

MEMORANDUM OF AGREEMENT ("The Agreement") entered into this 20th day of October, 2023 by and between the Council of School Supervisors and Administrators of the City of New York (the "CSA") and the Board of Education of the City School District of the City of New York (the "Board" or "Department") modifying the collective bargaining agreement between the Board and the Union that expired on January 28, 2023, as set forth more particularly below.

I. INTRODUCTION

The collective bargaining agreement between the Board and the Union, which expired on January 28, 2023, shall be succeeded by successor agreements that shall continue all their terms and conditions except as modified or amended below.

II. TERMS

The term of the successor agreement shall be from January 29, 2023, through March 29, 2028.

III. WAGES AND ECONOMICS

A. The general wage increases, effective as indicated, as customarily done, shall be:

- i. Effective on January 29, 2023, Employees shall receive a rate increase of 3%.
- ii. Effective on June 29, 2024, Employees shall receive a rate increase of 3%.
- iii. Effective on January 29, 2025, Employees shall receive a rate increase of 3%.
- iv. Effective on January 29, 2026, Employees shall receive a rate increase of 3.25%.
- v. Effective on January 29, 2027, Employees shall receive a rate increase of 3.50%.

B. In addition to the general increase described in Section 3a, Elementary and Junior High School principal salaries shall be adjusted effective July 29, 2026, consistent with Appendix A, attached hereto.

C. Ratification Bonus

A lump sum payment in the amount of \$3,000, 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 in active payroll status and in a title covered by the Agreement, as of the date of the ratification. Active payroll status shall be defined as being in active payroll status, military leave with pay and paid parental leave. Employees on terminal leave status shall not be eligible. In no event shall any employee receive greater than \$3,000. The ratification bonus shall be pensionable.

D. Annual Retention Payment

Full-time CSA represented employees shall receive an Annual Retention Payment according to the schedule below. The payment amount will be determined by the time worked from November 1st to October 31st of the Annual Retention Payment year (the "Look-Back Year").

Employees who worked less than full time and/or who were on payroll less than the full Look-Back Year shall receive a prorated Annual Payment provided they worked a minimum of 30 days during the Look-Back Year. Per-diem employees receive a pro rata amount provided they worked a minimum of 30 days in the Look-Back Year. The Annual Retention Payment will be issued as a lump-sum in a separate deposit on or about December 29th of each year to all eligible employees on active payroll as of November 1.

December 29, 2023 \$400.00

December 29, 2024 \$700.00

December 29, 2025 \$1,000.00

December 29, 2026 \$1,033.00

December 29, 2027 \$1,069.00

The annual payment shall be recurring and, effective on December 29, 2026, is subject to collective bargaining increases. Employees not on payroll on November 1 who return to payroll within three (3) years will receive the Annual Retention Payment on or about November 1 of the following year. Employees who do not return to payroll within three (3) years of an Annual Retention Payment date forfeits the payment. Paid Parental Leave is considered on payroll for the purpose of eligibility for the Annual Retention Payment. Employees who were on Paid Parental Leave during a Look-Back Year will receive their full entitlement. The Annual Payment shall be pensionable.

E. School Size Differential

Effective June 29, 2024, the school size differential in Article III section 4a shall be amended as set forth below.

ENROLLMENT	C.S.E.S Classes:	DIFFERENTIAL
700-899	35-39	\$2,250
900-1199	40-44	\$3,500
1200-1999	45+	\$5,000
2000+		\$6,750

F. Summer School Differential

Effective June 29, 2024, the Summer School Differential in Article III Section 7 shall be increased to \$5,620.

- G. Effective upon ratification, the \$762 existing annuity fund contribution shall be eliminated. The annuity fund payment scheduled for December 2023 shall not be remitted to the CSA.

IV. REMOTE WORK

A. June Chancellor's Conference Day

The Chancellor's Conference Day in June shall be a remote workday for all CSA represented employees.

B. School-Based Employees

The parties recognize that supervisors play a vital role as instructional leaders and pedagogical heads of the schools and are responsible for ensuring the presence of appropriate supervisory coverage when students are present.

