

MEMORANDUM OF AGREEMENT (the “MOA” or “Agreement”) entered into this 1st day of May by and between the Board of Education of the City School District of the City of New York (the “Board”) and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the “Union”) modifying certain collective bargaining agreements between the Board and the Union that expired on October 31, 2009, as set forth more particularly below.

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

1. INTRODUCTION

The collective bargaining agreements between the Board and the Union which expired on October 31, 2009, covering the titles and/or bargaining units set forth in paragraph 3, below, shall be replaced by successor agreements that shall continue all their terms and conditions except as modified or amended below.

2. DURATION

The terms of the successor agreements shall be from November 1, 2009 through October 31, 2018.

3. WAGES

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. 2009-2011 Round –

Salaries and rates of pay as customarily done:

- i. 5/1/15: 2%
- ii. 5/1/16: 2%
- iii. 5/1/17: 2%
- iv. 5/1/18: 2%

C. Structured Retiree Claims Settlement Fund

Upon ratification, the City shall establish a Structured Retiree Claims Settlement Fund in the total amount of \$180 million to settle all claims by retirees who have retired between November 1, 2009 through June 30, 2014 concerning wage increases arising out of the 2009-2011 round of bargaining. The Fund will be distributed based upon an agreed upon formula.

D. Retirements after 6/30/14 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 2009-2011 Round and schedule for actives for those continuously employed as of the day of payout.

- i. 10/1/15 – 12.5%
- ii. 10/1/17 – 12.5%
- iii. 10/1/18 – 25%
- iv. 10/1/19 – 25%
- v. 10/1/20 – 25%

F. General Wage Increases

Salaries and rates of pay as customarily done:

- i. 5/1/13: 1%
- ii. 5/1/14: 1%
- iii. 5/1/15: 1%
- iv. 5/1/16: 1.5%
- v. 5/1/17: 2.5%
- vi. 5/1/18: 3%

G. Entry Level Salary Schedule

- a. A joint labor-management committee shall be established to discuss increases to the entry level steps on the salary schedule for the pedagogues and increases for physical therapist, hearing officers (Per Session), nurses, and occupational therapist titles.
- b. A fund in the amount of \$20 million shall be established for these purposes.

H. Healthcare Savings

- a. The UFT and the City/DOE agree the UFT will exercise its best efforts to have the MLC agree to the following:
 - i. for fiscal year 2015 (July 1, 2014-June 30, 2015), there shall be \$400 million in savings on a citywide basis in health care costs in the NYC health care program.
 - ii. for fiscal year 2016 (July 1, 2015-June 30, 2016), there shall be \$700 million in savings on a citywide basis in health care costs in the NYC health care program.
 - iii. for fiscal year 2017 (July 1, 2016-June 30, 2017), there shall be \$1 billion in savings on a citywide basis in health care costs in the NYC health care program.
 - iv. for fiscal year 2018 (July 1, 2017-June 30, 2018), there shall be \$1.3 billion in savings on a citywide basis in health care costs in the NYC health care program.
 - v. for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis.
 - vi. The parties agree that the above savings to be achieved on a Citywide basis are a material term of this agreement.
 - vii. In the event the MLC does not agree to the above citywide targets, the arbitrator shall determine the UFT's proportional share of the savings target and, absent an agreement by these parties, shall implement the process for the satisfaction of these savings targets.
 - viii. Stabilization Fund: (1) Effective July 1, 2014, the Stabilization Fund shall convey \$1 billion to the City of New York to be used in support of the pro rata funding of this agreement. (2) Commencing on July 1, 2014, \$200 million from the Stabilization Fund shall be made available per year to pay for ongoing programs (such as \$65 welfare fund contribution, PICA payments, budget relief). In the event the MLC does not agree to provide the funds specified in this paragraph, the arbitrator shall determine the UFT's proportional share of the Stabilization Fund monies required to be paid under this paragraph.

I. Dispute resolution regarding paragraph H.

- a. In the event of any dispute, 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. The parties shall meet and confer to select and retain an impartial health care actuary. If the parties are unable to agree, 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.

J. Covered Titles and Rates of Pay

The increases pursuant to B and F above and lump sum payments pursuant to E above cover the following titles and rates of pay:

- 1. Teacher
- 2. Teacher's Assistant
- 3. Teacher Aide
- 4. Educational Assistant
- 5. Educational Assistant A – I
- 6. Educational Assistant A – II
- 7. Educational Assistant B
- 8. Educational Associate
- 9. Auxiliary Trainer
- 10. Bilingual Professional Assistant
- 11. Guidance Counselor
- 12. School Psychologist and School Social Worker and related titles
- 13. School Secretary and related titles

14. Laboratory Specialist and Technician
15. Mental Health Worker
16. Attendance Teacher
17. Bilingual Teacher in School and Community Relations
18. Education Administrator
19. Education Analyst/Officer
20. Associate Education Analyst/Officer
21. School Medical Inspector
22. Director and Assistant Director of Alcohol and Substance Abuse Programs
23. Registered Nurse, Occupational Therapist, Physical Therapist and related titles
24. Supervising Nurse, Supervising Physical Therapist and Supervising Occupational Therapist
25. Supervisor of School Security
26. Adult Education Teacher
27. Sign Language Interpreter
28. Occasional Per Diem Teacher
29. Occasional Per Diem Secretary
30. Occasional Per Diem Paraprofessional
31. Educational Associate A
32. Auxiliary Trainer A
33. Educational Associate B
34. Auxiliary Trainer B
35. Per Session Rate
36. Coverage Rate

- 37. Shortage Rate
- 38. Daily Training Rate
- 39. Staff Development Rate
- 40. Lead Teacher Differential
- 41. Hearing Officer (Per Session)

All longevities, step increments, differentials and other rates of pay not otherwise covered in Appendix A or elsewhere in this Agreement shall be increased as customarily done in a manner consistent with the increases set forth in paragraphs B, E and F above, unless explicitly excepted.

- K. Any disputes arising under this section 3 of this Agreement shall be determined by Martin F. Scheinman. The parties shall share the costs of his services.

4. PAPERWORK

Article 7R of the collective bargaining agreement covering teachers shall be amended to add the following:

Curriculum

The Board of Education (DOE) agrees to provide teachers with either a year-long or semester long Curriculum that is aligned with State Standards in all Core Subjects.

Curriculum is defined as:

- a) a list of content and topics;
- b) scope and sequence; and
- c) a list of what students are expected to know and be able to do after studying each topic.

Core Subjects are defined as follows: Math (including, but not limited to, Algebra and Geometry), Social Studies, English Language Arts, Science (including, but not limited to, General Science, Biology, Earth Science, Chemistry and Physics), Foreign Languages and other subject areas named by the DOE and shared with the UFT. It is understood that the DOE's obligation to provide curriculum shall extend to Core courses that may be electives.

It is further understood by both parties that there are instances where teachers may want to participate in the development of curriculum. Such instances include, but are not limited to, the creation of new themed schools or programs within a

school, or where a teacher or group of teachers wishes to create or help create a set of lessons around a particular theme or subject, where approved by the principal. Nothing in this agreement is intended to prohibit voluntary collaboration or work by teachers and other school staff on curriculum.

However, if there is a specific request by the DOE or a school administrator for a teacher or teachers to write curriculum, then the teacher(s) must be given sufficient time during the work day to do so, in accordance with provisions of the collective bargaining agreement or given sufficient time after school, in accordance with the provisions of the collective bargaining agreement pertaining to Per Session.

The failure to provide curriculum as defined above shall be subject to the grievance and arbitration procedures set forth in Article Twenty-Two of the collective bargaining agreement. However, such grievances shall be strictly limited to whether a curriculum, as defined above, was provided. The sufficiency and quality of the curriculum provided shall not be grievable.

Paperwork Reduction

The following shall replace Article 8I of the collective bargaining agreement covering teachers and shall be added to the other UFT-BOE collective bargaining agreements:

A Central Paperwork Committee (the "Central Committee") will convene within 30 days of the ratification of this agreement by the UFT. The Central Committee will be made up of an equal number of representatives appointed by the UFT President and the Chancellor. The representatives appointed by the Chancellor will include someone from the office of the Deputy Chancellor for Teaching and Learning. The Central Committee will meet at least monthly, on the first Wednesday of the month or at a mutually agreeable time, to review system-wide paperwork issues (whether paper or electronic), including, but not limited to, the requests for data in connection with the Quality Review process. The Central Committee will also establish, subject to agreement by the Chancellor and the UFT President, system-wide standards for the reduction and elimination of unnecessary paperwork ("System-wide Standards"). Should the Central Committee fail to establish System-wide Standards approved by the Chancellor within 60 days of their first meeting, either the UFT or the Board (DOE) may request the assistance of a member of the Fact-Finding Panel of Martin F. Scheinman, Howard Edelman and Mark Grossman, or another mutually agreeable neutral, to help facilitate the Central Committee's discussions. Should the intervention of a neutral not result in an agreement by the Central Committee approved by the Chancellor within 60 days of the neutral's involvement, the DOE and UFT 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.

Once the System-wide Standards have been established they will be distributed to all schools and key stakeholders (including SLT Chairpersons, PA/PTA Presidents, UFT Chapter Leaders, UFT District Representatives, District Superintendents and CSA Representatives). Thereafter, District/High School Superintendency Paperwork Committees (“District Committees”) shall be established in each community school district and high school superintendency. The District Committees shall meet monthly, at a regularly scheduled time, for the purpose of addressing paperwork issues (whether paper or electronic) at the school level and to ensure the system-wide standards are being implemented properly in schools. These District Committees will be made up of an equal number of representatives appointed by the UFT President and the Chancellor. The representatives appointed by the Chancellor shall include the District/High School Superintendent or his/her designee.

Employees (including those in functional chapters) may request that their Chapter Leader raise school-specific paperwork issues (whether paper or electronic) before the District Committee. Subject to approval by the Chancellor, if a District Committee agrees on the resolution of the paperwork issue, the resolution shall be enforced by the District or High School Superintendent. In the event that a District Committee cannot agree on the resolution of an issue raised by a Chapter Leader of an individual school, the District Committee shall refer the issue to the Central Committee for review. Subject to approval by the Chancellor, if the Central Committee agrees on the resolution of an issue raised by a Chapter Leader, the resolution shall be enforced by the District or High School Superintendent.

For alleged violations of the System-wide Standards the UFT may file a grievance, in accordance with the grievance and arbitration procedures set forth in Article 22 of the collective bargaining agreement. It is understood that, prior to a grievance being filed, the paperwork issues shall go through the committee process as described above. Such grievances shall be filed directly with the DOE’s Office of Labor Relations (“OLR”), which may be scheduled for arbitration within 20 days of notice to OLR. The parties shall negotiate pre-arbitration hearing procedures so that each party is aware of the allegations and defenses being raised at the arbitration. All arbitration days shall be part of the existing number of days as set forth in the CBA (as modified by this Agreement). An arbitrator may hear up to three (3) paperwork grievances on each arbitration date. The arbitrator will issue a brief award that is final and binding upon the parties, within five (5) school days of the arbitration.

Unit Planning

Article 8E of the collective bargaining agreement covering teachers shall be amended to add the following:

A “Unit Plan,” also known as a “Curriculum Unit,” means a brief plan, by and for the use of the teacher, describing a related series of lesson plans and shall include:

(1) the topic/theme/duration; (2) essential question(s); (3) standard(s); (4) key student learning objectives; (5) sequence of key learning activities; (6) text(s) and materials to be used; and (7) assessment(s).

Teachers that are provided with a Curriculum (as defined in this agreement) have a professional responsibility to prepare Unit Plans. No teacher shall be required to prepare a Unit Plan for each curriculum unit, other than the attached, brief, one-page form agreed upon by the UFT and DOE, including teachers of multiple subjects for the same group of students (e.g., elementary school teachers, teachers of self-contained classes), who will include each subject taught on the attached one page form. Teachers shall not be required to prepare a Unit Plan in any format other than the attached form, agreed upon by the UFT and DOE.

A principal or supervisor may collect and/or copy a Teacher's Unit Plan provided that the principal/supervisor either (i) discusses the Unit Plan at the next professional conference (e.g. pre-observation or post-observation conference) pursuant to the observation cycle or as otherwise permitted by the parties' APPR plan, or (ii) uses the Unit Plan for professional learning (e.g., non-evaluative conferencing with the principal or other administrators) within 20 school days of the collection or copying, absent unforeseen and unusual circumstances.

5. WORKDAY

I. SINGLE SESSION SCHOOL

Article 6 of the Teachers' CBA shall be amended to add the following:

Detailed below are the terms for a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 6 in the 2007-2009 teachers' collective bargaining agreement and corresponding articles in other agreements.

The following shall apply to single session schools only. The parties have agreed to repurpose the 150 minutes per week of extended time in Article 6.A.2 and all faculty and grade conference time as set forth below:

A. Default Workday Configuration for Teachers:

Unless modified through a School Based Option ("SBO") pursuant to Article 8B of the Teachers' CBA, the following shall apply to Teachers in Single Session Schools:

1. The school day shall be 6 hours and 20 minutes Monday through Friday.

2. On Mondays and Tuesdays, the day shall start no earlier than 8 a.m. and end no later than 4:00 p.m. The parties have agreed to repurpose the 150 minutes per week of extended time and all faculty and grade conference time be used instead as follows:

a. On Mondays when school is in session there will be an 80-minute block of Professional Development immediately following the conclusion of the school day. Professional Development shall be collaboratively developed by a school based committee as set forth below in section B of this Article. If less than the entire 80-minute period is taken up by Professional Development activities, then the time will be utilized for Other Professional Work as set forth below.

b. On Tuesdays when school is in session there will be a 75-minute block immediately following the conclusion of the school day that consists of 40-minutes for Parent Engagement activities as set forth below in section C of this Article, immediately followed by a 35 minute block of time for Other Professional Work as set forth in Sec. D of this Article. If less than the entire 40-minute block of time is taken up by Parent Engagement activities, then the time will be utilized for Other Professional Work as set forth Section D of this Article.

3. On Wednesday through Friday, the day shall begin no earlier than 8 a.m. and end no later than 3:45 p.m.

4. On citywide professional development days the workday shall be 6 hours and 50 minutes.

B. Professional Development:

Each school (and program functioning as a school) shall form a School-Based Staff Development Committee (“SDC”). Such committee will include the Chapter Leader and consist of equal number of members selected by the Chapter Leader and the Principal, respectively. The SDC shall collaboratively review, consider and develop the school-based professional development that is offered during the Professional Development block to be relevant to all participating staff-members, supportive of pedagogical practices and programs at the school and reasonable to prepare and complete during the Professional Development block. The Principal shall review the SDC’s work but shall have final approval of Professional Development.

School and District and Functional Chapter Based Staff Development Committees, as described below and in corresponding agreements, shall each meet during the last clerical half day scheduled in June and/or a portion of the time during the workdays prior to the start of the instructional year when students are not in attendance, to begin their work regarding the upcoming and following school year's professional development. In addition, each may choose to also meet to continue their work during times when Other Professional Work, as defined herein, is appropriate.

It is recognized by the parties that some Professional Development activities will be appropriate for all staff and some will be most relevant to certain groups of staff members. Accordingly, schools are encouraged, where appropriate, to include differentiated professional development activities for groups or titles, including functional chapters, that is aligned to the groups' or titles' roles.

C. Parent Engagement:

Appropriate activities for the 40-minute Parent Engagement block are: face-to face meetings (individual or group) with parents or guardians; telephone conversations with parents or guardians; written correspondence including email with parents or guardians; creating newsletters; creating content for school/class websites and/or answering machines; preparing student report cards; preparing student progress reports, and preparing for any of the Parent Engagement activities listed herein. Teachers shall select from the activities listed to engage in during these blocks of time unless otherwise directed by the principal to another activity specified herein.

D. Other Professional Work:

Appropriate Other Professional Work for any period of time, during these specified blocks, during which Parent Engagement and/or Professional Development activities are not taking place are: collaborative planning; Lesson Study; Inquiry and review of student work; Measures of Student Learning ("MOSL")-related work; IEP related work (excluding IEP meetings); work with or related to computer systems/data entry; preparing and grading student assessments; mentoring; as well as responsibilities related to teacher leader duties for all individuals in Teacher Leadership Positions. Teachers shall select from the activities listed to engage in during these blocks of time unless otherwise

directed by the principal to another activity specified herein. In addition to the activities listed here, a teacher or a group of teachers may propose additional activities that may include working with a student or students for any portion of the school year, which requires approval by the principal. In addition, as provided for in Section I.B., an SDC may choose to also meet to continue its work during times when Other Professional Work is appropriate.

There will be one (1) or two (2) periods of time during the school year, based upon a school's MOSL selections, one in the Fall and one in the Spring, each of which shall be a minimum of 6 weeks in duration, that will be designated as "MOSL windows" for the entire school district by the DOE. The 6 week time periods need not be consecutive weeks. During these "MOSL windows" teachers shall be permitted to devote as much time as necessary during the entire Parent Engagement periods of time to perform MOSL related work. Should teachers not have the need to do MOSL related work during the MOSL window, they shall engage in either Parent Engagement or Other Professional Work as set forth herein.

E. Evening Parent-Teacher Conferences:

1. The two (2) existing afternoon Parent-Teacher Conferences shall be unchanged.
2. The two (2) existing evening Parent-Teacher Conferences shall be unchanged except that they shall be three (3) hours long.
3. There shall be two (2) additional evening Parent-Teacher Conferences. Each additional conference shall be three (3) hours long. Such conference time, together with a portion of the Tuesday activities block, shall replace all existing faculty and grade/department conferences as designated in the By-Laws and collective bargaining agreement.
4. The four (4) evening Parent-Teacher Conferences shall be held in September, November, March and May, respectively on dates to be determined by the DOE. All conferences shall begin no earlier than 4:30 p.m. and end no later than 8:00 pm.
5. The September conference shall not be a traditional Parent-Teacher Conference but rather used for an alternative event using one of the following formats as determined by the school Principal and Chapter Leader in consultation with the School Leadership Team ("SLT"): Curriculum Night; Meet the Staff Night; Common

Core or other training for Parents Night, or another non-traditional format mutually agreed upon by the Principal and Chapter Leader in consultation with the SLT. Should the principal and Chapter Leader not agree on a format, the default format for the September Conference shall be “Meet the Staff” night. It is understood that in schools which had previously exchanged faculty conference time for an evening event, those events are subsumed within the four (4) evening Parent-Teacher Conferences.

6. All existing rules, regulations and procedures regarding Parent Teacher Conferences continue to apply unless specifically modified herein.

F. School-Based Options (“SBO”):

In addition to the above described default schedule, the following configuration of the workday shall be approved by the President of the UFT and Chancellor if the other requirements of the SBO process as set forth in Article 8.B of the Teachers’ CBA and corresponding articles of other contracts where applicable. The start and end time of the work day shall be specified in each of the SBOs.

