoted with reduced pay pending an arbitrator's decision. At the principal's option, the allegations may be presented to the arbitrator who will render a decision as to whether there is just cause for the proposed adverse action. The arbitrator's decision shall be rendered within thirty (30) days of the notice of the allegations. The arbitrator's decision shall be binding unless overturned by the Commissioner of Education of the State of New York (the "Commissioner"). If the arbitrator determines that the charges are unfounded, the principal shall be restored to his/her position with full pay; however, the imposition of the penalty may continue for up to 30 days from the time of the arbitrator's decision.

b. Allegations of Unsatisfactory Performance.

Allegations of unsatisfactory performance shall be presented to the arbitrator who will render a decision that shall be binding unless overturned by the Commissioner. Unsatisfactory performance shall be documented in the principal's performance review. For allegations of unsatisfactory performance, no sooner than June 1 and no later than June 20, absent exceptional circumstances, a principal shall be notified of a Superintendent's intention to remove, demote or discipline him or her and the basis for adverse action. Pending final review, when the Superintendent proposes removal or demotion, the principal shall revert to his/her last appointed position with corresponding salary, effective July 1. If the arbitrator determines that the charges are unfounded, the principal shall be restored to his/her position with pay, pending Chancellor and Commissioner review.

c. Reversion Rights.

Any principal who is terminated for misconduct shall not have reversion rights. Any principal removed for unsatisfactory performance shall have the right to revert to his/her last appointed position unless the arbitrator determines that the Superintendent has shown that the principal is unfit to revert to the last appointed position.

d. Chancellor Review.

The Chancellor upon the request of the Superintendent or the principal may review the arbitrator's decision, which review must be completed within 15 days of the arbitrator's decision. The employee shall be provided with written notice of the outcome of the Chancellor's review. The Chancellor may decline to implement an arbitrator's decision disciplining a principal. If the Chancellor implements the arbitrator's decision against the principal, the principal may apply to the Commissioner for a review of the arbitrator's decision. The Chancellor may review an arbitrator's decision that does not sustain the Superintendent's charges. In such a decision the matter shall be transmitted to the Commissioner for a determination.

e. Commissioner's Review.

The Commissioner shall review the arbitrator's decision when it is transmitted to him or her. The Commissioner shall issue a decision within 15 days of transmittal. The Commissioner's decision shall be subject to an Article 78 review.

B. Assistant Principals and School Based Intermediate Supervisors.

Effective February 1, 2000, section 3020-a will apply with the following modifications. The section 3020-a tripartite panel shall be replaced by a single arbitrator. The entire section 3020-a process, commencing with the service of charges, shall take no more than 150 days. There shall be no adjournments unless agreed to by both parties. In the event that there are no adjournments and the process takes more than 150 days, the penalty shall be imposed after 150 days except if the proceeding is delayed by the employer. A separate evaluation system shall be developed by the Chancellor, in consultation with the CSA, and implemented by the Chancellor by the school year 2000-2001.

C. Education Administrators.

Level IV shall be covered by the procedure outlined for Principals above. Level IIIs that report to a Superintendent or a Deputy Superintendent shall be covered by the procedure outlined above for Principals and all other Level IIIs shall be covered by the procedure for Assistant Principals. Level I and II shall be covered by the procedure for Assistant Principals above. A separate evaluation system shall be developed by the Chancellor, in consultation with the CSA, and implemented by the Chancellor by the school year 2000-2001.

Section 8. School Size Differential

Effective February 1, 2000, based upon October 31 registers, the following annual differential shall be paid to Principals in school with larger enrollment and Citywide Special Education Schools with greater numbers of classes (excluding home instruction, hospital instruction and Special Attendance Register classes).

ENROLLMENT: C.S.E.S. Classes: DIFFERENTIAL:
700-899 35-39 \$1,000
900-1,199 40-44 \$1,750
1,200-1,999 45+ \$2,500
2000+ \$3,250

Section 9. Low Performing School Differential

Effective February 1, 2000, an annual salary differential of \$10,000 will be paid to Principals and \$2500 to Intermediate Supervisors who are selected to serve or to be retained in low performing schools as defined by the Chancellor. Such employees who maintain satisfactory performance in this assignment shall receive the differential for a minimum of three years.

Section 10. Performance Increases

Beginning with the School Year 1999-2000, Principals, Assistant Principals, School Based Intermediate Supervisors and Education Administrators shall be eligible for performance increases. Eligibility for the increase shall be based upon performance-based evaluations and a set of objective criteria to be developed by the Chancellor after consultation with the CSA and shall include a requirement for dissemination of effective practices. Up to twenty-five percent (25%) of the top performing employees in each title shall receive the incentive in the following increments.

Assistant Principals and School Based Performance Intermediate Education			
Percentile Principals Supervisors Administrators			
75%-84%	\$5,500	\$2,750	\$2,750
85%-94%	\$10,000	\$5,000	\$5,000
95%-100%	\$15,000	\$7,500	\$7,500

Section 11. Grievability

The Chancellor’s decision regarding which schools shall be designated low performing schools and which personnel shall be awarded performance incentives shall not be grievable.

Section 12. Miscellaneous Modifications

The Collective Bargaining Agreement shall be modified as follows:

- A. Leaves of Absence. Article VIII A 2 of the Collective Bargaining Agreement shall be modified to strike the words “1992-93, 1993-94, 1994-95 and 1995-96” and replace them with the words “1998-99, 1999-2000, and 2000-2001.”
- B. Supervisory Support Program. Article VII P shall be modified to reflect the following change to the preamble: “The Board and the CSA have agreed to provide resources” (instead of “to seek”). Article VII P 4 shall be modified as follows: “The inventors shall serve for four year renewable terms.”

Section 13. Pac Contributions

The Collective Bargaining Agreement shall be modified to include the following provision: Employees may elect to have voluntary contributions to a CSA Political Action Committee deducted from their paychecks. The Board will forward the funds to the CSA on the same basis as dues checkoff funds.

Section 14. Incorporation of Economic Agreement

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

Section 15. Approval of Agreements

This Agreement is subject to ratification by the CSA and adoption by the Board and enactment into law of legislation referred to in Section 7.

Section 16

In the event that any payment is not paid on the date due under this Agreement, such payment shall be retroactive to such due date.