School-based 10-month assistant principals and "supervisors of" may work one (1) day remotely per month to be used during the months of October through May, with supervisory approval, subject to the eligibility criteria herein.

Twelve-month assistant principals, principals and "supervisors of" may work one (1) day remotely per month to be used during the months of October through May, with supervisory approval, subject to the eligibility criteria herein.

Remote workdays may not carry over from month-to-month and in the event a remote workday is not utilized it shall be forfeited.

During the months of October through May, employees shall request remote days, in writing, as soon as possible but no later than ten (10) school days prior to the requested date(s). Supervisors shall respond to requests for remote days in writing within five (5) school days of receipt of the employee's request. Supervisory approval shall not be unreasonably denied however in the event

an employee's requested date is not approved, within two school days of the denial, the supervisor and employee may identify an alternative day for remote work within the month.

During July and August, principals, 12-month assistant principals, and 12-month "supervisors of" without direct summer school supervisory responsibilities on a particular summer school day may work up to 2 days per week remotely with supervisory approval, subject to the following eligibility criteria.

C. Non-School Based Employees

Education Administrators, CSE Chairpersons, and all other CSA represented non-school based employees may work up to 2 days per week remotely with supervisory approval, subject to the following eligibility criteria.

D. Terms and Conditions

The following shall apply to all CSA-represented titles.

1. Term and Frequency

The three (3) year Pilot shall run from 2023-2024 through 2025-2026 school years and shall automatically renew for an additional one (1) year period if both parties mutually agree by April 1, 2026.

2. Eligibility and Criteria

Employees in titles represented by the CSA may be eligible to participate in the Pilot if they meet the following criteria:

- Employee must be deemed to have satisfactory, highly effective, effective or developing performance based on their most recent annual performance evaluation. If the employee has not been evaluated within the last 12 months, their performance will be presumptively deemed satisfactory;
- Employee's job function does not require a continued presence at the job location;
- There will be no reduction in services provided to the public;
- Additional work will not be generated for co-workers due to the employee working remotely;
- There will not be an impact on the Board's ability to train and develop employees as a result of remote work.

Lists of employees deemed eligible for remote work will be shared with CSA for review prior to implementation. CSA may request a labor-management meeting with the Board to discuss the eligibility lists.

The Board will issue remote work guidelines consistent with the terms of this Agreement in an effort to ensure that this Pilot is implemented in a consistent and equitable manner.

3. General Provisions

Employee participation in the Pilot is strictly voluntary.

Eligible employees who volunteer to work remotely will need to acknowledge that they have read and understand the details regarding their remote work assignment.

An employee's remote work location must be approved by the Chancellor or designee.

An employee may be required to return to the office based on operational need, if directed by Management.

The Board may restrict an employee's use of flex time on remote workdays.

Employees shall be responsible for all costs associated with remote work, including but not limited to electronic devices and internet, however, the Board is strongly encouraged to provide equipment where possible.

Employees must adhere to all applicable Board rules, policies and guidelines, including for the approval of overtime, while working remotely.

4. Appeals and Termination

If an employee's title has been deemed eligible for remote work by the Board, but they are denied remote work, the employee may request reconsideration by the Chancellor or designee. If there is a meeting between the Board and employee, the employee may bring union representation.

If there is a dispute involving the exclusion of an entire group of employees or titles within a particular office or program, CSA may request a labor-management meeting with representatives from the Board.

The decisions of the Board shall be final and not grievable in any forum. However, the union retains the right to grieve alleged violations concerning the processes outlined in this Agreement.

The Board may terminate an individual employee's remote work agreement upon one (1) week's written notice, or upon 24 hours written notice in the case of an emergency.

Revocation of an individual employee's remote work agreement shall not be considered discipline.

Either party may terminate this Pilot upon thirty (30) days written notice, which will trigger a Labor-Management meeting at the request of either party.