1. **100/55 Option:**

- a. The school day shall be 6 hours and 20 minutes.
- b. On Monday, the day shall begin no earlier than 8:00 am and end no later than 4:00 pm. On Tuesday through Friday the day shall begin no earlier than 8 am and end no later than 3:45 pm.
- c. On Monday there shall be a 100 minute Professional Development period immediately following the end of the school day. If less than the entire 100 minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.
- d. On Tuesday there shall be a 55 minute block for Parent Engagement. If less than the entire 55 minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work

2. **80/40/35 Option:**

- a. The school day shall be 6 hours and 20 minutes.
- b. On Monday, the day shall begin no earlier than 8:00 am and end no later than 4:00 pm. On Tuesday through Friday the day shall begin no earlier than 8 am and end no later than 3:45 pm.

c. On Monday there shall be an 80 minute Professional Development period immediately following the end of the school day. If less than the entire 80 minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.

d. On Tuesday there shall be a 40 minute block for Parent Engagement immediately following the end of the school day. If less than the entire 40 minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work.

e. On Thursday immediately following the end of the school day, there shall be 35 minute period to be used for Other Professional Work.

The Chancellor and UFT President shall agree upon a third pre-approved SBO option for the 2014-15 school year.

Consistent with the contractual requirements, other SBO configurations voted on by schools shall be considered.

II. PARAPROFESSIONAL

Article 4 of the Paraprofessional CBA shall be amended to add the following:

The below sections are part of a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 4 in the 2007-2009 Paraprofessional CBA.

A. Workday.

Unless modified through a School Based Option (“SBO”) pursuant to Article 8B of the Teachers’ CBA, the following shall apply to Paraprofessionals in Single Session Schools:

Paraprofessionals shall have the same default workday as teachers in single session schools (as set for in Art. 6, Sec. ___ of the Teachers CBA), except that on Tuesdays when school is in session paraprofessionals shall only be required to work a 70-minute block immediately following the conclusion of the school day.

Any SBO adopted by a school reconfiguring the workday shall not increase or decrease the workday of paraprofessionals.

B. Professional Development.

1. Paraprofessionals shall participate in Professional Development activities per the guidelines set forth in Art. 6, Sec. __ of the Teachers CBA (I.B., above).

2. There shall be a citywide Paraprofessional Staff Development Committee (“SDC”) consisting of the Paraprofessional Chapter Leader and equal numbers of members selected by the DOE and the Paraprofessional Chapter Leader. The Paraprofessional SDC shall collaboratively review, consider and develop professional development programs relevant to Paraprofessional duties for both citywide professional development days and for schools to consider. The DOE shall review the SDC’s work but shall have final approval of Professional Development

C. Parent Engagement. During this block of time, as defined in Art. 6, Sec. __ of the Teachers CBA, paraprofessionals shall assist teachers in Parent Engagement activities or other activities appropriate to their title subject to approval by the principal.

D. Other Professional Work. During either of the Professional Development or Parent Engagement blocks of time, as defined in Art., 6, Sec. __ of the Teachers CBA, when teachers may engage in Other Professional Work and when no relevant appropriate professional development is offered, paraprofessionals shall assist teachers by performing Other Professional Work appropriate to their title.

III. FUNCTIONAL CHAPTERS

A. Each UFT-represented functional chapter employed by the Board “DOE” except Paraprofessionals (which are provided for in Sec. II herein), shall amend its CBA to add the following:

The below sections are part of a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of the respective 2007-2009 CBAs.

1. For each UFT-represented functional chapter employed by the Board (“DOE”) there shall be a citywide Staff Development Committee (“SDC”) consisting of the Functional Chapter Leader and

equal numbers of members selected by the DOE and the Functional Chapter Leader. Each citywide functional chapter committee shall collaboratively review, consider and develop professional development programs relevant to the respective chapter's duties and reasonable to prepare and complete within the chapter's existing workday. The DOE shall review the SDC's work but shall have final approval of professional development.

2. Unless explicitly stated herein all functional chapters shall continue with their work day schedules as reflected in the 2007-2009 collective bargaining agreements.

B. The CBAs for Guidance Counselors (Art. 6), and School Psychologists and Social Workers (Art. 6) shall be amended to add the following:

This is part of a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 6 in the 2007-2009 Guidance Counselors and School Psychologists and Social Workers CBAs.

The workday for Guidance Counselors, School Psychologists, and Social Workers shall remain the same. However, the parties agree that existing faculty conference time shall be repurposed so that Guidance Counselors, School Psychologists and Social Workers shall attend the four previously mentioned evening Parent Teacher Conferences. They shall attend the evening parent-teacher events as follows:

September – 3 hours

November – The first 2 hours 10 minutes

March – 3 hours

May – The first 2 hours and 10 minutes.

IV. MULTI-SESSION / DISTRICT 75 and 79 SCHOOLS:

Article 6 of the Teachers' CBA shall be amended by adding the following language immediately after Sec. I, above:

The following shall apply to Multi-session, District 75 and District 79 Schools only, for the duration of the pilot and, if continued, thereafter:

A. The parties both understand and agree that staff in multi-session and Districts 75 and 79 schools need and deserve support and professional development and that such schools would also benefit from additional parent engagement opportunities. Each school should have an opportunity to address those needs within its unique scheduling and programmatic

structures. Accordingly, the default workday and workday configuration, including faculty and grade/department conferences, for multi-session and Districts 75 and 79 Schools remains as set forth in the 2007-2009 collective bargaining agreements.

B. Each multi-session school and each District 75 and 79 school shall form a School-Based Staff Development Committee (“SDC”), in accordance with the parameters outlined for such Committees in the Single Session Schools section above. In addition to the duties of a SDC in a single session school, multi-session and District 75 and 79 SDCs shall discuss potential SBO’s for the configuration of time appropriate to the scheduling needs of those schools so as to provide for appropriate blocks of time to be used for Professional Development, Parent Engagement, and Other Professional Work. The UFT and the DOE agree to consider any such proposed SBO in light of the individual school’s scheduling and programmatic needs.

C. There shall also be Central District 75 and District 79 SDCs consisting of an equal number of members selected by the applicable UFT District Representative and the District Superintendent, which shall address specific professional development and scheduling needs in District 75 and 79, respectively.

D. The parties agree to discuss and develop mutually agreeable SBO options for Multi-Session, District 75 and District 79 schools

6. TEACHER EVALUATION/PEER VALIDATOR

Article 8J of the Teachers’ CBA shall be amended to include the following:

The Board (DOE) and UFT agree that the following, subject to approval by the Commissioner of Education, represents the Parties APPR Plan as required by Education Law § 3012-c.

This Article replaces the Commissioner’s June 1, 2013 APPR decision and subsequent clarification decisions dated September 5, 2013 and November 27, 2013 (collectively “the Commissioner’s Decision”).

Except as modified herein, the terms of the Commissioner’s Decision are incorporated by reference and remain in full force and effect. Except as stated herein, any dispute regarding this APPR Plan and the Commissioner’s Decision shall be resolved exclusively through negotiation between the parties or the grievance process set forth in Article 22 of the parties’ collective bargaining agreement. Any issue regarding the implementation of the APPR Plan with respect to the Measures of Student Learning and scoring that was not addressed in the Commissioner’s Decision, shall be resolved through negotiations between the

parties and, in the absence of an agreement, referred to the State Education Department for clarification.

The Parties agree to submit a draft APPR Plan to the State Education Department no later than May 15, 2014.

Teacher Practice Rubric

In order to simplify and focus the use of Danielson's *Framework for Teaching* (2013 Edition), and reduce unnecessary paperwork, only the following eight (8) components of the rubric shall be rated: 1(a), 1(e), 2(a), 2(d), 3(b), 3(c), 3(d), and 4(e). These eight (8) components shall be referred to herein as the "Danielson Rubric." Any reference to Danielson or the Danielson Rubric in the Commissioner's Decision shall be deemed to refer only to these eight (8) components. In each observation, all components of the Danielson Rubric shall be rated for which there is observed evidence. The remaining components of the *Danielson Framework for Teaching* (2013 Edition) not describe herein will continue to be used by the Parties for formative purposes.

Observation Cycle

1. Feedback following an observation must be provided to the teacher within fifteen (15) school days of the observation. Feedback must be evidence-based and aligned to the Danielson Rubric.
2. Evaluator forms shall be provided to the teacher no later than forty-five (45) school days following the observation. From the time an observation (formal or informal, as defined by the Commissioner's Decision) is conducted until the time the teacher receives the evaluator form for that observation, only one (1) additional evaluative observation (formal or informal) may be conducted.
3. The parties agree that Teacher Artifacts (as defined in the Commissioner's Decision) shall not be used in determining the Other Measures of Effectiveness ("Measures of Teaching Practice") subcomponent rating. Teachers are not required to submit Teacher Artifacts (as defined in the Commissioner's Decision) except principals have the discretion to collect evidence related to the Danielson Rubric in a manner consistent with the collective bargaining agreement and the Commissioner's Decision. The DOE and UFT shall jointly create guidance for evaluators on the collection of evidence for the Danielson Rubric. Whenever possible, the Parties will jointly present this guidance to school communities.
4. An evaluator shall provide a score on any component that is observed from the Danielson Rubric regardless of the observation option selected by the teacher and regardless of whether it is a formal or informal observation (as defined by the Commissioner's Decision).

5. In addition to the two observation options set forth in the Commissioner's Decision, teachers who have received "Highly Effective" as their final APPR rating in the previous year may choose Option 3. Option 3 consists of a minimum of three (3) informal observations that are used for evaluative purposes. Option 3 is subject to the same procedures and scoring rules as Options 1 and 2 as provided for in the Commissioner's Decision as modified by this APPR Plan.

A teacher that chooses Option 3 shall make his/her classroom available for three (3) classroom visits by a colleague per school year. The classroom visits described herein shall not be used for any evaluative purpose. Any additional classroom visits by colleagues shall only be with the consent of the teacher selecting Option 3. The date and time of such visits shall be scheduled jointly by the teacher selecting Option 3 and the principal.

6. An evaluator may assess a teacher's preparation and professionalism only if the evaluator's conclusions are based on observable evidence pertaining to components 1a, 1e, and/or 4e of the Danielson Rubric during an observation or if the evaluator observes evidence for these components during the fifteen (15) school days immediately preceding a classroom observation.

7. The parties agree to create an evaluator form that will allow evaluators to rate and delineate between all components observed during a classroom observation as well as (for components 1a, 1e, and 4e only) observed within fifteen (15) school days prior to the classroom observation as part of an assessment of a teacher's preparation and professionalism. Each evaluator form shall contain lesson-specific evidence for components observed during a classroom observation and teacher-specific evidence for components observed as part of an assessment of a teacher's preparation and professionalism.

8. An evaluator shall not include or consider evidence regarding the preparation and professionalism on an evaluator form if such evidence (or conduct) is also contained in a disciplinary letter to the teacher's file, unless the evidence was directly observed by the evaluator during a classroom observation (in which case the evidence may be on both an evaluator form and in a disciplinary letter). Evidence not related to components 1a, 1e, and/or 4e, or directly observed by the evaluator in the fifteen (15) school day period immediately preceding a classroom observation shall not be considered in a teacher's evaluation.

9. Consistent with the Commissioner's Decision, there shall be Initial Planning Conferences ("IPC") and Summative End of Year Conferences (as defined therein). Teachers shall have the sole discretion of setting professional goals as part of the IPC. The DOE will explicitly state this in guidance for evaluators and educators for the 2014-15 school year and thereafter.

Videotaping and Photographing

1. All observations shall be conducted in person. The teacher and evaluator may mutually consent to evaluators not being present when videotaping.
2. A teacher may choose to have his/her observations videotaped. If a teacher chooses to have his/her observations videotaped he/she shall select among the following options:
 - (a) the evaluator will choose what observations, if any, will be videotaped; or
 - (b) the evaluator shall videotape the observations in the following manner:
 - (i) if the teacher selected Option 1, the formal observation shall be videotaped;
 - (ii) if the teacher selected Option 2, two (2) of the informal observations shall be videotaped (at the evaluator's option); or
 - (iii) if the teacher selected Option 3, one (1) of the informal observations shall be videotaped (at the evaluator's option).
3. Evaluators who take photographs during observations relevant to the Danielson Rubric, should, to the extent practicable, be unobtrusive (for example, photographs may be taken at the end of the observation).

Covered Employees

1. The DOE and the UFT agree to jointly request that the State Education Department issue a determination as to whether teachers of programs for suspended students and teachers of programs of incarcerated students are subject to Education Law § 3012-c (and therefore subject to this APPR Plan). Such decision shall be incorporated by reference into this APPR Plan.
2. In order for a classroom teacher to be covered by this APPR Plan, the teacher must be teaching for at least six (6) cumulative calendar months in a school year. If the teacher does not satisfy this requirement he/she shall not be covered by this APPR Plan and shall be subject to the evaluation system set forth in Article 8J of the collective bargaining agreement and Teaching for the 21st Century.
3. The following shall apply to teachers who are teaching for more than six (6) cumulative calendar months in a school year but less than the full year due to either (a) paid or unpaid leave of absence; (b) reassignment from teaching responsibilities; or (c) the teacher commenced, or separated from, employment mid-year:
 - (a) When a teacher is absent from the first day of school until the last Friday of October, the IPC (as defined in this APPR Plan) shall be conducted within ten (10) school days of his/her return to school.
 - (b) When a teacher is absent between the last Friday of April and the last Friday of June, and the absence was foreseen and the evaluator was aware that the

teacher would not be present during this period (e.g., they are taking a maternity leave), the Summative Conference shall be held before the teacher leaves.

(c) When a teacher is absent between the last Friday of April and the last Friday of June and the absence was unforeseen (e.g., extended leave) and therefore the evaluator could not conduct the Summative Conference ahead of time, the Summative Conference shall be held no later than the last Friday of October in the following school year. Evaluators shall have the discretion to conduct the IPC and Summative Conference at the same time but must fulfill all the requirements of both conferences.

(d) When a teacher is unexpectedly absent for the remainder of the school year (e.g., extended leave), the teacher shall have a minimum of two (2) observations, which shall fulfill the observation requirements set forth herein.

(e) When a teacher is absent during the period when the baseline or post-test assessments are administered, and the teacher was assigned individual target populations for his/her State and/or Local Measures, the teacher will still receive Local and/or State Measures for individual target populations.

(f) When a teacher is absent during the period when the targets are set (for assessments with goal-setting), the teacher shall set targets and have their targets approved within the first month of his/her return to school.

The DOE shall explicitly state the rules described herein in guidance for educators for the 2014-15 school year and all school years thereafter.

Multiple Observers

For formative purposes (observations conducted entirely for non-evaluative purposes), no more than four (4) observers (either school-based or from outside of the school) may be present in a classroom. Additional observers may be present in teacher's classroom with the teacher's consent. The visits described in this paragraph shall not be considered when scoring the Measures of Teacher Practice subcomponent.

For evaluative purposes, no more than one (1) evaluator (as defined by the Commissioner's Decision) and two (2) school-based observers (i.e., the Superintendent or Assistant Superintendent or trained administrator of the teacher's school) may be present during a formal or informal observation. The evaluator shall be solely responsible for the observation report. The DOE and UFT shall jointly create guidance for evaluators on the role of multiple observers. Whenever possible, the Parties will jointly present this guidance to school communities.

In extraordinary circumstances, only one (1) of the two (2) observers described herein may be an observer from outside of the school may observe. The outside observer may only be either a Network Leader or Deputy Network Leader (or its functional equivalent).

Student Surveys

The DOE shall pilot student surveys during the 2013-2014 at mutually agreed upon schools and in all schools during the 2014-2015 school year. During the pilot, student surveys shall not be used for evaluative purposes. At the conclusion of each pilot year, the DOE and UFT shall meet to discuss the results of the pilot and discuss the possibility of continuing/discontinuing the pilot and use of the surveys for evaluative purposes. If agreement is not reached at the conclusion of each pilot year, the student surveys shall be used for non-evaluative purposes in the 2014-2015 school year and evaluative purposes starting in the 2015-16 school year and thereafter. The implementation and scoring of the student surveys in 2015-16 and thereafter shall be consistent with the Commissioner's Decision.

Scoring

For all formal and informal observations (as defined by the Commissioner's Decision), all components of the Danielson Rubric shall be rated for which there is observed evidence. At the end of the school year, Overall Component Scores shall be created for each of the eight (8) components. The Overall Component Scores shall be the average of each rated component from the observations and/or assessments of a teacher's preparation and professionalism.

An Overall Rubric Score will then be calculated by taking the weighted average of the Overall Component Scores, using the following weightings: 1a (5%), 1e (5%), 2a (17%), 2d (17%), 3b (17%), 3c (17%), 3d (17%), 4e (5%).

Formal and informal observations (as defined by the Commissioner's Decision) shall not receive average observation ratings.

Formal and informal observations (as defined by the Commissioner's Decision) will no longer be afforded the weights as provided for in the Commissioner's Decision.

The Overall Rubric Score shall be the basis for the 60 points of the Measures of Teaching Practice subcomponent, unless the student surveys are used for evaluative purposes. If student surveys are used for evaluative purposes, the Overall Rubric Score shall count for 55 of the 60 points of the Measures of Teaching Practice subcomponent score. The implementation and scoring of the student surveys in 2015-16 and thereafter shall be consistent with the Commissioner's Decision.

Courses That Are Not Annualized

In the event that Measures of Student Learning (MOSL) assessment options do not include options for non-annualized courses: 1) in a school where each of the terms covers content where the second term builds on content from the first, the fall teacher shall administer the baseline and the spring teacher shall administer

the post-test. Teachers from all terms will be held accountable for the students' results; or 2) in a school where the second term does not build on content from the first, these teachers shall be assigned Linked or Group Measures. Notwithstanding the foregoing, with respect to a teacher of a course leading to a January Regents, the post-test is the January Regents and a baseline shall be administered in the fall.

For Group and Linked Measures (as defined herein), if a student takes the same Regents exam in January and June, only the higher result will be used for State and Local Measures. For non-Group and Linked Measures, if a student takes the same Regents exam in January and June, and has the same teacher in the fall and spring, only the higher result will be used for State and Local Measures. If the student has different teachers in the fall and spring, the January Regents will be used for the fall teacher and the June Regents for the spring teacher. Students will be equally weighted in a teacher's State and/or Local Measures subcomponent score if they are in a teacher's course for the same length of time (regardless of whether they take the January or June Regents).