5. Labor-Management Meetings

In an effort to ensure the smooth implementation of the Agreement, the parties agree to meet within one (1) month of the initial rollout and at least once every three (3) months thereafter (or sooner if mutually agreed) to review the Agreement. Any extension or modifications to the terms of this Pilot must be mutually agreed to by the parties.

The parties also agree to continue meeting to discuss alternative work flexibility measures for those employees whose job functions are not eligible for remote work.

6. Employee Acknowledgement

Employees will be asked to sign an employee acknowledgment with the following language:

- Aside from specific modifications required to allow for remote work, all other terms and conditions of employment will continue to apply;
- I must be available during my scheduled hours in accordance with the prescribed communication methods and must maintain regular contact with my colleagues, supervisors and/or subordinates as I would in the traditional office location while working remotely;
- I must adhere to all applicable Board rules, policies and guidelines, including for the approval of overtime, while working remotely.
- If a meeting at the traditional work location requires my physical presence on a regularly scheduled remote workday, I will receive advance notice from my supervisor and am required to report as requested;
- I understand that I may be required to return to the office based on operational need, if directed by Management.
- I am not to perform personal errands, tasks, dependent care duties, etc., on Board time while working remotely;
- The cost, upkeep, maintenance and repair of any personal equipment used for Board purposes will be solely my responsibility;
- I am required to maintain the security of any and all Board documents, data and information (electronic or otherwise) and must continue to follow prescribed IT policies at all times, including privacy, cyber and information security procedures and protocols;
- All remote work should be performed at the designated alternate work location specified in this document;
- In designing my workspace, I should apply the provided guidelines for an appropriate workspace at my alternate work location and ensure that appropriate, ergonomic equipment, which is in good working condition, is utilized while performing job functions.
- The Board may terminate this remote work acknowledgment upon one (1) week's written notice or upon 24 hours written notice in the case of an emergency.
- Revocation of my remote work assignment shall not be considered discipline.

V. VIRTUAL LEARNING

A. Goals

1. Become the first major public-school system to develop, implement and expand high-quality virtual learning programs for instruction and related services, for all students who choose this option.
2. Assist students in achieving their highest potential academically, socially and emotionally and prepare them for post-secondary success.

3. Develop and scale virtual instructional and related services opportunities for eligible students that best meet the needs of students and families and create access for-eligible students via virtual learning and hybrid scheduling.

4. Create new and attractive professional experiences, career opportunities and/or alternative schedules for pedagogues and school-based supervisors within existing contractual rules (except where explicitly modified herein).

B. General Rules

1. All virtual teaching assignments shall be posted. No Assistant Principal Supervision will be involuntarily assigned to teach a virtual class, or supervise a virtual class beyond their contractual work day.

2. Virtual instruction periods may combine synchronous, asynchronous and small group instruction (breakout).

3. All students participating in virtual learning will be part of a class and school.

4. All participating staff will be provided with pre-assignment and on-going training.

5. Virtual learning classes and related services shall be provided on a Board approved platform.

6. All virtual classes and related services shall be compliant with current SED regulations, IEP mandates and Board academic policy.

C. Virtual Labor Management Committee

1. The parties recognize that the development and implementation of high-quality virtual learning programs for instruction and related services will present challenges and great opportunities for students. To address these challenges and great opportunities, a Virtual Labor Management Committee ("VLMC") shall be established to collaboratively review and discuss the implementation of the School-Level Virtual Learning and Virtual Related Service Programs.

2. The VLMC shall consist of an equal number of representatives from the CSA and the Board. CSA representatives shall be appointed by the CSA President. Board representatives shall be appointed by the Chancellor.

3. The VLMC shall review and discuss the implementation of the school-level virtual learning programs including (i) participating schools; (ii) the impact on supervisory responsibilities; (iii) professional learning; (iv) teaching opportunities for CSA-represented titles; (v) technology and digital platforms; (vi) the scope and scaling of the Central Virtual Learning Program; (vii) conflicts between this agreement and existing contractual provisions and agreements; and (viii) the eligibility criteria for selection, and any changes thereto, and the selection of the initial set of schools that participate in the virtual learning program.

4. If the issues in Section C3 are not resolved by the VLMC, they shall be escalated to the Chancellor and CSA President for resolution.

5. The school-level virtual learning program shall be implemented according to the following schedule:

i. 2023-2024 school year up to 25% of high schools and high school grades in 6-12 schools;

ii. 2024-2025 school year up to 50% of high schools and high school grades in 6-12 schools;

iii. 2025-2026 school year up to 75% of high schools and high school grades in 6-12 schools and 25% of middle schools and middle school grades in 6-12 schools; and

iv. 2026-2027 school year up to 100% of high school and high school grades in 6-12 schools and 50% of middle schools and middle school grades in 6-12 schools.

6. The VLMC shall meet monthly, and more if necessary.

7. Any issues raised in consultation at the district level, or borough for high schools, related to virtual learning that are not resolved, shall be escalated to the VLMC. The Union may bring grievances as outlined below:

i. Within 30 days of ratification the parties shall select two arbitrators. The arbitrators shall rotate.

ii. The arbitrator shall convene a hearing as soon as possible, but no later than five days after the submission of the grievance. The arbitrator shall issue an expedited non-precedential award within five school days of the hearing. The parties shall share in the costs of these services.

iii. Grievable topics under this process shall include:

1. Failure to offer the required professional development

2. Failure to abide by the AP teaching assignment postings or postings with modified supervisory schedule

3. Unilateral changes to the posting template and/or school selection criteria

4. Failure to adhere to the number of schools set forth in Section C5

5. Selection of schools based on the established criteria.

iv. Nothing contained herein is meant to limit in any way the Union's and/or Union represented employee's right to file a grievance.

D. Central Virtual Learning Program

1. Full Time Virtual Supervisors

i. Supervisors may apply to central level postings for virtual supervisory assignments.

- ii. Postings may modify the contractual workday and/or work week to allow for alternative schedules that include evening and/or weekend classes, e.g. Four-day school week or Sunday-Thursday or Wednesday-Sunday schedule.
- iii. Supervisors may not work more or less than the contractual workday or work week.

2. The Board may post and fill pro rata Central Virtual Learning Program supervisory assignments consistent with the parties' agreements.

E. School Based Virtual Learning Program

1. Schools interested in participating in the school-based Virtual Learning Program will submit a proposal that shall be discussed by the VLMC and decided by the Board according to the criteria developed by the VLMC. Selected schools shall participate for one school year. Schools that wish to continue shall request approval to do so no later than April 1st. Should factors outside of the criteria lead the Board to refuse a school's continued participation, that decision will be discussed with the VLMC.

2. No Assistant Principal Supervision shall be involuntarily assigned to a teaching assignment.

3. Virtual Teaching Assignments

- i. No Assistant Principal Supervision shall be involuntarily assigned to a virtual teaching period.
- ii. Assistant Principals Supervision shall apply to a school-level posting for virtual teaching assignments that would be part of their regular program during the workday.

4. Modified Schedule Assignment.

- i. Assistant Principals Supervision shall apply to a school-level posting for virtual supervisory assignments that modify the contractual workday and/or work week to allow for alternative schedules that include evening and/or weekend classes, e.g., Four Day School Week or Sunday-Thursday or Wednesday-Sunday schedule.
- ii. No Assistant Principal Supervision shall be involuntarily assigned to supervise a modified schedule outside of their normal contractual workday.
- iii. The program shall be compliant with the contract and school-based supervisors shall not work more or less than the contractual workday and/or work week.

5. The Board will post and fill pro rata School-Based Virtual Supervisory Assignments consistent with the parties' current agreements.

F. Virtual Related Service Program

1. The Board may post alternative, flexible schedules that include evenings and/or weekends and sessions that start earlier than 8am and/or end after 4pm. Clinical supervisors shall not work more or less than the contractual workday or work week. A flexible schedule may consist of:

- i. Delayed or early start (e.g., starting and ending 2 hours before or after the normal school day)
- ii. Evenings
- iii. Weekends

VI. SCHOOL HOLIDAYS

The parties agree to amend section 9 of the 2014 MOA as follows:

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.