For assessments that use growth models, the DOE will calculate scores following the rules outlined above. For assessments that use goal-setting, the teacher who administers the baseline will recommend targets for the students and the principal will approve. Fall term teachers shall set targets on the same timeline as other teachers. It is recommended that in the fall principals consult with subsequent term teachers about student targets if their assignments are known. Principals shall share these targets with subsequent term teachers within the first month of the start of the new term and provide these teachers with an opportunity to recommend any additional changes to student targets. Principals shall communicate any changes to targets to all affected teachers.

For assessments that use goal-setting, teachers of subsequent term courses who have students who have not previously had targets for them shall set and have their targets approved within the first month of the start of the new term. State and Local Measures selections for teachers of non-annualized courses, including the application of the 50% rule, shall be determined based upon the teachers' entire school year schedule. As subsequent term selections may not be known in the fall, teachers shall administer all applicable assessments for the grades/subjects they are teaching in the fall.

Rules Regarding Measures of Student Learning

For the 2014-2015 school year and thereafter the DOE shall issue guidance to the School MOSL Committee that sets forth and explains the rules described herein.

There is no limit on the number of Local Measures that a School MOSL Committee, as defined in this APPR Plan, can recommend for a particular grade or subject. If a School MOSL Committee selects the same assessment but

different group for the Local Measures subcomponent, the following are allowable subgroups since the DOE is currently analyzing the performance of these groups of students: 1) English Language Learners, 2) students with disabilities, 3) the lowest-performing third of students, 4) overage/under-credited students, or 5) Black/Latino males (consistent with New York City's Expanded Success Initiative).

School MOSL Committees shall consider, when selecting subgroups for Local Measures that the intent of having both Local and State Measures is to have two different measures of student learning. Using subgroups for Local Measures, by nature of the fact that they are a subset of the overall population, will in many instances mean that State and Local Measures are more similar to one another than if different assessments are used for State and Local Measures. Therefore, subgroups should not be selected for teachers in some schools if the subgroup selected reflects the entire population of students the teacher serves (e.g., if a teacher only teaches English Language Learners, the Committee shall not select English Language Learners for their Local Measures and all of their students for the same assessment on their State Measures).

In the event that schools inadvertently select the same measures for State and Local Measures (after to the extent possible they have had an opportunity to correct), the lowest third performing students will be used for Local Measures and the entire populations of students used for State Measures.

The Central MOSL Committee will revisit the list of allowable subgroups annually, taking into account feedback from educators. If the Central MOSL Committee cannot agree on new/different subgroups, the current list of subgroups will be used.

Evaluators cannot choose to go above the 50% rule in selecting teachers' State Measures. The 50% rule will be followed for State Measures, per State Education Department guidance, such that teachers' State Measures must be determined as follows: for teachers of multiple courses, courses that result in a state growth score must always be used for a teacher's State Measures. If a teacher does not teach any courses that result in state growth scores, or state growth score courses cover less than 50% of a teacher's students, courses with the highest enrollment will be included next until 50% or more of students are included.

The 50% rules shall not apply to Local Measures. School MOSL Committees shall select the method that shall be used to determine which courses shall be included in a teacher's Local Measure. In the 2014-15 school year and thereafter, the DOE will 1) state this rule, provide guidance for teachers of multiple courses, and describe the benefits and considerations of not following the 50% rule for Local Measures and 2) explain how to record and track Local Measures selections for individual teachers when the 50% rule is and is not used for Local Measures.

The process for setting student targets for Local Measures is the same as the process for setting student targets for State Measures. The only exception is Group Measures (not including Linked Measures) for Local Measures. For Group Measures, the School MOSL Committees will have the option of recommending for Local Measures that student targets are set either 1) following the process used for State Measures or 2) by the Committee. If the School MOSL Committee's chooses to create the targets and the principal accepts the School MOSL Committee's recommendation, the School MOSL Committee must create these targets no later than December 1. Targets must be submitted using a format determined by the DOE. In the event that the School MOSL Committee cannot agree on Group Measures targets for Local Measures, Group Measures targets will be determined following the process used for State Measures which requires that superintendents must finalize targets by January 15.

School MOSL Committees may recommend which baselines will be used for Local Measures from a menu of options created by the DOE. The only exceptions are instances where the same assessments are used for teachers in the same grades/subjects for State Measures. In these instances, the Principal shall select the baselines that will be used for State and Local Measures.

School MOSL Committees may recommend that Local Measures, Group Measures and Linked Measures may be used with state-approved 3rd party assessments. The DOE shall create guidance that will include a description of which 3rd party assessments it can use to create growth models.

School MOSL Committees may recommend that for Local Measures, Group Measures and Linked Measures may be used with NYC Performance Assessments. The DOE shall create guidance which will include a description of which NYC Performance Assessments it can use to create growth models, as well as the implications of selecting Group Measures with NYC Performance Assessments for scoring.

Regarding the Local Measures school-wide default, if a School MOSL Committee makes recommendations for Local Measures in only some grades/subjects, the principal may accept those recommendations and the Local Measures default would apply for the grades and subjects for which there is no recommendation. Principals must choose to accept either all a School MOSL Committee's recommendations or none of the School MOSL Committee's recommendations. If the School MOSL Committee recommends the Local Measures default (or the principal does not accept the School MOSL Committee's recommendations and therefore the Local Measures default must be used), teachers must administer NYC Performance Assessments in grades 4-8 ELA and Math (if they are included in the DOE's menu of NYC Performance Assessments that are approved by the Commissioner annually). In the foregoing scenario, the DOE growth models will be used to calculate a teacher's score on the NYC Performance Assessments in grades 4-8 ELA and Math.

Growth Model Conversion Charts

For assessments where schools opt to use DOE-created growth models for State or Local Measures, including the Local Measures default, the DOE shall create scoring charts that convert growth model scores into 0-20 points, taking into account confidence intervals. These charts must be shared and discussed with the MOSL Central Committee (as defined herein) annually. In addition, analyses will be conducted and shared with the MOSL Central Committee regarding the comparability of Individual, Group, and Linked Measures. If members of the MOSL Central Committee do not agree with any element of the growth model conversion charts and/or how they were created, the MOSL Central Committee members that are in disagreement may submit in writing to the Chancellor their reasons for disagreement.

The parties agree to convene a MOSL Technical Advisory Committee (the "MOSL TAC") consisting of one person designated by the DOE, one person designated by the UFT, and a person mutually-selected by the Parties. To ensure a meaningful and fair distribution of ratings, the MOSL TAC shall review the methodology and approach to the creation of growth models and their conversion charts and provide recommendations to the Chancellor. The Chancellor shall have final decision-making authority on the growth model conversion charts.

Measures of Student Learning Options

1. For the 2014-15 school year and thereafter the DOE shall create new measures (referred to as "Linked Measures") for Local and State Measures of Student Learning such that there is an option for each teacher to be evaluated based upon assessment results of students he/she teaches. Some or all assessments are not linked to courses the teacher teaches.
2. For the 2013-14 school year, the following process for "procedural appeals" will only apply to "Group Measures" (i.e., measures where teachers are evaluated based on the performance of some or all students they do not teach). For the 2014-15 and 2015-16 school years, the following process for "procedural appeals" will apply to Linked Measures and Group Measures. For the 2016-17 school year and thereafter the following process for "procedural appeals" will apply only to Group Measures. In all cases, teachers with 50% or more of their Local or State Measures based on Linked Measures/Group Measures shall be eligible for the procedural appeals process.
3. If a teacher receives "Ineffective" ratings in both the State and Local Measures subcomponents and either is based on Linked Measures or Group Measures, and in that year the teacher receives either a "Highly Effective" or "Effective" rating on the Measures of Teaching Practice subcomponent, the

teacher shall have a right to a “procedural appeal” of such rating to a representative of the DOE’s Division of Teaching and Learning.

a. If the teacher receives a “Highly Effective” rating on the Measures of Teaching Practice subcomponent, there shall be a presumption that the overall APPR rating shall be modified by the DOE such that the overall “Ineffective” rating becomes either an “Effective” rating (in the instance where *both* the State and Local Measures of Student Learning subcomponents are based on Linked Measures or Group Measures) or a “Developing” rating (in the instance where only one of the State or Local Measures of Student Learning subcomponents is based on Linked Measures or Group Measures);

b. If the teacher receives an “Effective” subcomponent rating on the Measures of Teaching Practice, there shall be a presumption that the overall APPR rating shall be modified by the DOE such that the overall “Ineffective” rating becomes a “Developing” rating if *both* the State and Local Measures of Student Learning subcomponents are based on Linked Measures or Group Measures. If only one of the State or Local Measures of Student Learning subcomponents be based on Linked Measures or Group Measures, the rating shall be appealed to the principal, who shall have the discretion to increase the teacher’s overall APPR rating. If the principal does not respond to the appeal, the teacher’s overall APPR rating shall be modified to a “Developing” rating.

c. The above-described procedural appeal process is separate and distinct from, and in addition to the appeal processes set forth in the Commissioner’s Decision.

4. In the event a teacher receives an “Highly Effective” rating in both the State and Local Measures of Student Learning, and neither is based on Linked Measures or Group Measures, and in that year the teacher is rated “Ineffective” on Measures of Teaching Practice subcomponent, and this results in the teacher receiving an “Ineffective” overall APPR rating, the UFT may choose to appeal the rating to a three (3) member Panel consistent with the rules for Panel Appeals as described in Education Law § 3012-c (5-a) and the Commissioner’s Decision. However, these appeals shall not be counted towards the 13% of “Ineffective” ratings that may be appealed pursuant to Education Law §3012-c (5-a)(d) and the Commissioner’s Decision.

5. The Parties agree to meet each fall to review and discuss other types of anomalies in scoring and determine appropriate actions.

6. The DOE and UFT shall establish a Measures of Student Learning Central Committee consisting of an equal number of members selected by the DOE and the UFT (herein referred to as the “MOSL Central Committee”). The MOSL Central Committee shall convene within sixty (60) days after the ratification of this agreement by the UFT and each month thereafter. The MOSL Central Committee shall explore additional assessment options for the 2014-15 school year, which could include state-approved 3rd party assessments or existing assessments (e.g., Fitnessgram, LOTE exams), and review and approval by the

Chancellor, which would be offered as non-mandated options for State and Local Measures. The MOSL Central Committee shall also examine the current range of options and discuss expanded options for the State and Local Measures of Student Learning including, but not limited to, subject-based assessments, the use of portfolios, project-based learning, and/or semi-annualized/term course assessments. The MOSL Central Committee will also examine potential changes to the Local Measures default each school year. The MOSL Central Committee shall propose expanded options for the 2015-16 school year and thereafter. Expanded options proposed by the MOSL Central Committee shall be implemented for the 2015-2016 school year and thereafter subject to review and approval by the Chancellor. All MOSL options for the 2014-15 school year and thereafter shall be shared with the MOSL Central Committee. The MOSL Central Committee shall review all MOSL options to determine which options shall be proposed to the Chancellor for approval. If members of the MOSL Central Committee cannot agree which options should be proposed to the Chancellor, the MOSL Central Committee members that are in disagreement may submit in writing to the Chancellor their reasons for disagreement. The Chancellor shall have final decision-making authority.

7. There will be no State Measures default. Principals must make decisions for State Measures for all applicable grades/subjects in their school by the deadline. For the 2014-15 school year, the Local Measures default for all schools shall be a school-wide measure of student growth based on all applicable assessments administered within the building which are limited to NYC Performance Assessments, if developed by August 1 prior to the start of the school year, and/or state-approved 3rd party assessments (Chancellor must select by August 1 prior to the start of the school year), and/or state assessments. The DOE and UFT shall annually review the Local Measures default and discuss the possibility of altering the default. If agreement is not reached at the conclusion of each year, the default will be the same as that used in the 2014-15 school year.

8. All decisions of the School MOSL Committee (as defined in the Commissioner's Decision) must be recommended to the principal and the principal must 1) accept the recommendation (or opt for the Local Measures default) and 2) select the State Measures no later than ten (10) school days after the first day of school for students.

9. In the event that a school uses the goal-setting option for State or Local Measures, teachers must submit their proposed goals to their building principal or designee no later than November 1 of each school year absent extraordinary circumstances. The principal or designee must finalize teacher's goals no later than December 1 of each school year, absent extraordinary circumstances.

10. Teachers whose MOSL scores would have been subject to chart 2.11 or 3.13 of the Commissioner's Decision shall now be assigned points such that 85%-100% of students must meet or exceed targets for a teacher to be rated Highly

Effective; 55%-84% of students must meet or exceed targets for a teachers to be rated Effective; 30%-54% of students must meet or exceed targets for a teacher to be rated Developing; and 0%-29% of students must meet or exceed targets for a teacher to be rated Ineffective.

Peer Validator

1. Except as modified herein, the Peer Validator shall replace the Independent Validator and fulfill all of the duties of and comply with the provisions applicable to the Independent Validator set forth in Education Law § 3012-c(5-a) and the Commissioner's Decision.

2. **Term:** The Peer Validator program shall be two (2) school years (2014-15 and 2015-16). At the end of the two years, the parties must agree to extend the Peer Validator program and in the absence of an agreement the parties shall revert to the Independent Validator process as set forth in Education Law § 3012-c(5-a) and the Commissioner's Decision.

3. **Selection:** A joint DOE-UFT committee composed of an equal number of members from the UFT and the DOE (the "Selection Committee") shall be established to determine selection criteria and screen and select qualified applicants to create a pool of eligible candidates. The Deputy Chancellor of Teaching and Learning shall select all Peer Validators from the pool of all eligible candidates created by the Selection Committee. To be eligible to become a Peer Validator an applicant must have at least five (5) years teaching experience; be tenured as a teacher; have received an overall APPR rating of Highly Effective or Effective (or Satisfactory rating where applicable) in the most recent school year; and either be a teacher, a teacher assigned, an assistant principal with reversion rights to a tenured teacher position, or an education administrator with reversion rights to a tenured teacher position.

4. **Duties:** The term for a Peer Validator shall be for two (2) years. All Peer Validators shall work under the title of Teacher Assigned A and shall have the same work year and work day as a Teacher Assigned A as defined in the collective bargaining agreement. Peer Validators shall report to the Deputy Chancellor of Teaching and Learning or his/her designee. Peer Validators shall conduct observations consistent with the Commissioner's Decision and shall not review any evidence other than what is observed during an observation by the Peer Validator. All assignments are at the discretion of the DOE, however Peer Validators shall not be assigned to any school in which s/he previously worked. The parties agree to consult regarding Peer Validator assignments and workload. Peer Validators shall be reviewed and evaluated by the Deputy Chancellor of Teaching and Learning or his/her designee. The review and evaluation of a Peer Validator shall not be based in any way on whether the Peer Validator agrees or disagrees with the principal's rating. A Peer Validator may be removed from the position at any point during the program provided that both the DOE and UFT

agree. Teachers who become Peer Validators shall have the right to return to their prior school at the end of their term as a Peer Validator.

5. Compensation: Peer Validators shall receive additional compensation in the amount of fifteen thousand dollars (\$15,000.00) per year for the term of this agreement above the applicable teacher compensation in accordance with the collective bargaining agreement.

7. TEACHER LEADERSHIP POSITIONS

Article 11 of the Teachers' CBA shall be amended to add the following. In addition, the Section on Teacher Ambassador and applicable parts of the "General" Section shall be added to the CBAs for Guidance Counselors, Social Workers and School Psychologists.

The Union and DOE wish to create opportunities for exemplary teachers to remain in their title of teacher but to extend their reach and role through the establishment of Teacher Leadership positions including Master Teacher, Model Teacher, and Teacher Ambassador.

A joint UFT-DOE Committee will be established for the Teacher Leadership Initiatives. For the 2014-15 school year, the Joint Committee on Teacher Leadership Initiatives will begin meeting as soon as practicable to ensure a timely implementation of the Teacher Leadership Initiative. Thereafter, the Joint Committee on Teacher Leadership Initiatives will meet on a monthly basis or on another mutually agreeable basis to discuss policy aspects of the Teacher Leadership Initiative such as: the focus for Teacher Leadership work; identification and dissemination of best practices; professional development priorities and design; and research including focus groups and surveys to obtain feedback and ensure continuous improvement in implementation. The Joint Committee on Teacher Leadership Initiatives shall issue findings and proposed actions to the Chancellor and the UFT President.

Teacher Ambassador

Teacher Ambassadors are teachers and other educators who volunteer to participate and are selected to be assigned for one year (the "Ambassador Year") to a paired Education 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 instructional best practices, initiatives, and strategies through the temporary exchange of classroom teachers. Schools will be paired together based on a variety of factors such as school level, geography, and 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 UFT will jointly review the applications. The UFT 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 UFT and affected parties by August 31.

During the Ambassador Year, in addition to classroom teaching responsibilities, the Teacher 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. Teacher Ambassadors will have the same contractual rights and privileges as teachers except as set forth below.

Teacher Ambassadors shall receive additional compensation in the amount of \$7,500 per year for the term of this agreement above the applicable teacher salary in accordance with the CBA.

Teacher Ambassadors will work an additional two days during the summer to be scheduled during the week preceding Labor Day and an additional two hours each month outside the normal workday, according to a schedule and plan set and approved by the Education Exchange School’s principal.

For teachers serving as Teacher Ambassadors school seniority during and after the Ambassador year shall be considered to be continuous as if there is no change in schools.

Teaching program assignments shall be at the discretion of the Education Exchange School principal.

The Ambassador Year will be for one school year, e.g. September to June. During that time, the Teacher Ambassador will be assigned to the Exchange School. At the conclusion of the Teacher Ambassador year, the teacher will be assigned back to their home school (i.e., the school they were assigned to prior to the Ambassador Year). Teacher 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 Teacher Ambassador year for a minimum of one additional school year. The Chancellor may waive these provisions in extraordinary circumstances.

Teacher Ambassadors will be selected in the following manner:

Postings will be developed jointly by the Exchange School principals in consultation with the UFT. The postings will delineate the teaching assignments in each school (e.g., grade level(s) and subject). Postings will require an Effective or Highly Effective rating (or Satisfactory rating where applicable) in the prior school year for eligibility. Selection will be made by both principals in accord with the selection criteria contained in the posting. Selections will be made by the end of the school year or as soon thereafter as possible.

Master Teacher

In addition to their duties as a teacher, Master Teachers will take on additional responsibilities to support the instructional practice of other teachers in their school. Master Teachers will work closely with school leadership on developing instructional capacity through activities such as coordinating school-based instructional support activities; leading study groups around standards, assessments, and instruction; serving in teacher leadership positions on school teacher teams; coaching and debriefing with teachers after classroom visits; assisting in the establishment of teachers' professional development goals; and modeling best practices in their classroom.

Master Teachers shall receive additional compensation in the amount of \$20,000 per year for the term of this agreement above the applicable teacher salary in accordance with the CBA.

Master Teachers will work an additional three days during the summer to be scheduled during the week preceding Labor Day according to a schedule and plan set and approved by the superintendent. Master Teachers will also work an additional four hours each month during the school year outside the contractual workday according to a schedule created by the Master Teacher and approved by the principal.