For the duration of the remote work pilot, principals and 12-month APs may work remotely up to three (3) days per year during school holiday periods when their school is not in session and can work no more than one day remotely per month between October and May. The remote day(s) shall not be unreasonably denied and any day(s) that are remote shall count against the one remote work day per month as described herein. Any 12-month school based employee that utilizes this provision will defer up to three annual leave day(s) to another date within their work year. 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.

VII. LABOR MANAGEMENT COMMITTEE

The CSA and the Board shall establish a Joint-Labor Management Committee, with an equal number of representatives appointed by the CSA President and the Chancellor, which shall meet a minimum of once per term to discuss issues related to (i) Programming; (ii) Assessments; (iii) Graduation Criteria for students enrolled in Transfer schools; and (iv) Student Pathways Initiative.

VIII. SICK, PERSONAL AND OTHER LEAVE TIME

Bereavement

Employees may delay bereavement leave, in whole or in part, to be taken at any point within three calendar months after the date of death of a covered family member provided that the delayed bereavement leave is in connection with a funeral or memorial service.

IX. INJURY IN THE LINE OF DUTY

CSA represented employees shall not be required to complete form OP200 as part of the Injury in the Line of Duty application process.

X. MEDICAL ARBITRATION

Independent medical evaluations will take place as expeditiously as possible following the request by the employee. The parties agree to meet to explore ways to add additional medical arbitrators to the rotating panel of doctors.

XI. PER SESSION

The parties agree to enter into the 2023 Side Letter re: Electronic Per Session Timekeeping:

The Board is committed to taking all reasonable steps necessary towards the creation of an electronic per session timekeeping platform with the goal of providing per session employees the ability to track per session hours from submission through approval and payment. This system may also automatically calculate and credit CAR time. The platform will be consistent with the collective bargaining agreements and applicable Chancellor's Regulations.

XII. INVESTIGATIONS BY THE CHANCELLOR

Upon request, an employee shall be notified in writing of the determination of an investigation conducted by the Board's Office of Special Investigations (OSI) or Office of Equal Opportunity (OEO).

XIII. ANNUAL LEAVE

The Department shall issue annual guidance as follows:

Principal Annual Leave Requests

Annual leave requests must be arranged mutually with the superintendent. Superintendents shall review annual leave requests and notify principals in writing of their determination within ten (10) school days of receiving the request.

Assistant Principal Annual Leave Requests

Annual leave requests must be arranged mutually with the principal. Principals shall review annual leave requests and notify assistant principals in writing of their determination within ten (10) school days of receiving the request.

XIV. SPACE

The Department shall issue annual guidance as follows:

At the beginning of each school year, the Board will issue guidance regarding space for the proper performance of CSA-represented employees' job duties.

XV. LABOR MANAGEMENT COMMITTEE REGARDING INVESTIGATIONS

The parties recognize that school-based supervisors are primarily responsible for the administrative and instructional program of their schools. The parties enter this agreement to formulate a Joint Labor Management Committee with the shared goal of reducing the number of school-based investigations where possible.

The CSA and the Board shall establish a Joint-Labor Management Committee, with an equal number of representatives appointed by the CSA President and the Chancellor, which shall meet monthly to focus exclusively on (i) strategies to streamline school-based investigations; (ii) ways to reduce the impact on school-based supervisors; and (iii) recommendations regarding which investigations should be referred to schools for investigation or remain with the Office of Special Investigations. The Joint Labor Management Committee will share its initial set of recommendations to the Chancellor and CSA President by or before March 1, 2024. Thereafter, the Committee will report its findings and recommendations to the Chancellor and CSA President on a semi-annual basis, at the commencement of each school term, by October 1st and March 1st.

XVI. EDUCATION ADMINISTRATORS

A. Timekeeper

All Education Administrators shall be provided with the name and contact information for the employee responsible for maintaining their timekeeping at the beginning of the school year. If the employee responsible for timekeeping changes, impacted Education Administrators shall be notified of new employees responsible for timekeeping as soon as practicable.

B. Assignments

Where the duties and responsibilities of an Education Administrator requires multiple work sites, the Board will consider geographic compactness in making those assignments. If an Education Administrator believes that geographic compactness has not been considered, the Education Administrator may ask their immediate supervisor for an explanation of how their assignment was determined. The assignment is not subject to the grievance process.

C. Reorganization

If there is a school system or central reorganization that affects Education Administrators, the CSA shall be notified within 30 calendar days prior to the effective date of the reorganization.

D. Labor Management Committee Regarding Redeployment

The parties recognize the importance of all staff serving school communities during an emergency. The parties enter this agreement to formulate a Joint Labor Management Committee with the shared goal of discussing the process for the redeployment of Education Administrators to schools to supervise staff and/or students in the event of a systemwide staffing or other emergency.

XVII. DIGITAL CLASSROOM

A. General Terms.

This Section applies to any Assistant Principal Supervision that is assigned as the teacher of record for a class and responsible for teaching the class(es) as part of their regular duties and responsibilities.

B. Digital Classroom Setup.

1. Between the first day of reporting to school and the last school day in September all assistant principals covered by this section shall set up their digital classrooms using an approved DOE platform. Digital classrooms must link to all assigned students and include the necessary materials for the first day of an emergency closure.
2. Covered assistant principals shall not be required to upload any additional content (other than what is required above) to these classrooms more than 24 hours prior to any closure. This provision is not intended to limit any pre-COVID practices regarding communications to students or parents.
3. Covered assistant principals on payroll as of September 30 shall be paid \$225.00 via supplemental check on or about October 31 for set up of digital classroom(s) as described in this section.
4. Eligible assistant principals placed on payroll after payment date referenced in section "3" above may submit standard timekeeping documentation to receive the compensation in item "3" above.

C. Use:

- a. The digital classroom shall only be required for the following:
 - (1) to conduct remote parent-teacher conferences;
 - (2) to conduct synchronous instruction on snow days and in the case of health or other emergency closures whereby an entire classroom or entire school is closed for in-person learning;
 - (3) virtual teaching;

- (4) parent engagement;
- (5) remote faculty and/or grade conferences; or
- (6) any additional uses as agreed upon by the parties.

b. Employees will not be required to use digital classrooms:

- i. to provide regular instruction for individual students who are absent.
- ii. to create digital bulletin boards, newsletters, or any other type of regular, ongoing communication with students and families.

c. Covered assistant principals will not be required to upload lesson plans to digital classrooms.

D. Parameters:

a. School Closure: In the event of a school or system closure due to a health-related or other emergency closures, covered assistant principals will engage students via remote synchronous instruction.

(1) Covered assistant principals shall only be required to share content via these classrooms that is necessary to effectively engage students and provide instruction during the emergency closure. As is the case in physical classrooms, covered assistant principals shall have professional discretion regarding lesson planning.

(2) Providing instruction in a digital environment may parallel instruction in a physical environment.

XVIII. APPR

Effective for the 2024-25 school year, the parties agree to a one-year pilot as follows:

A. Executive Director with a supervisory license who was formerly a Superintendent, Deputy Superintendent, Executive Superintendent or Principal, to conduct one (1) Principal Performance Observation for a principal rated Highly Effective or Effective on the 2023-24 MOLP. In the event that an Executive Director confers any ratings on Domains/Dimensions observed below Highly Effective or Effective, the Superintendent must conduct a review process to confirm and approve the Executive Director's assessment.

B. Effective for the 2024-25 school year, principals will receive written feedback in the form of evidence within thirty (30) days following a statutory PPO visit.

C. In conjunction with the written feedback, evaluators shall complete the four tables below and include them in the feedback and next steps:

- Observed MPPR Domain-Dimensions Rated "Highly-Effective"
- Observed MPPR Domain-Dimensions Rated "Effective "
- Observed MPPR Domain-Dimensions Rated "Developing "

- Observed MPPR Domain-Dimensions Rated “Ineffective”

D. The APPR Committee will meet quarterly to review and discuss any issues related to this pilot

This pilot will expire at the end of 2024-2025 school year unless the parties agree in writing to extend.