Master Teachers will be relieved from a minimum of one teaching period each day and will use this time as well as their professional periods to perform responsibilities associated with their position as a Master Teacher.

The Master Teacher will carry out the additional responsibilities associated with his/her position as a Master Teacher during the contractual workday and the additional four hours per month according to a plan created by the Master Teacher and reviewed and approved by the principal on a monthly basis.

Participation by other teachers in activities involving the Master Teacher will be done in accordance with the CBA.

Master Teachers will be selected and assigned in the following manner.

A UFT-DOE Joint Selection Committee consisting of an equal number of members selected by the Chancellor and by the UFT President will be

established to screen and select qualified applicants to create a pool of eligible candidates. Postings will require an Effective or Highly Effective rating (or Satisfactory rating where applicable) in the prior school year for eligibility. The Joint Selection Committee may choose to have a process whereby incumbent Master Teachers may be renewed in the eligible pool through a modified screening and selection process.

Unless otherwise agreed to by the parties, the Joint Selection Committee will post for the pool in the spring and conduct the screening and selection process by July 1. Final selections for candidates will be made by the conclusion of the Open Market. The Joint Selection Committee will agree to a process whereby, if necessary, additional vacancies that arise during the school year can be filled from qualified candidates.

Principals will make selections of Master Teachers only from the pool of eligible candidates selected by the Joint Selection Committee. Individuals in the pool selected by a principal are not obligated to accept an offer for a Master Teacher position.

The Master Teacher position will be for a term of one year.

Model Teacher

In addition to their duties as a teacher, Model Teachers will take on additional responsibilities to support the instructional practice of other teachers in their school through activities such as establishing a laboratory classroom in their own classroom; demonstrating lessons; exploring emerging instructional practices, tools or techniques; and reflecting on and debriefing a visit from a colleague.

Model Teachers shall receive additional compensation in the amount of \$7,500 per year for the term of this agreement above the applicable teacher salary in accordance with the CBA.

Model Teachers will work an additional two days during the summer to be scheduled during the week preceding Labor Day according to a schedule and plan set and approved by the superintendent. Model Teachers will also work an additional two hours each month during the school year outside the contractual workday according to a schedule created by the Model Teacher and approved by the principal.

Model Teachers will use their professional periods to perform responsibilities associated with their position as a Model Teacher. In elementary schools organized on a seven-period per day schedule, Model Teachers will be relieved of teaching for a minimum of two periods per week to perform responsibilities associated with their position as a Model Teacher. In elementary schools organized on an eight-period per day schedule, Model Teachers will be relieved of teaching for a minimum of one period per week in addition to their weekly professional period to perform responsibilities associated with their position as a

Model Teacher. In addition to these two periods, Model Teachers in elementary schools may request that principals work with them to try to identify additional opportunities in the school day/year to perform responsibilities associated with the position.

The Model Teacher will carry out the additional responsibilities associated with their position as a Model Teacher during the contractual workday and the additional two hours per month according to a plan created by the Model Teacher and reviewed and approved by the principal on a monthly basis.

Participation by other teachers in activities involving the Model Teacher will be done in accordance with the CBA.

Model Teachers will be selected and assigned in the following manner:

A UFT-DOE Joint Selection Committee consisting of an equal number of members selected by the Chancellor and by the UFT President will be established to screen and select qualified applicants to create a pool of eligible candidates. Postings will require an Effective or Highly Effective rating (or Satisfactory rating where applicable) in the prior school year for eligibility. The Joint Selection Committee may choose to have a process where incumbent Model Teachers may be renewed in the eligible pool through a modified screening and selection process.

Unless otherwise agreed to by the parties, the Joint Selection Committee will post for the pool in the spring and conduct the screening and selection process by July 1 with final selections for candidates made by the conclusion of the Open Market. The Joint Selection Committee will agree to a process whereby, if necessary, additional vacancies that arise during the school year can be filled from qualified candidates.

Principals will make selections of Model Teachers only from the pool of eligible candidates selected by the Joint Selection Committee. Individuals in the pool selected by a principal are not obligated to accept an offer for a Model Teacher position.

The position will be for a term of one year.

General

Selection decisions for the position of Master Teacher, Model Teacher, and Teacher Ambassador (together, Teacher Leadership positions) shall not be grievable. This includes both the selection for the actual position by the principal or entry into the pool of qualified candidates as determined by the Joint Selection Committee.

Only tenured DOE teachers who have earned a rating of “Highly Effective,” “Effective” or “Satisfactory,” where applicable, in the prior school year will be eligible to serve in Teacher Leadership positions. A teacher earning any other rating is ineligible to continue to in the position. Additional criteria may be established by the Joint Selection Committee for each position. All DOE teachers, regardless of district, program or superintendency who meet the eligibility criteria, are eligible to apply.

Teachers selected for a Teacher Leadership position are expected to remain in that position for the entire school year. However, during the year should the teacher and principal mutually agree that a teacher will not continue in the Teacher Leadership position, the teacher will remain in the school as a teacher without the additional compensation or responsibilities associated with that Teacher Leadership position.

Should a teacher in a Teacher Leadership position be reassigned or go on a leave with pay he/she shall cease to earn the additional compensation.

Master Teachers and Model Teachers who have transferred from another school and who do not serve a second school year in the position or who by mutual agreement have ceased serving in the position during the school year, may at the end of the first school year return to the last school they served in provided there is a vacancy in their license area. If there is no vacancy then the teacher may return to the district/superintendency.

Other than the above provision, during or after the school year, any issue regarding a Teacher Leadership leaving their position and their school is subject to regular transfer procedures.

For the 2014-15 school year only, should the Chancellor implement Education Exchange Schools with Teacher Ambassador positions, then the Master Teacher and Model Teacher positions must also be in effect.

No later than August 1, 2014, the Chancellor will determine, at his/her sole discretion, whether or not the Master Teacher and Model Teacher positions will be in effect for the 2014-15 school year. The Chancellor’s determination shall be final and not grievable. Should the Chancellor choose to have Master Teacher and Model Teacher positions, the DOE will ensure creation of the Master Teacher and/or Model Teacher positions by a minimum of forty (40) schools at each of the levels: elementary, middle and high. The Chancellor shall have the discretion to increase the number of schools above the minimums at each level in differing amounts.

By August 1, for every subsequent school year, the Chancellor will make a determination whether or not the Teacher Leadership positions will be available for schools for the upcoming school year. The Chancellor’s determination shall be final and not grievable. If the Chancellor determines in his or her discretion

that Teacher Leadership positions will be created for that school year, then the Chancellor will ensure that at least 20% of the schools that create Master Teacher and/or Model Teacher positions will be at each of the levels: elementary, middle and high.

Should the Chancellor determine by August 1st that there will be no Master Teacher or Model Teacher positions in effect for the upcoming school year, any teacher who has been selected for a transfer to a Master Teacher or Model Teacher position in a different school shall have the right to remain in their current school and the teacher shall be treated as if the transfer never occurred.

For purposes of this agreement K-8 schools including those that have pre-K programs shall be considered elementary or middle schools and grades 6-12 schools shall be considered middle or high schools.

The UFT and DOE agree to revisit the existing position in the collective bargaining agreement of “Lead Teacher” prior to the 2015-16 school year to determine if it should be continued, modified or converted into other Teacher Leadership positions set forth in this agreement.

For purposes of this “General” Section, the term “teachers” shall refer to teachers, guidance counselors, social workers and school psychologists with respect to Teacher Ambassador.

8. SEXUAL MISCONDUCT

The parties agree to revise the definition of sexual misconduct in Article 21 of the collective bargaining agreement covering teachers and corresponding articles of other UFT-BOE collective bargaining agreements 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.

9. EDUCATION LAW 3020-A MEDIATION & ARBITRATION

Mediation

- 1. In an effort to reduce a backlog of Education Law §3020-a cases the Board (DOE) and UFT shall meet to determine which §3020-a cases charged on or before June 30, 2014, shall be subject to mediation as set forth below. The parties shall commence mediation on or about, July 1, 2014.

2. The DOE and UFT shall agree on the number of neutrals to function as mediators. Neutrals shall mediate six (6) cases per day.
3. The employee (and the employee's representative, if any) and a representative of the DOE with authority to negotiate settlement agreements (subject to final supervisory approval) shall meet with the mediator. The mediator shall work informally to assist the charged employee and the DOE in reaching, if possible, a voluntary, negotiated resolution of the Education Law §3020-a charges. The mediator shall not decide the merits of the charges or impose a decision. No mediator shall be compelled to or voluntarily disclose (including in any subsequent proceedings under §3020-a of the Education Law) any information learned during mediation.
4. The DOE and UFT shall share equally all costs associated with the mediation.

Hearing Officers

1. The parties agree to seat a minimum of 25 hearing officers to hear all §3020-a cases. Should the parties fail to agree on the number of hearing officers by April 30th of preceding given school year and/or the Panel on which they will serve, either the DOE or UFT shall submit the matter to the Fact-Finding Panel consisting of Martin F. Scheinman, Howard Edelman, and Mark Grossman for binding arbitration to determine the number of hearing officers and/or the Panel on which they will serve that will sit for §3020-a cases the following school year. For the 2014-15 school year the parties have agreed to seat 25 hearing officers to hear §3020-a cases.

2. To select hearing officers, the parties shall, each year, following April 30th, exchange in good faith lists of no fewer than 10 hearing officers for consideration every other week. If the full panel is not seated by October 15th of that school year the DOE or UFT may request the Fact-Finding Panel consisting of Martin F. Scheinman, Howard Edelman, and Mark Grossman select the remaining hearing officers, subject to an individual hearing officer's agreement to serve, necessary to complete the panel of §3020-a hearing officers.

Teacher Performance Unit – Hearing Officer Dates

Hearing officers serving on the competence panel must agree to provide five (5) hearing dates (as defined in Article 21(G)(2)(a) of the Teachers' Collective Bargaining Agreement) per month for the months of September through June and two (2) hearing dates per month for the months of July and August.

10. DOE CALENDAR – EMERGENCY CLOSINGS

Article 6C of the Teachers' CBA and corresponding Articles of the other UFT-BOE CBAs shall be as amended to add the following:

The Board of Education (“DOE”) and UFT 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 UFT 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.

11. USE OF SICK DAYS FOR ILL FAMILY MEMBERS

Revise Article 16(A)(11) of the Teachers’ collective bargaining agreement and corresponding provisions of other UFT-DOE collective bargaining agreements to provide that employees will be allowed to use up to three (3) sick days per year for the care of ill family members.

12. DISCIPLINE FOR AUTHORIZED ABSENCES

Amend all UFT-DOE collective bargaining agreements to add the following:

No employee shall be disciplined, adversely rated or have any derogatory material placed in his/her file for taking an approved sabbatical for restoration of health, approved unpaid leave for restoration of health or a central DOE approved paid leave. Discipline for time and attendance is not a reflection of the employee’s performance while at work.

13. RETURN FROM LEAVE OF ABSENCE

Amend Article 16E of the Teachers’ CBA to add a new subsection 3:

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. NURSES

The parties agree that nurses are entitled to a 30-minute uninterrupted lunch period. Nurses in single-nurse schools whose lunch period is interrupted due to a medical emergency shall have their entire 30-minute lunch period rescheduled by their supervisor between the hours of 11:30 and 2:30. Should a nurse not be able to take a complete 30-minute uninterrupted lunch period during those hours, the nurse shall be entitled to one-half of his/her hourly rate of pay provided the nurse submits documentation to his/her supervisor in a timely manner with the relevant information about the medical emergency.

15. SCHOOL PSYCHOLOGISTS AND SOCIAL WORKERS PER SESSION

For Side Letter:

"This letter shall serve as the DOE's acknowledgment of Article 23.A.13 of the School Social Workers and Psychologists CBA. School Psychologists will have up to 20 hours of per session work per year available to them with supervisor approval only as to scheduling (which approval shall not be unreasonably denied) in order to assist in allowing them to fulfill their case management duties, without the necessity of posting such work."

16. ABSENT TEACHER RESERVE

For purposes of this agreement, ATRs shall be defined as all UFT-represented school based titles in excess after the first day of school, except paraprofessionals and occupational and physical therapists.

Severance Program

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

The period during which ATRs may volunteer to separate from the DOE in accordance with the terms of the Severance Program shall commence on the 30th day and shall terminate at 5 p.m. on the 60th 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 ATRs as of June 1, 2014 who volunteer for the Severance Program shall receive a severance payment according to the following schedule:

One (1) week of pay for ATRs 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 ATRs 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 ATRs 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 ATRs 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 ATRs 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 ATRs 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 ATRs 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 ATRs 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 ATRs 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 ATRs 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 1/52nd of an ATR's annual salary.

In the event that any ATR who volunteers to participate in the Severance Program returns to service with the DOE, the ATR shall repay the severance payment received pursuant to the above within six (6) months of the ATR's hiring to such position, through payroll deductions in equal amounts. This repayment provision shall not apply to ATRs who return to work as day-to-day substitute teachers.

Interviews

During the period September 15, 2014 through October 15, 2014 (and during the same period in each subsequent year to the extent this ATR Program is continued as set forth below), the employer will arrange, to the greatest extent reasonably possible, for interviews between ATRs and schools with applicable license-area vacancies within the district or borough to which the ATR is assigned. After October 15, ATRs may continue, at the DOE's discretion, to be sent to interviews within the district or borough for applicable license-area vacancies. An ATR that declines or fails to report to an interview, upon written notice of it, two or more times without good cause shall be treated as having voluntarily resigned his/her employment.

When an ATR is selected by a principal for a permanent placement in either the district or borough, the ATR shall be assigned to fill the vacancy in his/her license area, be placed on the school's table of organization and take his/her rightful place in seniority order. Schools may continue to hire ATRs on a provisional basis consistent with existing agreements between the parties. An ATR 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.

Any school that selects an ATR for a permanent placement will not have that ATR's salary included for the purpose of average teacher salary calculation.

ATR's in Districts 75 and 79 shall be sent for interviews only in the same borough, within their respective district, as the school to which they were previously assigned.

ATR's in BASIS shall be sent for interviews only in the same borough as the school to which they were previously assigned.

Assignments of ATRs

After October 15, 2014, ATRs, except those who have been penalized (as a result of a finding of guilt or by stipulation) in conjunction with §3020-a charges with a suspension of 30 days or more or a fine of \$2,000 or more, will be given a temporary provisional assignment to a school with a vacancy in their license area where available. The DOE, at its sole discretion, may choose to assign ATRs to a temporary provisional assignment who have been penalized (as a result of a finding of guilt or by stipulation) in conjunction with §3020-a charges with a suspension of 30 days or more or a fine of \$2,000 or more.

The DOE shall not be required to send more than one ATR at a time to a school per vacancy for a temporary provisional assignment. These assignments will first be made within district and then within borough. For purposes of the ATR Program, ATRs shall also be given temporary provisional assignments to cover leaves and long term absences within their license area within district and then within borough. ATRs in Districts 75 and 79 shall be given temporary provisional assignments only in the same borough, within their respective district, as the school to which they were previously assigned.

All temporary provisional assignments for an ATR in BASIS will be within the same borough as the school to which they were previously assigned.

It is understood that at any time after a temporary provisional assignment is made, a principal can remove the ATR from this assignment and the ATR will be returned to the ATR pool and be subject to the terms and conditions of employment then applicable to ATRs pursuant to the parties' collective bargaining agreement(s).

If a principal removes an ATR from an assignment to a vacancy in his/her license area because of problematic behavior as described below and the ATR 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 ATRs who have completed their probationary periods, as set forth below.

If, within a school year or consecutively across school years, two different principals remove an ATR who is on a temporary provisional assignment to a vacancy in his/her license area for problematic behavior and provide the ATR with a signed writing describing the problematic behavior, the ATR shall be subject to discipline up to and including discharge as provided below. The ATR will be returned to the ATR pool pending completion of the expedited ATR §3020-a procedure set forth below.

An ATR who has been placed back in the ATR pool will be in the rotation to schools unless he/she is again offered a temporary provisional assignment at another school. Rotational assignments or assignments to a school (as opposed to

a vacancy in his/her license area) shall not form the basis of an incident of problematic behavior as described herein.

To the extent that the provisions of this section conflict with the provisions of the Memorandum of Agreement dated June 27, 2011, the provisions of this section shall govern.

ATR §3020-a Procedure

If, within a school year or consecutively across school years, an ATR has been removed from a temporary provisional assignment to a vacancy in his/her license area by two different principals because of asserted problematic behavior, a neutral arbitrator from a panel of arbitrators jointly selected for this purpose (the panel presently consisting of Martin F. Scheinman, Howard Edelman and Mark Grossman) shall convene a §3020-a hearing as soon as possible.

Based on 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 ATR 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 in a vacancy in the ATR's license area 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 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 ATRs that have been charged based on a pattern of problematic behavior in accordance with this agreement.

- The ATR shall have ten (10) school days to request a hearing upon receipt of the §3020-a charges;
- At the same time as the ATR is charged, the Board (DOE) will notify the UFT as to where the ATR 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 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 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 ATR 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 Article 21(G) of the Teachers CBA and corresponding articles of other UFT-BOE CBAs.

Term

This agreement with respect to the absent teacher reserve (referred to above as the "ATR 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 ATR Program and absent agreement, the parties shall return to the terms and conditions for ATR assignment as they exist in the 2007-2009 collective bargaining agreement(s) 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.

17. HARD TO STAFF SCHOOL DIFFERENTIAL

In order to promote teacher retention and recruitment to high need schools which have staffing challenges, teachers 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 UFT prior to designating schools and the differential amount. The determinations as to the schools and amounts shall be final and not grievable. All teachers 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 of the following school year. To receive the differential, teachers 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. Teachers who serve less than five months of cumulative active service at the school are not eligible to receive the differential. Teachers serving greater than five months but less than the full year shall receive a pro-rata share of the differential.

18. ARBITRATION DATES

Article 22C of the Teachers’ CBA and corresponding Articles of the other UFT-BOE CBAs shall be amended to add the following:

The total number of arbitration dates shall be increased from 175 to 200 dates per year.

19. PROGRESSIVE REDESIGN OPPORTUNITY SCHOOLS FOR EXCELLENCE (PROSE)

Amend all UFT-BOE Collective Bargaining Agreements to add:

1. 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 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, supervisors, 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.

2. Joint PROSE Panel.

- a. Upon ratification of the successor collective bargaining agreements to the 2007-2009 collective bargaining agreements, a collaborative, decision-making Panel made up of an equal number of members selected by the UFT President and the Chancellor will invite school teams of UFT-represented employees and CSA-represented administrators to submit proposals for five years long 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.