XIX. MISCELLANEOUS

Nothing in this Agreement shall constitute a waiver or modification of any provision of any memorandum of agreement, collective bargaining agreement, letter or other agreement or practice between the Department and CSA except as expressly set forth herein.

In the event any inconsistency exists between the terms contained in this Agreement and the expired collective bargaining agreements, this Agreement shall be determinative.


XX. RATIFICATION

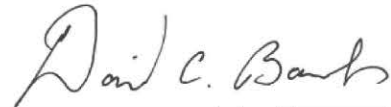
This Agreement is subject to ratification by the Union, and adoption by the Board of Education for the City School District of the City of New York.

XXI. 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.

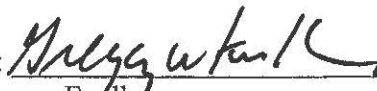
FOR THE CITY OF NEW YORK

BY: 
Renee Campion
Commissioner of Labor Relations

BY: 
David C. Banks
Chancellor
Board of Education for the City School
District of the City of New York

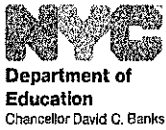
FOR COUNCIL OF SCHOOL
SUPERVISORS AND
ADMINISTRATORS

BY: 
Henry Rubio
President

BY: 
Gregory Faulkner
Chairperson
Board of Education for the City School
District of the City of New York

APPENDIX A

Principal salary schedule:								
Elementary	9/23/2021	1/29/2023	1/29/2024	1/29/2025	1/29/2026	7/29/2026	1/29/2027	
		3%	3%	3%	3.25%		3.50%	
							added 7/29/2026	
5	\$164,690	\$169,631	\$174,720	\$179,962	\$185,811	\$191,311	\$198,007	\$5,500
4	\$164,690	\$169,631	\$174,720	\$179,962	\$185,811	\$191,311	\$198,007	\$5,500
3	\$162,839	\$167,724	\$172,756	\$177,939	\$183,722	\$187,572	\$194,137	\$3,850 70%
2	\$161,243	\$166,080	\$171,062	\$176,194	\$181,920	\$184,670	\$191,133	\$2,750 50%
1	\$159,740	\$164,532	\$169,468	\$174,552	\$180,225	\$181,875	\$188,241	\$1,650 30%
	9/23/2021	1/29/2023	1/29/2024	1/29/2025	1/29/2026	7/29/2026	1/29/2027	
JHS		3%	3%	3%	3.25%		3.50%	
							added 7/29/2026	
5	\$169,330	\$174,410	\$179,642	\$185,031	\$191,045	\$193,745	\$200,526	\$2,700
4	\$169,330	\$174,410	\$179,642	\$185,031	\$191,045	\$193,745	\$200,526	\$2,700
3	\$166,837	\$171,842	\$176,997	\$182,307	\$188,232	\$190,122	\$196,776	\$1,890 70%
2	\$165,654	\$170,624	\$175,743	\$181,015	\$186,898	\$188,248	\$194,837	\$1,350 50%
1	\$164,221	\$169,148	\$174,222	\$179,449	\$185,281	\$186,091	\$192,604	\$810 30%



October 20, 2023

David Grandwetter
General Counsel
Council of School Supervisors and Administrators
40 Rector Street
New York, NY 10007

Re: EA Cybershift Transition

Dear David:

The Department of Education has commenced a project to move timekeeping for Education Administrators ("EA") from the current paper-based process to the online Cybershift system. This change will help make time entry and record-keeping more efficient, accessible, and accurate going forward.

As discussed, current practices and functionalities on Cybershift will apply including:

- 1) EAs will not be required to swipe in or out with their timecard.
- 2) EAs will enter their time and attendance into the Cybershift system twice per month (once per pay cycle) and will not be required to enter information on a daily basis.
- 3) In the event of a timekeeping discrepancy, EAs will be notified in writing, by their supervisor.
- 4) EAs will receive email notifications regarding time and attendance entry deadlines, prior to submission deadlines for each pay cycle.
- 5) After the close of the pay cycle, in the event an EA does not enter their time for a particular day, the Cybershift system will automatically default the omitted day to an annual leave day; If an EA does not have annual leave days, the day will be entered as an unauthorized absence.
- 6) All EAs will receive requisite training on the Cybershift system prior to being transitioned onto the platform.

As part of this process, the Department is taking the opportunity to review past paper records to ensure they are complete and current. In the coming months, Human Resources will be asked to complete these reviews and, as part of this effort, may contact individual employees if further information is needed. The CSA and Department will work together to facilitate this transition with the goal of completing this transition by January 2024.

EAs should continue to document and report their time as they have been. We will continue to update you on the timeline for this transition as we move forward.

Sincerely,

Kim Moore-Ward
Chief Executive for Labor Policy

October 20, 2023

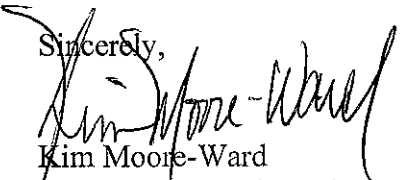
David Grandwetter
General Counsel
Council of School Supervisors and Administrators
40 Rector Street
New York, NY 10007

Dear David:

The Department shall provide annual guidance to superintendents prior to the start of each school year on the following topics:

1. APPR: PPR Field Guide
2. Per Session Approval
3. Work During Holiday/Vacation Periods
4. Principal and Assistant Principal Hours
5. Superintendent Monthly Meetings
6. Funding for Basic Instructional Supplies
7. Elementary school dismissal
8. School-Based Committee Obligations
9. DOE Mandated Trainings
10. Election Day

Sincerely,


Kim Moore-Ward
Chief Executive for Labor Policy

October 20, 2023

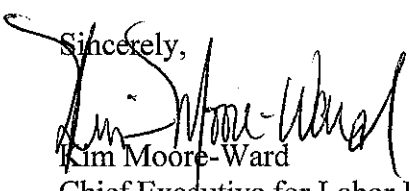
David Grandwetter
General Counsel
Council of School Supervisors and Administrators
40 Rector Street
New York, NY 10007

Dear David:

The Department agrees that, at this time, it will create and fill one (1) Principal Assigned (High School) position that shall be assigned to the Central Virtual Learning Program and work under the direction of the Executive Director or comparable title.

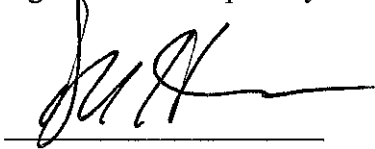
The CSA agrees that the Union Initiated demand for arbitration dated October 12, 2023 regarding Pro Rata Pay for CSA Supervisors of the Virtual Learning Classrooms Program shall be withdrawn with prejudice except that CSA may advance that part of its claim that the Department violated the Stipulation of Settlement (AAA: 01-0002-9469) with respect to school-based virtual pro rata assignments and both parties reserve all claims and arguments with respect to any claim regarding exclusivity of supervisory assignments.

Sincerely,


Kim Moore-Ward

Chief Executive for Labor Policy

Agreed and Accepted by:



Dated: _____

10/20/23

For CSA



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner

Daniel Pollak
First Deputy Commissioner

Nicole Andrade
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Strategy

Georgette Gestely
Director, Employee Benefits Program

October 20, 2023

Henry Rubio
President
Council of Supervisors and Administrators
40 Rector Street
New York, New York 10006

Dear Mr. Rubio,

This is to confirm our mutual understanding that the parties will meet to discuss the final calculation for the number of CSES classes included in the school size differential calculation. The parties will mutually agree on how to spend any remaining funding that may be available as a result of this reconciliation.

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

Sincerely,

Renee Campion
Commissioner

FOR CSA:

Henry Rubio
President