3. 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 Board (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 changes to articles of the Teachers' CBA and corresponding articles of other UFT-DOE CBAs that relate to (i) configuration of the existing work hours and/or work year (Article 6), including extending the school day and/or year, provided there is no diminution of annual salary; (ii) programs, assignments and teaching conditions in schools and programs (Article 7); professional support for new teachers (Article 8G); (iii) evaluation; (iv) professional development assignments and positions (Article 11 IV); (v) working conditions of per session teachers (Articles 15C2 and 15C4); (vi) Step 1 of the grievance process (Article 22B 1a); and (vii) transfers to the school (Article 18A, paragraph 1, sentence 2). The Chancellor and UFT President may agree to other articles of the Teachers' CBA that schools may propose to change. Proposals may (but do not have to) include modifications to Chancellor's Regulations except those affecting student safety or implementing state and federal laws and regulations.
- 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, teacher-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 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.

4. 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 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. UFT-represented employees who wish to transfer out of a school that has been approved to participate in the PROSE program may do so on the same basis as similarly situated employees, with the exception that teachers who wish to transfer out of the school for the 2014-15 school year may do so by October 15th without Principal release if they find another position in accordance with the applicable CBA.
- e. If accepted and approved as provided herein, the UFT, 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 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.

5. New Schools.

- a. The DOE and the UFT will develop an alternative process for the creation of new schools that are proposed by either teachers and 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.

20. MISCELLANEOUS

a. Unless expressly stated otherwise, the provisions of this Agreement apply to the bargaining units and titles covered in paragraph 3 above and will be incorporated into the individual unit agreements as applicable.

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

21. INTERIM AGREEMENTS

The agreements (annexed hereto collectively as APPENDIX B) reached during the term of the collective bargaining agreements effective October 13, 2007 to October 31, 2009 are to be included in the applicable successor agreements subject to such modifications as are required by this agreement and its Appendices.

22. RATIFICATION

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

23. 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 _____.

**United Federation of Teachers
Local 2, AFT, AFL-CIO**

By: 
Michael Mulgrew
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

APPENDIX A
Salary Schedules
Subject to Correction

TEACHER SALARY SCHEDULE

5/1/14

1.00%

	4,387	1,626	4,632	6,014	9,019	7,640	12,027
	BAC1	C1+PD	BA+30	C2+PD	MA	MA+30	MA+30
			C2	C2+ID	C2+PD	C2+ID+PD	C6
							C6+PD
1A	46,445	50,832	48,071	51,077	52,459	55,464	58,472
18	46,445	50,832	48,071	51,077	52,459	55,464	58,472
2A	49,407	53,794	51,033	54,039	55,421	58,426	61,434
28	49,407	53,794	51,033	54,039	55,421	58,426	61,434
3A	49,817	54,204	51,443	54,449	55,831	58,836	61,844
38	49,817	54,204	51,443	54,449	55,831	58,836	61,844
4A	50,538	54,925	52,164	55,170	56,552	59,557	62,565
48	50,538	54,925	52,164	55,170	56,552	59,557	62,565
5A	51,162	55,549	52,788	55,794	57,176	60,181	63,189
58	51,162	55,549	52,788	55,794	57,176	60,181	63,189
6A	51,833	56,220	53,459	56,465	57,847	60,852	63,860
6A+L5	52,853	57,240	54,479	57,485	58,867	61,872	64,880
68	52,784	57,171	54,410	57,416	58,798	61,803	64,811
68+L5	53,804	58,191	55,430	58,436	59,818	62,823	65,831
7A	54,196	58,583	55,822	58,828	60,210	63,215	66,223
7A+L5	55,216	59,603	56,842	59,848	61,230	64,235	67,243
78	57,503	61,890	59,129	62,135	63,517	66,522	69,530
78+L5	58,523	62,910	60,149	63,155	64,537	67,542	70,550
8A	60,598	64,985	62,224	65,230	66,612	69,617	72,625
8A+L5	61,618	66,005	63,244	66,250	67,632	70,637	73,645
88	64,272	68,659	65,898	68,904	70,286	73,291	76,299
88+L5	65,292	69,679	66,918	69,924	71,306	74,311	77,319
88+L10	68,443	72,830	70,069	73,075	74,457	77,462	80,470
88+L13	70,588	74,975	72,214	75,220	76,602	79,607	82,615
88+L15	75,115	79,502	76,741	79,747	81,129	84,134	87,142
88+L18	76,303	80,690	77,929	80,935	82,317	85,322	88,330
88+L20	85,088	89,475	86,714	89,720	91,102	94,107	97,115
88+L22	90,033	94,420	91,659	94,665	96,047	99,052	102,060
L5	1,020						
L10	4,171						
L13	6,316						
L15	10,843						
L18	12,031						
L20	20,816						
L22	25,761						

TEACHER SALARY SCHEDULE

5/1/15

3.02%

	4,519	1,675	4,772	6,196	9,291	7,871	12,390	
	BA C1	C1+PD	C2	C2+ID	C2+PD	C2+ID+PD	C6	
			BA+30		MA		MA+30	
							MA+30	
							C6	
							C6+PD	
1A	49,908	54,427	51,583	54,680	56,104	59,199	57,779	62,298
18	49,908	54,427	51,583	54,680	56,104	59,199	57,779	62,298
2A	50,899	55,418	52,574	55,671	57,095	60,190	58,770	63,289
28	50,899	55,418	52,574	55,671	57,095	60,190	58,770	63,289
3A	51,321	55,840	52,996	56,093	57,517	60,612	59,192	63,711
38	51,321	55,840	52,996	56,093	57,517	60,612	59,192	63,711
4A	52,064	56,583	53,739	56,836	58,260	61,355	59,935	64,454
48	52,064	56,583	53,739	56,836	58,260	61,355	59,935	64,454
5A	52,707	57,226	54,382	57,479	58,903	61,998	60,578	65,097
58	52,707	57,226	54,382	57,479	58,903	61,998	60,578	65,097
6A	53,398	57,917	55,073	58,170	59,594	62,689	61,269	65,788
6A+L5	54,449	58,968	56,124	59,221	60,645	63,740	62,320	66,839
68	54,378	58,897	56,053	59,150	60,574	63,669	62,249	66,768
68+L5	55,429	59,948	57,104	60,201	61,625	64,720	63,300	67,819
7A	55,833	60,352	57,508	60,605	62,029	65,124	63,704	68,223
7A+L5	56,884	61,403	58,559	61,656	63,080	66,175	64,755	69,274
78	59,240	63,759	60,915	64,012	65,436	68,531	67,111	71,630
78+L5	60,291	64,810	61,966	65,063	66,487	69,582	68,162	72,681
8A	62,428	66,947	64,103	67,200	68,624	71,719	70,299	74,818
8A+L5	63,479	67,998	65,154	68,251	69,675	72,770	71,350	75,869
88	66,213	70,732	67,888	70,985	72,409	75,504	74,084	78,603
88+L5	67,264	71,783	68,939	72,036	73,460	76,555	75,135	79,654
88+L10	70,510	75,029	72,185	75,282	76,706	79,801	78,381	82,900
88+L13	72,720	77,239	74,395	77,492	78,916	82,011	80,591	85,110
88+L15	77,383	81,902	79,058	82,155	83,579	86,674	85,254	89,773
88+L18	78,607	83,126	80,282	83,379	84,803	87,898	86,478	90,997
88+L20	87,658	92,177	89,333	92,430	93,854	96,949	95,529	100,048
88+L22	92,752	97,271	94,427	97,524	98,948	102,043	100,623	105,142
L5	1,051							
L10	4,297							
L13	6,507							
L15	11,170							
L18	12,394							
L20	21,445							
L22	26,539							

TEACHER SALARY SCHEDULE

5/1/16

3.480415%

	4,677	1,733	4,939	6,412	9,615	6,146	12,822	
	BA C1	C1+PD	8A+30	C2+ID	C2+PD	MA+30	MA+30	
			C2		MA	C6	C6+PD	
				C2+ID	C2+PD	C2+ID+PD		
1A	51,650	56,327	53,383	56,589	58,062	61,265	59,796	64,472
18	51,650	56,327	53,383	56,589	58,062	61,265	59,796	64,472
2A	52,676	57,353	54,409	57,615	59,088	62,291	60,822	65,498
28	52,676	57,353	54,409	57,615	59,088	62,291	60,822	65,498
3A	53,112	57,789	54,845	58,051	59,524	62,727	61,258	65,934
38	53,112	57,789	54,845	58,051	59,524	62,727	61,258	65,934
4A	53,881	58,558	55,614	58,820	60,293	63,496	62,027	66,703
48	53,881	58,558	55,614	58,820	60,293	63,496	62,027	66,703
5A	54,547	59,224	56,280	59,486	60,959	64,162	62,693	67,369
58	54,547	59,224	56,280	59,486	60,959	64,162	62,693	67,369
6A	55,262	59,939	56,995	60,201	61,674	64,877	63,408	68,084
6A+L5	56,350	61,027	58,083	61,289	62,762	65,965	64,496	69,172
68	56,276	60,953	58,009	61,215	62,688	65,891	64,422	69,098
68+L5	57,364	62,041	59,097	62,303	63,776	66,979	65,510	70,186
7A	57,782	62,459	59,515	62,721	64,194	67,397	65,928	70,604
7A+L5	58,870	63,547	60,603	63,809	65,282	68,485	67,016	71,692
78	61,308	65,985	63,041	66,247	67,720	70,923	69,454	74,130
78+L5	62,396	67,073	64,129	67,335	68,808	72,011	70,542	75,218
8A	64,607	69,284	66,340	69,546	71,019	74,222	72,753	77,429
8A+L5	65,695	70,372	67,428	70,634	72,107	75,310	73,841	78,517
88	68,524	73,201	70,257	73,463	74,936	78,139	76,670	81,346
88+L5	69,612	74,289	71,345	74,551	76,024	79,227	77,758	82,434
88+L10	72,971	77,648	74,704	77,910	79,383	82,586	81,117	85,793
88+L13	75,258	79,935	76,991	80,197	81,670	84,873	83,404	88,080
88+L15	80,084	84,761	81,817	85,023	86,496	89,699	88,230	92,906
88+L18	81,351	86,028	83,084	86,290	87,763	90,966	89,497	94,173
88+L20	90,718	95,395	92,451	95,657	97,130	100,333	98,864	103,540
88+L22	95,989	100,666	97,722	100,928	102,401	105,604	104,135	108,811
L5	1,088							
L10	4,447							
L13	6,734							
L15	11,560							
L18	12,827							
L20	22,194							
L22	27,465							

TEACHER SALARY SCHEDULE

5/1/17

4.55%

		4,890	1,812	5,164	6,704	10,052	8,517	13,405
	8AC1	C1+PD	BA+30 C2	C2+ID	MA C2+PD	C2+ID+PD	MA+30 C6	MA+30 C6+PD
1A	54,000	58,890	55,812	59,164	60,704	64,052	62,517	67,405
1B	54,000	58,890	55,812	59,164	60,704	64,052	62,517	67,405
2A	55,073	59,963	56,885	60,237	61,777	65,125	63,590	68,478
2B	55,073	59,963	56,885	60,237	61,777	65,125	63,590	68,478
3A	55,529	60,419	57,341	60,693	62,233	65,581	64,046	68,934
3B	55,529	60,419	57,341	60,693	62,233	65,581	64,046	68,934
4A	56,333	61,223	58,145	61,497	63,037	66,385	64,850	69,738
4B	56,333	61,223	58,145	61,497	63,037	66,385	64,850	69,738
5A	57,029	61,919	58,841	62,193	63,733	67,081	65,546	70,434
5B	57,029	61,919	58,841	62,193	63,733	67,081	65,546	70,434
6A	57,776	62,666	59,588	62,940	64,480	67,828	66,293	71,181
6A+L5	58,914	63,804	60,726	64,078	65,618	68,966	67,431	72,319
6B	58,837	63,727	60,649	64,001	65,541	68,889	67,354	72,242
6B+L5	59,975	64,865	61,787	65,139	66,679	70,027	68,492	73,380
7A	60,411	65,301	62,223	65,575	67,115	70,463	68,928	73,816
7A+L5	61,549	66,439	63,361	66,713	68,253	71,601	70,066	74,954
7B	64,098	68,988	65,910	69,262	70,802	74,150	72,615	77,503
7B+L5	65,236	70,126	67,048	70,400	71,940	75,288	73,753	78,641
8A	67,547	72,437	69,359	72,711	74,251	77,599	76,064	80,952
8A+L5	68,685	73,575	70,497	73,849	75,389	78,737	77,202	82,090
8B	71,642	76,532	73,454	76,806	78,346	81,694	80,159	85,047
8B+L5	72,780	77,670	74,592	77,944	79,484	82,832	81,297	86,185
8B+L10	76,291	81,181	78,103	81,455	82,995	86,343	84,808	89,696
8B+L13	78,682	83,572	80,494	83,846	85,386	88,734	87,199	92,087
8B+L15	83,728	88,618	85,540	88,892	90,432	93,780	92,245	97,133
8B+L18	85,053	89,943	86,865	90,217	91,757	95,105	93,570	98,458
8B+L20	94,846	99,736	96,658	100,010	101,550	104,898	103,363	108,251
8B+L22	100,357	105,247	102,169	105,521	107,061	110,409	108,874	113,762
L5	1,138							
L10	4,649							
L13	7,040							
L15	12,086							
L18	13,411							
L20	23,204							
L22	28,715							

TEACHER SALARY SCHEDULE

5/1/18

5.019315%

	5,135	1,903	5,423	7,040	10,557	8,944	14,078
	BA C1	C1+PD	BA+30	MA	MA+30	MA+30	MA+30
	C2	C2+ID	C2+PD	C2+ID+PD	C6	C6+PD	
1A	56,710	61,845	58,613	62,133	63,750	67,267	70,788
18	56,710	61,845	58,613	62,133	63,750	67,267	70,788
2A	57,837	62,972	59,740	63,260	64,877	68,394	71,915
28	57,837	62,972	59,740	63,260	64,877	68,394	71,915
3A	58,316	63,451	60,219	63,739	65,356	68,873	72,394
38	58,316	63,451	60,219	63,739	65,356	68,873	72,394
4A	59,161	64,296	61,064	64,584	66,201	69,718	73,239
48	59,161	64,296	61,064	64,584	66,201	69,718	73,239
5A	59,891	65,026	61,794	65,314	66,931	70,448	73,969
5B	59,891	65,026	61,794	65,314	66,931	70,448	73,969
6A	60,676	65,811	62,579	66,099	67,716	71,233	74,754
6A+L5	61,871	67,006	63,774	67,294	68,911	72,428	75,949
68	61,790	66,925	63,693	67,213	68,830	72,347	75,868
6B+L5	62,985	68,120	64,888	68,408	70,025	73,542	77,063
7A	63,443	68,578	65,346	68,866	70,483	74,000	77,521
7A+L5	64,638	69,773	66,541	70,061	71,678	75,195	78,716
78	67,315	72,450	69,218	72,738	74,355	77,872	81,393
7B+L5	68,510	73,645	70,413	73,933	75,550	79,067	82,588
8A	70,937	76,072	72,840	76,360	77,977	81,494	85,015
8A+L5	72,132	77,267	74,035	77,555	79,172	82,689	86,210
88	75,238	80,373	77,141	80,661	82,278	85,795	89,316
8B+L5	76,433	81,568	78,336	81,856	83,473	86,990	90,511
8B+L10	80,120	85,255	82,023	85,543	87,160	90,677	94,198
8B+L13	82,631	87,766	84,534	88,054	89,671	93,188	96,709
8B+L15	87,931	93,066	89,834	93,354	94,971	98,488	102,009
8B+L18	89,322	94,457	91,225	94,745	96,362	99,879	103,400
8B+L20	99,607	104,742	101,510	105,030	106,647	110,164	113,685
8B+L22	105,394	110,529	107,297	110,817	112,434	115,951	119,472
L5	1,195						
L10	4,882						
L13	7,393						
L15	12,693						
L18	14,084						
L20	24,369						
L22	30,156						

ADULT EDUCATION TEACHER SALARY SCHEDULE
May 19 2008

		5,895	8,842	7,489	11,790
		MA		MA+30	MA+30
BA C1		C2+PD	C2+ID+PD	C6	C6+PD
1A	45,530	51,425	54,372	53,019	57,320
1B	45,530	51,425	54,372	53,019	57,320
2A	48,434	54,329	57,276	55,923	60,224
2B	48,434	54,329	57,276	55,923	60,224
3A	48,836	54,731	57,678	56,325	60,626
3B	48,836	54,731	57,678	56,325	60,626
4A	49,543	55,438	58,385	57,032	61,333
4B	49,543	55,438	58,385	57,032	61,333
5A	50,153	56,048	58,995	57,642	61,943
5B	50,153	56,048	58,995	57,642	61,943
6A	50,812	56,707	59,654	58,301	62,602
6A+L5	51,812	57,707	60,654	59,301	63,602
6B	51,744	57,639	60,586	59,233	63,534
6B+L5	52,744	58,639	61,586	60,233	64,534
7A	53,128	59,023	61,970	60,617	64,918
7A+L5	54,128	60,023	62,970	61,617	65,918
7B	56,370	62,265	65,212	63,859	68,160
7B+L5	57,370	63,265	66,212	64,859	69,160
8A	59,404	65,299	68,246	66,893	71,194
8A+L5	60,404	66,299	69,246	67,893	72,194
8B	63,006	68,901	71,848	70,495	74,796
8B+L5	64,006	69,901	72,848	71,495	75,796
8B+L10	67,095	72,990	75,937	74,584	78,885
8B+L13	69,197	75,092	78,039	76,686	80,987
8B+L15	73,636	79,531	82,478	81,125	85,426
8B+L18	74,800	80,695	83,642	82,289	86,590
8B+L20	83,412	89,307	92,254	90,901	95,202
8B+L22	88,259	94,154	97,101	95,748	100,049
L5	1,000				
L10	4,089				
L13	6,191				
L15	10,630				
L18	11,794				
L20	20,406				
L22	25,253				

ADULT EDUCATION TEACHER SALARY SCHEDULE

5/1/13

1.00%

		5,954	8,930	7,564	11,908
		MA		MA+30	MA+30
	BA C1	C2+PD	C2+ID+PD	C6	C6+PD
1A	45,985	51,939	54,915	53,549	57,893
18	45,985	51,939	54,915	53,549	57,893
2A	48,918	54,872	57,848	56,482	60,826
2B	48,918	54,872	57,848	56,482	60,826
3A	49,324	55,278	58,254	56,888	61,232
3B	49,324	55,278	58,254	56,888	61,232
4A	50,038	55,992	58,968	57,602	61,946
4B	50,038	55,992	58,968	57,602	61,946
5A	50,655	56,609	59,585	58,219	62,563
5B	50,655	56,609	59,585	58,219	62,563
6A	51,320	57,274	60,250	58,884	63,228
6A+LS	52,330	58,284	61,260	59,894	64,238
68	52,261	58,215	61,191	59,825	64,169
68+LS	53,271	59,225	62,201	60,835	65,179
7A	53,659	59,613	62,589	61,223	65,567
7A+LS	54,669	60,623	63,599	62,233	66,577
7B	56,934	62,888	65,864	64,498	68,842
7B+LS	57,944	63,898	66,874	65,508	69,852
8A	59,998	65,952	68,928	67,562	71,906
8A+LS	61,008	66,962	69,938	68,572	72,916
8B	63,636	69,590	72,566	71,200	75,544
8B+LS	64,646	70,600	73,576	72,210	76,554
8B+L10	67,766	73,720	76,696	75,330	79,674
8B+L13	69,889	75,843	78,819	77,453	81,797
8B+L15	74,372	80,326	83,302	81,936	86,280
8B+L18	75,548	81,502	84,478	83,112	87,456
8B+L20	84,246	90,200	93,176	91,810	96,154
8B+L22	89,142	95,096	98,072	96,706	101,050
L5	1,010				
L10	4,130				
L13	6,253				
L15	10,736				
L18	11,912				
L20	20,610				
L22	25,506				

ADULT EDUCATION TEACHER SALARY SCHEDULE

5/1/14

1.00%

		6,014	9,019	7,640	12,027
		MA		MA+30	MA+30
	8A C1	C2+PD	C2+ID+PD	C6	C6+PD
1A	46,445	52,459	55,464	54,085	58,472
18	46,445	52,459	55,464	54,085	58,472
2A	49,407	55,421	58,426	57,047	61,434
28	49,407	55,421	58,426	57,047	61,434
3A	49,817	55,831	58,836	57,457	61,844
38	49,817	55,831	58,836	57,457	61,844
4A	50,538	56,552	59,557	58,178	62,565
48	50,538	56,552	59,557	58,178	62,565
5A	51,162	57,176	60,181	58,802	63,189
58	51,162	57,176	60,181	58,802	63,189
6A	51,833	57,847	60,852	59,473	63,860
6A+L5	52,853	58,867	61,872	60,493	64,880
68	52,784	58,798	61,803	60,424	64,811
68+L5	53,804	59,818	62,823	61,444	65,831
7A	54,196	60,210	63,215	61,836	66,223
7A+L5	55,216	61,230	64,235	62,856	67,243
78	57,503	63,517	66,522	65,143	69,530
78+L5	58,523	64,537	67,542	66,163	70,550
8A	60,598	66,612	69,617	68,238	72,625
8A+L5	61,618	67,632	70,637	69,258	73,645
88	64,272	70,286	73,291	71,912	76,299
88+L5	65,292	71,306	74,311	72,932	77,319
88+L10	68,443	74,457	77,462	76,083	80,470
88+L13	70,588	76,602	79,607	78,228	82,615
88+L15	75,115	81,129	84,134	82,755	87,142
88+L18	76,303	82,317	85,322	83,943	88,330
88+L20	85,088	91,102	94,107	92,728	97,115
88+L22	90,033	96,047	99,052	97,673	102,060
L5	1,020				
L10	4,171				
L13	6,316				
L15	10,843				
L18	12,031				
L20	20,816				
L22	25,761				

ADULT EDUCATION TEACHER SALARY SCHEDULE
 9/1/14 \$2,000
 \$2000 on steps 1A and 1B

		6,014	9,019	7,640	12,027
	BA C1	MA		MA+30	MA+30
		C2+PD	C2+ID+PD	C6	C6+PD
1A	48,445	54,459	57,464	56,085	60,472
1B	48,445	54,459	57,464	56,085	60,472
2A	49,407	55,421	58,426	57,047	61,434
2B	49,407	55,421	58,426	57,047	61,434
3A	49,817	55,831	58,836	57,457	61,844
3B	49,817	55,831	58,836	57,457	61,844
4A	50,538	56,552	59,557	58,178	62,565
4B	50,538	56,552	59,557	58,178	62,565
5A	51,162	57,176	60,181	58,802	63,189
5B	51,162	57,176	60,181	58,802	63,189
6A	51,833	57,847	60,852	59,473	63,860
6A+L5	52,853	58,867	61,872	60,493	64,880
6B	52,784	58,798	61,803	60,424	64,811
6B+L5	53,804	59,818	62,823	61,444	65,831
7A	54,196	60,210	63,215	61,836	66,223
7A+L5	55,216	61,230	64,235	62,856	67,243
7B	57,503	63,517	66,522	65,143	69,530
7B+L5	58,523	64,537	67,542	66,163	70,550
8A	60,598	66,612	69,617	68,238	72,625
8A+L5	61,618	67,632	70,637	69,258	73,645
8B	64,272	70,286	73,291	71,912	76,299
8B+L5	65,292	71,306	74,311	72,932	77,319
8B+L10	68,443	74,457	77,462	76,083	80,470
8B+L13	70,588	76,602	79,607	78,228	82,615
8B+L15	75,115	81,129	84,134	82,755	87,142
8B+L18	76,303	82,317	85,322	83,943	88,330
8B+L20	85,088	91,102	94,107	92,728	97,115
8B+L22	90,033	96,047	99,052	97,673	102,060
L5	1,020				
L10	4,171				
L13	6,316				
L15	10,843				
L18	12,031				
L20	20,816				
L22	25,761				

TEACHER SALARY SCHEDULE

5/1/15

3.02%

		6,186	9,291	7,871	12,390
		MA		MA+30	MA+30
	BA C1	C2+PD	C2+ID+PD	C6	C6+PD
1A	49,908	56,104	59,199	57,779	62,298
1B	49,908	56,104	59,199	57,779	62,298
2A	50,899	57,095	60,190	58,770	63,289
2B	50,899	57,095	60,190	58,770	63,289
3A	51,321	57,517	60,612	59,192	63,711
3B	51,321	57,517	60,612	59,192	63,711
4A	52,064	58,260	61,355	59,935	64,454
4B	52,064	58,260	61,355	59,935	64,454
5A	52,707	58,903	61,998	60,578	65,097
5B	52,707	58,903	61,998	60,578	65,097
6A	53,398	59,594	62,689	61,269	65,788
6A+L5	54,449	60,645	63,740	62,320	66,839
6B	54,378	60,574	63,669	62,249	66,768
6B+L5	55,429	61,625	64,720	63,300	67,819
7A	55,833	62,029	65,124	63,704	68,223
7A+L5	56,884	63,080	66,175	64,755	69,274
7B	59,240	65,436	68,531	67,111	71,630
7B+L5	60,291	66,487	69,582	68,162	72,681
8A	62,428	68,624	71,719	70,299	74,818
8A+L5	63,479	69,675	72,770	71,350	75,869
8B	66,213	72,409	75,504	74,084	78,603
8B+L5	67,264	73,460	76,555	75,135	79,654
8B+L10	70,510	76,706	79,801	78,381	82,900
8B+L13	72,720	78,916	82,011	80,591	85,110
8B+L15	77,383	83,579	86,674	85,254	89,773
8B+L18	78,607	84,803	87,898	86,478	90,997
8B+L20	87,658	93,854	96,949	95,529	100,048
8B+L22	92,752	98,948	102,043	100,623	105,142
L5	1,051				
L10	4,297				
L13	6,507				
L15	11,170				
L18	12,394				
L20	21,445				
L22	26,539				

ADULT EDUCATION TEACHER SALARY SCHEDULE

5/1/16

3.490415%

		6,412	9,615	8,146	12,822
		MA		MA+30	MA+30
	BA C1	C2+PD	C2+HD+PD	C6	C6+PD
1A	51,650	58,062	61,265	59,796	64,472
18	51,650	58,062	61,265	59,796	64,472
2A	52,676	59,088	62,291	60,822	65,498
28	52,676	59,088	62,291	60,822	65,498
3A	53,112	59,524	62,727	61,258	65,934
38	53,112	59,524	62,727	61,258	65,934
4A	53,881	60,293	63,496	62,027	66,703
48	53,881	60,293	63,496	62,027	66,703
5A	54,547	60,959	64,162	62,693	67,369
58	54,547	60,959	64,162	62,693	67,369
6A	55,262	61,674	64,877	63,408	68,084
6A+L5	56,350	62,762	65,965	64,496	69,172
68	56,276	62,688	65,891	64,422	69,098
68+L5	57,364	63,776	66,979	65,510	70,186
7A	57,782	64,194	67,397	65,928	70,604
7A+L5	58,870	65,282	68,485	67,016	71,692
78	61,308	67,720	70,923	69,454	74,130
78+L5	62,396	68,808	72,011	70,542	75,218
8A	64,607	71,019	74,222	72,753	77,429
8A+L5	65,695	72,107	75,310	73,841	78,517
88	68,524	74,936	78,139	76,670	81,346
88+L5	69,612	76,024	79,227	77,758	82,434
88+L10	72,971	79,383	82,586	81,117	85,793
88+L13	75,258	81,670	84,873	83,404	88,080
88+L15	80,084	86,496	89,699	88,230	92,906
88+L18	81,351	87,763	90,966	89,497	94,173
88+L20	90,718	97,130	100,333	98,864	103,540
88+L22	95,989	102,401	105,604	104,135	108,811
L5	1,088				
L10	4,447				
L13	6,734				
L15	11,560				
L18	12,827				
L20	22,194				
L22	27,465				

ADULT EDUCATION TEACHER SALARY SCHEDULE

5/1/17

4.55%

		6,704	10,052	8,517	13,405
	BA C1	MA	C2+ID+PD	MA+30	MA+30
		C2+PD	C2+ID+PD	C6	C6+PD
1A	54,000	60,704	64,052	62,517	67,405
18	54,000	60,704	64,052	62,517	67,405
2A	55,073	61,777	65,125	63,590	68,478
28	55,073	61,777	65,125	63,590	68,478
3A	55,529	62,233	65,581	64,046	68,934
38	55,529	62,233	65,581	64,046	68,934
4A	56,333	63,037	66,385	64,850	69,738
48	56,333	63,037	66,385	64,850	69,738
5A	57,029	63,733	67,081	65,546	70,434
58	57,029	63,733	67,081	65,546	70,434
6A	57,776	64,480	67,828	66,293	71,181
6A+L5	58,914	65,618	68,966	67,431	72,319
6B	58,837	65,541	68,889	67,354	72,242
68+L5	59,975	66,679	70,027	68,492	73,380
7A	60,411	67,115	70,463	68,928	73,816
7A+L5	61,549	68,253	71,601	70,066	74,954
78	64,098	70,802	74,150	72,615	77,503
78+L5	65,236	71,940	75,288	73,753	78,641
8A	67,547	74,251	77,599	76,064	80,952
8A+L5	68,685	75,389	78,737	77,202	82,090
8B	71,642	78,346	81,694	80,159	85,047
88+L5	72,780	79,484	82,832	81,297	86,185
88+L10	76,291	82,995	86,343	84,808	89,696
88+L13	78,682	85,386	88,734	87,199	92,087
88+L15	83,728	90,432	93,780	92,245	97,133
88+L18	85,053	91,757	95,105	93,570	98,458
88+L20	94,846	101,550	104,898	103,363	108,251
88+L22	100,357	107,061	110,409	108,874	113,762
L5	1,138				
L10	4,649				
L13	7,040				
L15	12,086				
L18	13,411				
L20	23,204				
L22	28,715				

ADULT EDUCATION TEACHER SALARY SCHEDULE

5/1/18

5.019315%

		7,040	10,557	8,944	14,078
	BAC1	MA	C2+ID+PD	MA+30	MA+30
		C2+PD	C6	C6+PD	
1A	56,710	63,750	67,267	65,654	70,788
18	56,710	63,750	67,267	65,654	70,788
2A	57,837	64,877	68,394	66,781	71,915
28	57,837	64,877	68,394	66,781	71,915
3A	58,316	65,356	68,873	67,260	72,394
38	58,316	65,356	68,873	67,260	72,394
4A	59,161	66,201	69,718	68,105	73,239
48	59,161	66,201	69,718	68,105	73,239
5A	59,891	66,931	70,448	68,835	73,969
58	59,891	66,931	70,448	68,835	73,969
6A	60,676	67,716	71,233	69,620	74,754
6A+L5	61,871	68,911	72,428	70,815	75,949
68	61,790	68,830	72,347	70,734	75,868
68+L5	62,985	70,025	73,542	71,929	77,063
7A	63,443	70,483	74,000	72,387	77,521
7A+L5	64,638	71,678	75,195	73,582	78,716
78	67,315	74,355	77,872	76,259	81,393
78+L5	68,510	75,550	79,067	77,454	82,588
8A	70,937	77,977	81,494	79,881	85,015
8A+L5	72,132	79,172	82,689	81,076	86,210
88	75,238	82,278	85,795	84,182	89,316
88+L5	76,433	83,473	86,990	85,377	90,511
88+L10	80,120	87,160	90,677	89,064	94,198
88+L13	82,631	89,671	93,188	91,575	96,709
88+L15	87,931	94,971	98,488	96,875	102,009
88+L18	89,322	96,362	99,879	98,266	103,400
88+L20	99,607	106,647	110,164	108,551	113,685
88+L22	105,394	112,434	115,951	114,338	119,472
L5	1,195				
L10	4,882				
L13	7,393				
L15	12,693				
L18	14,084				
L20	24,369				
L22	30,156				

**GUIDANCE COUNSELOR SALARY SCHEDULE
May19 2008**

Step	Vih	Vih2
		5,984
1A	51,186	57,170
1B	51,186	57,170
2A	54,387	60,371
2B	54,387	60,371
3A	54,773	60,757
3B	54,773	60,757
4A	55,475	61,459
4B	55,475	61,459
5A	56,432	62,416
5B	58,158	64,142
6A	59,683	65,667
6B	61,424	67,408
7A	62,914	68,898
7B	67,699	73,683
8A	70,522	76,506
8B	74,061	80,045
8B+5	75,061	81,045
8B+10	78,216	84,200
8B+13	79,078	85,062
8B+15	82,442	88,426
8B+18	83,832	89,816
8B+20	91,882	97,866
8B+22	96,868	102,852

Longevity increments

5	1,000
10	4,155
13	5,017
15	8,381
18	9,771
20	17,821
22	22,807

GUIDANCE COUNSELOR SALARY SCHEDULE

5/1/13

1.00%

Longevity Increments

Step	Vih	Vih2
		6,044
1A	51,698	57,742
18	51,698	57,742
2A	54,931	60,975
28	54,931	60,975
3A	55,321	61,365
3B	55,321	61,365
4A	56,030	62,074
4B	56,030	62,074
5A	56,996	63,040
5B	58,740	64,784
6A	60,280	66,324
6B	62,038	68,082
7A	63,543	69,587
78	68,376	74,420
8A	71,227	77,271
8B	74,802	80,846
88+5	75,812	81,856
88+10	78,999	85,043
88+13	79,869	85,913
88+15	83,267	89,311
88+18	84,671	90,715
88+20	92,801	98,845
88+22	97,837	103,881

5	1,010
10	4,197
13	5,067
15	8,465
18	9,869
20	17,999
22	23,035

GUIDANCE COUNSELOR SALARY SCHEDULE

5/1/14

1.00%

Longevity increments

Step	Vih	Vih2
		6,104
1A	52,215	58,319
1B	52,215	58,319
2A	55,480	61,584
2B	55,480	61,584
3A	55,874	61,978
3B	55,874	61,978
4A	56,590	62,694
4B	56,590	62,694
5A	57,566	63,670
5B	59,327	65,431
6A	60,883	66,987
6B	62,658	68,762
7A	64,178	70,282
7B	69,060	75,164
8A	71,939	78,043
8B	75,550	81,654
8B+5	76,570	82,674
8B+10	79,789	85,893
8B+13	80,668	86,772
8B+15	84,100	90,204
8B+18	85,518	91,622
8B+20	93,729	99,833
8B+22	98,815	104,919

5	1,020
10	4,239
13	5,118
15	8,550
18	9,968
20	18,179
22	23,265

GUIDANCE COUNSELOR SALARY SCHEDULE

5/1/15

3.02%

Longevity increments

Step	Vlh	Vlh2
		6,288
1A	53,792	60,080
1B	53,792	60,080
2A	57,155	63,443
2B	57,155	63,443
3A	57,561	63,849
3B	57,561	63,849
4A	58,299	64,587
4B	58,299	64,587
5A	59,304	65,592
5B	61,119	67,407
6A	62,722	69,010
6B	64,550	70,838
7A	66,116	72,404
7B	71,146	77,434
8A	74,112	80,400
8B	77,832	84,120
8B+5	78,883	85,171
8B+10	82,199	88,487
8B+13	83,105	89,393
8B+15	86,640	92,928
8B+18	88,101	94,389
8B+20	96,560	102,848
8B+22	101,800	108,088

5	1,051
10	4,367
13	5,273
15	8,808
18	10,269
20	18,728
22	23,968

GUIDANCE COUNSELOR SALARY SCHEDULE

5/1/16

3.490415%

Longevity Increments

Step	Vih	Vih2
		6,507
1A	55,670	62,177
1B	55,670	62,177
2A	59,150	65,657
2B	59,150	65,657
3A	59,570	66,077
3B	59,570	66,077
4A	60,334	66,841
4B	60,334	66,841
5A	61,374	67,881
5B	63,252	69,759
6A	64,911	71,418
6B	66,803	73,310
7A	68,424	74,931
7B	73,629	80,136
8A	76,699	83,206
8B	80,549	87,056
8B+5	81,637	88,144
8B+10	85,068	91,575
8B+13	86,006	92,513
8B+15	89,664	96,171
8B+18	91,176	97,683
8B+20	99,931	106,438
8B+22	105,354	111,861

5	1,088
10	4,519
13	5,457
15	9,115
18	10,627
20	19,382
22	24,805

GUIDANCE COUNSELOR SALARY SCHEDULE

5/1/17

4.55%

Longevity increments

Step	Vlh	Vlh2
		6,803
1A	58,203	65,006
1B	58,203	65,006
2A	61,841	68,644
2B	61,841	68,644
3A	62,280	69,083
3B	62,280	69,083
4A	63,079	69,882
4B	63,079	69,882
5A	64,167	70,970
5B	66,130	72,933
6A	67,864	74,667
6B	69,843	76,646
7A	71,537	78,340
7B	76,979	83,782
8A	80,189	86,992
8B	84,214	91,017
8B+5	85,352	92,155
8B+10	88,939	95,742
8B+13	89,919	96,722
8B+15	93,744	100,547
8B+18	95,325	102,128
8B+20	104,478	111,281
8B+22	110,148	116,951

5	1,138
10	4,725
13	5,705
15	9,530
18	11,111
20	20,264
22	25,934

**GUIDANCE COUNSELOR SALARY SCHEDULE
5/1/18**

5.019315%

Longevity Increments

Step	Vih	Vih2
		7,144
1A	61,124	68,268
1B	61,124	68,268
2A	64,945	72,089
2B	64,945	72,089
3A	65,406	72,550
3B	65,406	72,550
4A	66,245	73,389
4B	66,245	73,389
5A	67,388	74,532
5B	69,449	76,593
6A	71,270	78,414
6B	73,349	80,493
7A	75,128	82,272
7B	80,843	87,987
8A	84,214	91,358
8B	88,441	95,585
88+5	89,636	96,780
88+10	93,403	100,547
88+13	94,432	101,576
88+15	98,449	105,593
88+18	100,110	107,254
88+20	109,722	116,866
88+22	115,677	122,821

5	1,195
10	4,962
13	5,991
15	10,008
18	11,669
20	21,281
22	27,236

SCHOOL PSYCHOLOGIST
 SCHOOL SOCIAL WORKER
 RATES EFFECTIVE MAY 19, 2008

Step	V1F+V1k	4,853 V1F2+V1k2	6,470 V1F3+V1k3
1A	51,186	56,039	57,656
1B	51,186	56,039	57,656
2A	54,387	59,240	60,857
2B	54,387	59,240	60,857
3A	54,948	59,801	61,418
3B	56,708	61,501	63,178
4A	58,244	63,037	64,714
4B	59,971	64,824	66,441
5A	61,413	66,266	67,883
5B	63,243	68,096	69,713
6A	64,874	69,727	71,344
6A+5	65,874	70,727	72,344
6B	69,608	74,461	76,078
6B+5	70,608	75,461	77,078
7A	72,417	77,270	78,887
7A+5	73,417	78,270	79,887
7B	76,124	80,977	82,594
7B+5	77,124	81,977	83,594
7B+10	80,026	84,879	86,496
7B+13	80,888	85,741	87,358
7B+15	84,180	89,033	90,650
7B+18	85,352	90,205	91,822
7B+20	93,488	98,341	99,958
7B+22	98,581	103,434	105,051
L5	1,000		
L10	3,902		
L13	4,764		
L15	8,056		
L18	9,228		
L20	17,364		
L22	22,457		

Mental Health Worker

	Min	Max	5 year Long	15 year Long				
5/19/08	36,880	40,194	500	1,094				
5/1/13	1%	37,229	40,596	505	1,105			
5/1/2014	1%	37,801	41,002	510	1,116			
5/1/2015	3.02%	38,737	42,240	525	1,150			
5/1/2016	3.490415%	40,089	43,714	543	1,190			
5/1/2017	4.55%	41,913	45,703	568	1,244			
5/1/2018	5.019315%	44,017	47,997	597	1,306			
Psych/SW in training								
	5/19/2008	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017	5/1/2018	
Yrs of svc	41,660	42,077	42,498	43,781	45,309	47,371	49,749	
First Second	43,567	44,003	44,443	45,785	47,383	49,539	52,026	

SCHOOL PSYCHOLOGIST
 SCHOOL SOCIAL WORKER
 5/1/2013

1.00%
 4,902 6,535

Step	Vf1+Vik	Vf2+Vik2	Vf3+Vik3
1A	51,698	56,600	58,233
1B	51,698	56,600	58,233
2A	54,931	59,833	61,466
2B	54,931	59,833	61,466
3A	55,497	60,399	62,032
3B	57,275	62,177	63,810
4A	58,826	63,728	65,361
4B	60,571	65,473	67,106
5A	62,027	66,929	68,562
5B	63,875	68,777	70,410
6A	65,523	70,425	72,058
6A+5	66,533	71,435	73,068
6B	70,304	75,206	76,839
6B+5	71,314	76,216	77,849
7A	73,141	78,043	79,676
7A+5	74,151	79,053	80,686
7B	76,885	81,787	83,420
7B+5	77,895	82,797	84,430
7B+10	80,826	85,728	87,361
7B+13	81,697	86,599	88,232
7B+15	85,022	89,924	91,557
7B+18	86,205	91,107	92,740
7B+20	94,423	99,325	100,958
7B+22	99,567	104,469	106,102
L5	1,010		
L10	3,941		
L13	4,812		
L15	8,137		
L18	9,320		
L20	17,538		
L22	22,682		

SCHOOL PSYCHOLOGIST
 SCHOOL SOCIAL WORKER
 5/1/2014

Step	1.00%		
	Vf1+Vik	Vf2+Vik2	Vf3+Vik3
	4,951		6,600
1A	52,215	57,166	58,815
1B	52,215	57,166	58,815
2A	55,480	60,431	62,080
2B	55,480	60,431	62,080
3A	56,052	61,003	62,652
3B	57,848	62,799	64,448
4A	59,414	64,365	66,014
4B	61,177	66,128	67,777
5A	62,647	67,598	69,247
5B	64,514	69,465	71,114
6A	66,178	71,129	72,778
6A+5	67,198	72,149	73,798
6B	71,007	75,958	77,607
6B+5	72,027	76,978	78,627
7A	73,872	78,823	80,472
7A+5	74,892	79,843	81,492
7B	77,654	82,005	84,254
7B+5	78,674	83,625	85,274
7B+10	81,634	86,585	88,234
7B+13	82,514	87,465	89,114
7B+15	85,872	90,823	92,472
7B+18	87,067	92,018	93,667
7B+20	95,367	100,318	101,967
7B+22	100,563	105,514	107,163
L5	1,020		
L10	3,980		
L13	4,860		
L15	8,218		
L18	9,413		
L20	17,713		
L22	22,909		

SCHOOL PSYCHOLOGIST
 SCHOOL SOCIAL WORKER
 5/1/2015

Step	VI1+VIk	VI2+VIk2	VI3+VIk3
		3.02%	
		5,101	6,799
1A	50,792	58,893	60,591
1B	53,792	58,893	60,591
2A	57,155	62,256	63,954
2B	57,155	62,256	63,954
3A	57,745	62,846	64,544
3B	59,595	64,006	66,394
4A	61,208	66,309	68,007
4B	63,025	68,126	69,824
5A	64,539	69,640	71,338
5B	66,462	71,563	73,261
6A	68,177	73,278	74,976
6A+5	69,228	74,329	76,027
6B	73,151	78,252	79,950
6B+5	74,202	79,303	81,001
7A	76,103	81,204	82,902
7A+5	77,154	82,255	83,953
7B	79,999	85,100	86,798
7B+5	81,050	86,151	87,849
7B+10	84,099	89,200	90,898
7B+13	85,006	90,107	91,805
7B+15	88,465	93,566	95,264
7B+18	89,096	94,797	96,495
7B+20	98,247	103,348	105,046
7B+22	103,600	108,701	110,399
L5	1,051		
L10	4,100		
L13	5,007		
L15	8,466		
L18	9,697		
L20	18,248		
L22	23,601		

SCHOOL PSYCHOLOGIST
 SCHOOL SOCIAL WORKER
 5/1/2016

3.490415%
 5,279 7,086

Step	V1f+V1k	V1f2+V1k2	V1f3+V1k3
1A	55,670	60,949	62,706
1B	55,670	60,949	62,706
2A	59,150	64,429	66,186
2B	59,150	64,429	66,186
3A	59,761	65,040	66,797
3B	61,675	66,954	68,711
4A	63,344	68,623	70,380
4B	65,225	70,504	72,261
5A	66,792	72,071	73,828
5B	68,782	74,061	75,818
6A	70,557	75,836	77,593
6A+5	71,645	76,924	78,681
6B	75,704	80,983	82,740
6B+5	76,792	82,071	83,828
7A	78,759	84,038	85,795
7A+5	79,847	85,126	86,883
7B	82,791	88,070	89,827
7B+5	83,879	89,158	90,915
7B+10	87,034	92,313	94,070
7B+13	87,973	93,252	95,009
7B+15	91,552	96,831	98,588
7B+18	92,826	98,105	99,862
7B+20	101,676	106,955	108,712
7B+22	107,216	112,495	114,252
L5	1,088		
L10	4,243		
L13	5,182		
L15	8,761		
L18	10,035		
L20	18,885		
L22	24,425		

SCHOOL PSYCHOLOGIST
 SCHOOL SOCIAL WORKER
 5/1/2017

4.550000%

Step	Vif+Vik	Vif2+Vik2	Vif3+Vik3
		5,519	7,356
1A	58,203	63,722	65,559
1B	58,203	63,722	65,559
2A	61,841	67,360	69,197
2B	61,841	67,360	69,197
3A	62,480	67,999	69,836
3B	64,481	70,000	71,837
4A	66,226	71,745	73,582
4B	68,193	73,712	75,549
5A	69,831	75,350	77,187
5B	71,912	77,431	79,268
6A	73,767	79,286	81,123
6A+5	74,905	80,424	82,261
6B	79,149	84,668	86,505
6B+5	80,287	85,806	87,643
7A	82,343	87,862	89,699
7A+5	83,481	89,000	90,837
7B	86,558	92,077	93,914
7B+5	87,696	93,215	95,052
7B+10	90,994	96,513	98,350
7B+13	91,976	97,495	99,332
7B+15	95,718	101,237	103,074
7B+18	97,050	102,569	104,406
7B+20	106,302	111,821	113,658
7B+22	112,094	117,613	119,450
L5	1,138		
L10	4,436		
L13	5,418		
L15	9,160		
L18	10,492		
L20	19,744		
L22	25,536		

SCHOOL PSYCHOLOGIST
 SCHOOL SOCIAL WORKER

Step	5/1/2018	5.019315%	5,796	7,725
Step	V11+V1k	V12+V1k2	V13+V1k3	
1A	61,124	66,920	68,849	
1B	61,124	66,920	68,849	
2A	64,945	70,741	72,670	
2B	64,945	70,741	72,670	
3A	65,616	71,412	73,341	
3B	67,718	73,514	75,443	
4A	69,550	75,346	77,275	
4B	71,616	77,412	79,341	
5A	73,336	79,132	81,061	
5B	75,521	81,317	83,246	
6A	77,470	83,266	85,195	
6A+5	78,665	84,461	86,390	
6B	83,122	88,918	90,847	
6B+5	84,317	90,113	92,042	
7A	86,476	92,272	94,201	
7A+5	87,671	93,467	95,396	
7B	90,903	96,099	98,628	
7B+5	92,098	97,894	99,823	
7B+10	95,562	101,358	103,287	
7B+13	96,593	102,389	104,318	
7B+15	100,523	106,319	108,248	
7B+18	101,922	107,718	109,647	
7B+20	111,638	117,434	119,363	
7B+22	117,721	123,517	125,446	
L5	1,195			
L10	4,659			
L13	5,690			
L15	9,620			
L18	11,019			
L20	20,735			
L22	26,818			

SCHOOL SECRETARY

Rates effective May 19 2008

Step	Base	2,432 Base+one diff	2,890 Base+two diff		
1A	32,988	35,420	35,878		
1B	32,988	35,420	35,878		
2A	35,376	37,808	38,266		
2B	35,943	38,375	38,833		
3A	36,516	38,948	39,406		
3B	37,591	40,023	40,481		
4A	38,205	40,637	41,095		
4B	38,823	41,255	41,713		
5A	39,452	41,884	42,342		
5B	40,619	43,051	43,509		
6A	41,282	43,714	44,172		
6A+5	42,032	43,714	44,172		
6B	41,948	44,380	44,838		
6B+5	42,698	44,380	44,838		
7A	42,615	45,047	45,505		
7A+5	43,365	45,047	45,505		
7B	43,279	45,711	46,169		
7B+5	44,029	45,711	46,169		
8A	44,945	47,377	47,835		
8A+5	45,695	47,377	47,835		
8B	46,779	49,211	49,669		
8B+5	47,529	49,211	49,669	L5	750
8B+10	50,103	52,535	52,993	L10	3,324
8B+13	50,912	53,344	53,802	L13	4,133
8B+15	53,430	55,862	56,320	L15	6,651
8B+18	54,560	56,992	57,450	L18	7,781
8B+20	59,435	61,867	62,325	L20	12,656
8B+22	62,618	65,050	65,508	L22	15,839

SCHOOL SECRETARY

5/1/13

1.00%

Step	Base	2,456 Base+one diff	2,919 Base+two diff		
1A	33,318	35,774	36,237		
1B	33,318	35,774	36,237		
2A	35,730	38,186	38,649		
2B	36,302	38,758	39,221		
3A	36,881	39,337	39,800		
3B	37,967	40,423	40,886		
4A	38,587	41,043	41,506		
4B	39,211	41,667	42,130		
5A	39,847	42,303	42,766		
5B	41,025	43,481	43,944		
6A	41,695	44,151	44,614		
6A+5	42,453	44,909	45,372		
6B	42,367	44,823	45,286		
6B+5	43,125	45,581	46,044		
7A	43,041	45,497	45,960		
7A+5	43,799	46,255	46,718		
7B	43,712	46,168	46,631		
7B+5	44,470	46,926	47,389		
8A	45,394	47,850	48,313		
8A+5	46,152	48,608	49,071		
8B	47,247	49,703	50,166		
8B+5	48,005	50,461	50,924	L5	758
8B+10	50,604	53,060	53,523	L10	3,357
8B+13	51,421	53,877	54,340	L13	4,174
8B+15	53,965	56,421	56,884	L15	6,718
8B+18	55,106	57,562	58,025	L18	7,859
8B+20	60,030	62,486	62,949	L20	12,783
8B+22	63,244	65,700	66,163	L22	15,997

SCHOOL SECRETARY

5/1/14

1.00%

Step	Base	2,481 Base+one diff	2,948 Base+two diff		
1A	33,651	36,132	36,599		
1B	33,651	36,132	36,599		
2A	36,087	38,568	39,035		
2B	36,665	39,146	39,613		
3A	37,250	39,731	40,198		
3B	38,347	40,828	41,295		
4A	38,973	41,454	41,921		
4B	39,603	42,084	42,551		
5A	40,245	42,726	43,193		
5B	41,435	43,916	44,383		
6A	42,112	44,593	45,060		
6A+5	42,878	45,359	45,826		
6B	42,791	45,272	45,739		
6B+5	43,557	46,038	46,505		
7A	43,471	45,952	46,419		
7A+5	44,237	46,718	47,185		
7B	44,149	46,630	47,097		
7B+5	44,915	47,396	47,863		
8A	45,848	48,329	48,796		
8A+5	46,614	49,095	49,562		
8B	47,719	50,200	50,667		
8B+5	48,485	50,966	51,433	L5	766
8B+10	51,110	53,591	54,058	L10	3,391
8B+13	51,935	54,416	54,883	L13	4,216
8B+15	54,504	56,985	57,452	L15	6,785
8B+18	55,657	58,138	58,605	L18	7,938
8B+20	60,630	63,111	63,578	L20	12,911
8B+22	63,876	66,357	66,824	L22	16,157

SCHOOL SECRETARY

5/1/15

3.02%

Step	Base	2,556 Base+one diff	3,037 Base+two diff		
1A	34,667	37,223	37,704		
1B	34,667	37,223	37,704		
2A	37,177	39,733	40,214		
2B	37,772	40,328	40,809		
3A	38,375	40,931	41,412		
3B	39,505	42,061	42,542		
4A	40,150	42,706	43,187		
4B	40,799	43,355	43,836		
5A	41,460	44,016	44,497		
5B	42,686	45,242	45,723		
6A	43,384	45,940	46,421		
6A+5	44,173	46,729	47,210		
6B	44,083	46,639	47,120		
6B+5	44,872	47,428	47,909		
7A	44,784	47,340	47,821		
7A+5	45,573	48,129	48,610		
7B	45,482	48,038	48,519		
7B+5	46,271	48,827	49,308		
8A	47,233	49,789	50,270		
8A+5	48,022	50,578	51,059		
8B	49,160	51,716	52,197		
8B+5	49,949	52,505	52,986	L5	789
8B+10	52,653	55,209	55,690	L10	3,493
8B+13	53,503	56,059	56,540	L13	4,343
8B+15	56,150	58,706	59,187	L15	6,990
8B+18	57,338	59,894	60,375	L18	8,178
8B+20	62,461	65,017	65,498	L20	13,301
8B+22	65,805	68,361	68,842	L22	16,645

SCHOOL SECRETARY
5/1/16

3.490415%

Step	Base	2,645 Base+one diff	3,143 Base+two diff		
1A	35,877	38,522	39,020		
1B	35,877	38,522	39,020		
2A	38,475	41,120	41,618		
2B	39,090	41,735	42,233		
3A	39,714	42,359	42,857		
3B	40,884	43,529	44,027		
4A	41,551	44,196	44,694		
4B	42,223	44,868	45,366		
5A	42,907	45,552	46,050		
5B	44,176	46,821	47,319		
6A	44,898	47,543	48,041		
6A+5	45,715	48,360	48,858		
6B	45,622	48,267	48,765		
6B+5	46,439	49,084	49,582		
7A	46,347	48,992	49,490		
7A+5	47,164	49,809	50,307		
7B	47,070	49,715	50,213		
7B+5	47,887	50,532	51,030		
8A	48,882	51,527	52,025		
8A+5	49,699	52,344	52,842		
8B	50,876	53,521	54,019		
8B+5	51,693	54,338	54,836	L5	817
8B+10	54,491	57,136	57,634	L10	3,615
8B+13	55,371	58,016	58,514	L13	4,495
8B+15	58,110	60,755	61,253	L15	7,234
8B+18	59,339	61,984	62,482	L18	8,463
8B+20	64,641	67,286	67,784	L20	13,765
8B+22	68,102	70,747	71,245	L22	17,226

SCHOOL SECRETARY

5/1/17

4.550000%

Step	Base	2,765 Base+one diff	3,286 Base+two diff		
1A	37,509	40,274	40,795		
1B	37,509	40,274	40,795		
2A	40,226	42,991	43,512		
2B	40,869	43,634	44,155		
3A	41,521	44,286	44,807		
3B	42,744	45,509	46,030		
4A	43,442	46,207	46,728		
4B	44,144	46,909	47,430		
5A	44,859	47,624	48,145		
5B	46,186	48,951	49,472		
6A	46,941	49,706	50,227		
6A+5	47,795	50,560	51,081		
6B	47,698	50,463	50,984		
6B+5	48,552	51,317	51,838		
7A	48,456	51,221	51,742		
7A+5	49,310	52,075	52,596		
7B	49,212	51,977	52,498		
7B+5	50,066	52,831	53,352		
8A	51,106	53,871	54,392		
8A+5	51,960	54,725	55,246		
8B	53,191	55,956	56,477		
8B+5	54,045	56,810	57,331	L5	854
8B+10	56,970	59,735	60,256	L10	3,779
8B+13	57,891	60,656	61,177	L13	4,700
8B+15	60,754	63,519	64,040	L15	7,563
8B+18	62,039	64,804	65,325	L18	8,848
8B+20	67,582	70,347	70,868	L20	14,391
8B+22	71,201	73,966	74,487	L22	18,010

SCHOOL SECRETARY

5/1/18

5.019315%

Step	Base	2,904 Base+one diff	3,451 Base+two diff		
1A	39,392	42,296	42,843		
1B	39,392	42,296	42,843		
2A	42,245	45,149	45,696		
2B	42,920	45,824	46,371		
3A	43,605	46,509	47,056		
3B	44,889	47,793	48,340		
4A	45,622	48,526	49,073		
4B	46,360	49,264	49,811		
5A	47,111	50,015	50,562		
5B	48,504	51,408	51,955		
6A	49,297	52,201	52,748		
6A+5	50,194	53,098	53,645		
6B	50,092	52,996	53,543		
6B+5	50,989	53,893	54,440		
7A	50,888	53,792	54,339		
7A+5	51,785	54,689	55,236		
7B	51,682	54,586	55,133		
7B+5	52,579	55,483	56,030		
8A	53,671	56,575	57,122		
8A+5	54,568	57,472	58,019		
8B	55,861	58,765	59,312		
8B+5	56,758	59,662	60,209	L5	897
8B+10	59,830	62,734	63,281	L10	3,969
8B+13	60,797	63,701	64,248	L13	4,936
8B+15	63,804	66,708	67,255	L15	7,943
8B+18	65,153	68,057	68,604	L18	9,292
8B+20	70,974	73,878	74,425	L20	15,113
8B+22	74,775	77,679	78,226	L22	18,914

	5/19/2008	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017	5/1/2018
Substitute School Secretary Intern							
		1.00%	1.00%	3.02%	3.49%	4.55%	5.02%
One or less	31,777	32,095	32,416	33,395	34,561	36,134	37,948
More than one	33,136	33,467	33,802	34,823	36,038	37,678	39,569
School Secretary Assistant							
1 or less years of service	33,583	33,919	34,258	35,293	36,525	38,187	40,104
More than 1 year of service	34,975	35,325	35,678	36,755	38,038	39,769	41,765

LAB SPEC SALARY SCHEDULE
May 19 2008

Step	Base	2037		Longevity increments		
		Base	+diff	lab spec	lab tech	
1A	32383	34420				
1B	32383	34420	5	750	750	
2A	34873	36910	10	3555	3347	
2B	35749	37786	13	4407	4095	
3A	37080	39117	15	7527	7379	
3B	38491	40528	18	8722	8505	
4A	39938	41975	20	14131	12679	
4B	41457	43494	22	17947	15677	
5A	42982	45019				
5B	44508	46545				
6A	46028	48065				
6A+5	46778	48815				
6B	47555	49592				
6B+5	48305	50342				
7A	49075	51112				
7A+5	49825	51862				
7B	52124	54161				
7B+5	52874	54911				
8A	55175	57212				
8A+5	55925	57962				
8B	58530	60567				
8B+5	59280	61317				
8B+10	62085	64122				
8B+13	62937	64974				
8B+15	66057	68094				
8B+18	67252	69289				
8B+20	72661	74698				
8B+22	76477	78514				

LAB TECH SALARY SCHEDULE
May 19 2008

Step	Base
1A	32383
18	32383
2A	34873
28	35749
3A	37080
38	38491
4A	39938
48	41457
5A	42982
58	44508
6A	46028
6A+5	46778
6A+10	49375
6A+13	50123
6A+15	53407
6A+18	54533
6A+20	58707
6A+22	61705

LAB SPEC SALARY SCHEDULE

5/1/13

1%

2057

Step	Base	Base +diff
1A	32707	34764
1B	32707	34764
2A	35222	37279
2B	36106	38163
3A	37451	39508
3B	38876	40933
4A	40337	42394
4B	41872	43929
5A	43412	45469
5B	44953	47010
6A	46488	48545
6A+5	47246	49303
6B	48031	50088
6B+5	48789	50846
7A	49566	51623
7A+5	50324	52381
7B	52645	54702
7B+5	53403	55460
8A	55727	57784
8A+5	56485	58542
8B	59115	61172
8B+5	59873	61930
8B+10	62706	64763
8B+13	63566	65623
8B+15	66717	68774
8B+18	67924	69981
8B+20	73387	75444
8B+22	77241	79298

LAB TECH SALARY SCHEDULE

5/1/13

1%

Longevity increments

	lab spec	lab tech
5	758	758
10	3591	3380
13	4451	4136
15	7602	7453
18	8809	8590
20	14272	12806
22	18126	15834

Step	Base
1A	32707
1B	32707
2A	35222
2B	36106
3A	37451
3B	38876
4A	40337
4B	41872
5A	43412
5B	44953
6A	46488
6A+5	47246
6A+10	49868
6A+13	50624
6A+15	53941
6A+18	55078
6A+20	59294
6A+22	62322

LAB SPEC SALARY SCHEDULE

5/1/14

1%

2078

Step	Base	Base +diff
1A	33034	35112
18	33034	35112
2A	35574	37652
28	36467	38545
3A	37826	39904
38	39265	41343
4A	40740	42818
48	42291	44369
5A	43846	45924
58	45403	47481
6A	46953	49031
6A+5	47719	49797
68	48511	50589
68+5	49277	51355
7A	50062	52140
7A+5	50828	52906
78	53171	55249
78+5	53937	56015
8A	56284	58362
8A+5	57050	59128
88	59706	61784
88+5	60472	62550
88+10	63333	65411
88+13	64202	66280
88+15	67384	69462
88+18	68603	70681
88+20	74121	76199
88+22	78013	80091

LAB TECH SALARY SCHEDULE

5/1/14

1%

Longevity increments

	lab spec	lab tech
5	766	766
10	3627	3414
13	4496	4177
15	7678	7528
18	8897	8676
20	14415	12934
22	18307	15992

Step	Base
1A	33034
18	33034
2A	35574
28	36467
3A	37826
38	39265
4A	40740
48	42291
5A	43846
58	45403
6A	46953
6A+5	47719
6A+10	50367
6A+13	51130
6A+15	54481
6A+18	55629
6A+20	59887
6A+22	62945

LAB SPEC SALARY SCHEDULE

5/1/15 3.02%

Step	Base	2141	
		Base +dfff	
1A	34032	36173	
1B	34032	36173	
2A	36648	38789	
2B	37568	39709	
3A	38968	41109	
3B	40451	42592	
4A	41970	44111	
4B	43568	45709	
5A	45170	47311	
5B	46774	48915	
6A	48371	50512	
6A+5	49160	51301	
6B	49976	52117	
6B+5	50765	52906	
7A	51574	53715	
7A+5	52363	54504	
7B	54777	56918	
7B+5	55566	57707	
8A	57984	60125	
8A+5	58773	60914	
8B	61509	63650	
8B+5	62298	64439	
8B+10	65246	67387	
8B+13	66141	68282	
8B+15	69419	71560	
8B+18	70675	72816	
8B+20	76359	78500	
8B+22	80369	82510	

Longevity Increments

	lab spec	lab tech
5	789	789
10	3737	3517
13	4632	4303
15	7910	7755
18	9166	8938
20	14850	13325
22	18860	16475

LAB TECH SALARY SCHEDULE

5/1/15 3.02%

Step	Base
1A	34032
1B	34032
2A	36648
2B	37568
3A	38968
3B	40451
4A	41970
4B	43568
5A	45170
5B	46774
6A	48371
6A+5	49160
6A+10	51888
6A+13	52674
6A+15	56126
6A+18	57309
6A+20	61696
6A+22	64846

LAB SPEC SALARY SCHEDULE

5/1/16 3.490415%

Step	Base	2216	
		Base + dlff	
1A	35220	37436	
18	35220	37436	
2A	37927	40143	
28	38879	41095	
3A	40328	42544	
38	41863	44079	
4A	43435	45651	
48	45089	47305	
5A	46747	48963	
58	48407	50623	
6A	50059	52275	
6A+5	50876	53092	
68	51720	53936	
68+5	52537	54753	
7A	53374	55590	
7A+5	54191	56407	
78	56689	58905	
78+5	57506	59722	
8A	60008	62224	
8A+5	60825	63041	
88	63656	65872	
88+5	64473	66689	
88+10	67523	69739	
88+13	68450	70666	
88+15	71842	74058	
88+18	73142	75358	
88+20	79024	81240	
88+22	83174	85390	

LAB TECH SALARY SCHEDULE

5/1/16 3.490415%

Longevity increments		
	lab spec	lab tech
5	817	817
10	3867	3640
13	4794	4453
15	8186	8026
18	9486	9250
20	15368	13790
22	19518	17050

Step	Base
1A	35220
18	35220
2A	37927
28	38879
3A	40328
38	41863
4A	43435
48	45089
5A	46747
58	48407
6A	50059
6A+5	50876
6A+10	53699
6A+13	54512
6A+15	58085
6A+18	59309
6A+20	63849
6A+22	67109

LAB SPEC SALARY SCHEDULE

5/1/17 4.550000%

Step	Base	2317
		Base +dlff
1A	36823	39140
1B	36823	39140
2A	39653	41970
2B	40648	42965
3A	42163	44480
3B	43768	46085
4A	45411	47728
4B	47141	49458
5A	48874	51191
5B	50610	52927
6A	52337	54654
6A+5	53191	55508
6B	54073	56390
6B+5	54927	57244
7A	55803	58120
7A+5	56657	58974
7B	59268	61585
7B+5	60122	62439
8A	62738	65055
8A+5	63592	65909
8B	66552	68869
8B+5	67406	69723
8B+10	70595	72912
8B+13	71564	73881
8B+15	75110	77427
8B+18	76470	78787
8B+20	82619	84936
8B+22	86958	89275

LAB TECH SALARY SCHEDULE

5/1/17 4.550000%

Step	Base
1B	36823
2A	39653
2B	40648
3A	42163
3B	43768
4A	45411
4B	47141
5A	48874
5B	50610
6A	52337
6A+5	53191
6A+10	56143
6A+13	56993
6A+15	60728
6A+18	62008
6A+20	66754
6A+22	70163

Longevity increments

	lab spec	lab tech
5	854	854
10	4043	3806
13	5012	4656
15	8558	8391
18	9918	9671
20	16067	14417
22	20406	17826

LAB SPEC SALARY SCHEDULE

5/1/18 5.019315%

Step	Base	2433 Base+diff	Longevity Increments		
				lab spec	lab tech
1A	38671	41104			
1B	38671	41104	5	897	897
2A	41643	44076	10	4246	3997
2B	42688	45121	13	5264	4890
3A	44279	46712	15	8988	8812
3B	45965	48398	18	10416	10156
4A	47690	50123	20	16873	15141
4B	49507	51940	22	21430	18721
5A	51327	53760			
5B	53150	55583			
6A	54964	57397			
6A+5	55861	58294			
6B	56787	59220			
6B+5	57684	60117			
7A	58604	61037			
7A+5	59501	61934			
7B	62243	64676			
7B+5	63140	65573			
8A	65887	68320			
8A+5	66784	69217			
8B	69892	72325			
8B+5	70789	73222			
8B+10	74138	76571			
8B+13	75156	77589			
8B+15	78880	81313			
8B+18	80308	82741			
8B+20	86765	89198			
8B+22	91322	93755			

LAB TECH SALARY SCHEDULE

5/1/18 5.019315%

Step	Base
1A	38671
1B	38671
2A	41643
2B	42688
3A	44279
3B	45965
4A	47690
4B	49507
5A	51327
5B	53150
6A	54964
6A+5	55861
6A+10	58961
6A+13	59854
6A+15	63776
6A+18	65120
6A+20	70105
6A+22	73685

Paraprofessional Salary Schedule

	5/19/2008	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017	5/1/2018
		1%	1%	3.02%	3.490415%	4.550%	5.019315%
Teacher Aide	21,713	21,930	22,149	22,818	23,614	24,688	25,927
Ed. Asst.	24,692	24,939	25,188	25,949	26,855	28,077	29,486
Ed. Asst. A-1	25,038	25,288	25,541	26,312	27,230	28,469	29,898
Ed. Asst. A-11	25,379	25,633	25,889	26,671	27,602	28,858	30,306
Ed. Asst. B	26,343	26,606	26,872	27,684	28,650	29,954	31,457
Ed. Assoc.	30,128	30,429	30,733	31,661	32,766	34,257	35,976
Aux. Trainer	31,774	32,092	32,413	33,392	34,558	36,130	37,943
Bil. Prof. Asst.	31,774	32,092	32,413	33,392	34,558	36,130	37,943
Ed. Assoc. A./Aux. Trainer A	32,588	32,914	33,243	34,247	35,442	37,055	38,915
Bachelors Degree	34,540	34,885	35,234	36,298	37,565	39,274	41,245
5 year Longevity	500	505	510	525	543	568	597
15 year Longevity	1,587	1,603	1,619	1,668	1,726	1,805	1,896
Occasional Per Diem Para	129.61	130.91	132.22	136.21	140.96	147.37	154.77
Expense Stipend Prof. Dev. Rate	40.20	40.60	41.01	42.25	43.72	45.71	48.00

- 1. Name of the project
- 2. Location of the project
- 3. Name of the contractor
- 4. Name of the engineer
- 5. Name of the architect
- 6. Name of the interior designer
- 7. Name of the landscape architect
- 8. Name of the civil engineer
- 9. Name of the mechanical engineer
- 10. Name of the electrical engineer
- 11. Name of the plumbing engineer
- 12. Name of the fire protection engineer
- 13. Name of the other professional

Project Name	Location	Contractor	Engineer	Architect	Interior Designer	Landscape Architect	Civil Engineer	Mechanical Engineer	Electrical Engineer	Plumbing Engineer	Fire Protection Engineer	Other Professional
Project 1	NYC	ABC Corp	DEF Inc	GHI LLC	JKL PBC	MNO LLC	PQR Inc	STU LLC	VWX Inc	YZA LLC	BCD Inc	EFG LLC
Project 2	LA	HIJ Corp	KLM Inc	NOP LLC	QRS PBC	TUV LLC	WXY Inc	ZAB LLC	ACD Inc	EFG LLC	HIJ Inc	JKL LLC
Project 3	CHI	DEF Corp	GHI Inc	JKL LLC	MNO PBC	PQR LLC	STU Inc	VWX LLC	YZA Inc	BCD LLC	EFG Inc	HIJ LLC
Project 4	PHO	ABC Corp	DEF Inc	GHI LLC	JKL PBC	MNO LLC	PQR Inc	STU LLC	VWX Inc	YZA LLC	BCD Inc	EFG LLC
Project 5	SEA	HIJ Corp	KLM Inc	NOP LLC	QRS PBC	TUV LLC	WXY Inc	ZAB LLC	ACD Inc	EFG LLC	HIJ Inc	JKL LLC
Project 6	ATL	DEF Corp	GHI Inc	JKL LLC	MNO PBC	PQR LLC	STU Inc	VWX LLC	YZA Inc	BCD LLC	EFG Inc	HIJ LLC
Project 7	WAS	ABC Corp	DEF Inc	GHI LLC	JKL PBC	MNO LLC	PQR Inc	STU LLC	VWX Inc	YZA LLC	BCD Inc	EFG LLC
Project 8	PHO	HIJ Corp	KLM Inc	NOP LLC	QRS PBC	TUV LLC	WXY Inc	ZAB LLC	ACD Inc	EFG LLC	HIJ Inc	JKL LLC
Project 9	CHI	DEF Corp	GHI Inc	JKL LLC	MNO PBC	PQR LLC	STU Inc	VWX LLC	YZA Inc	BCD LLC	EFG Inc	HIJ LLC
Project 10	PHO	ABC Corp	DEF Inc	GHI LLC	JKL PBC	MNO LLC	PQR Inc	STU LLC	VWX Inc	YZA LLC	BCD Inc	EFG LLC
Project 11	SEA	HIJ Corp	KLM Inc	NOP LLC	QRS PBC	TUV LLC	WXY Inc	ZAB LLC	ACD Inc	EFG LLC	HIJ Inc	JKL LLC
Project 12	ATL	DEF Corp	GHI Inc	JKL LLC	MNO PBC	PQR LLC	STU Inc	VWX LLC	YZA Inc	BCD LLC	EFG Inc	HIJ LLC
Project 13	WAS	ABC Corp	DEF Inc	GHI LLC	JKL PBC	MNO LLC	PQR Inc	STU LLC	VWX Inc	YZA LLC	BCD Inc	EFG LLC
Project 14	PHO	HIJ Corp	KLM Inc	NOP LLC	QRS PBC	TUV LLC	WXY Inc	ZAB LLC	ACD Inc	EFG LLC	HIJ Inc	JKL LLC
Project 15	CHI	DEF Corp	GHI Inc	JKL LLC	MNO PBC	PQR LLC	STU Inc	VWX LLC	YZA Inc	BCD LLC	EFG Inc	HIJ LLC
Project 16	PHO	ABC Corp	DEF Inc	GHI LLC	JKL PBC	MNO LLC	PQR Inc	STU LLC	VWX Inc	YZA LLC	BCD Inc	EFG LLC
Project 17	SEA	HIJ Corp	KLM Inc	NOP LLC	QRS PBC	TUV LLC	WXY Inc	ZAB LLC	ACD Inc	EFG LLC	HIJ Inc	JKL LLC
Project 18	ATL	DEF Corp	GHI Inc	JKL LLC	MNO PBC	PQR LLC	STU Inc	VWX LLC	YZA Inc	BCD LLC	EFG Inc	HIJ LLC
Project 19	WAS	ABC Corp	DEF Inc	GHI LLC	JKL PBC	MNO LLC	PQR Inc	STU LLC	VWX Inc	YZA LLC	BCD Inc	EFG LLC
Project 20	PHO	HIJ Corp	KLM Inc	NOP LLC	QRS PBC	TUV LLC	WXY Inc	ZAB LLC	ACD Inc	EFG LLC	HIJ Inc	JKL LLC

Effective 9/1/14 there is a fund of \$1,698,236 for the Hearing Officers (Per Session) pursuant to Section 3G of the MOA.

APPENDIX B
Interim Agreements

**MEMORANDUM OF AGREEMENT
SCHOOL BASED MENTORING AND LEAD INSTRUCTIONAL MENTORS**

MEMORANDUM OF AGREEMENT entered into this ____ day of December 2007, by and between the New York City Board of Education of the City School District of the City of New York (hereinafter referred to as the “DOE”) and United Federation of Teachers, Local 2, AFT, AFL-CIO (“UFT”) modifying provisions relating to mentoring set forth in the 2003-2007 and 2007-2009 Collective Bargaining Agreements between the DOE and the UFT governing Teachers (the “CBAs”).

I. School Based Mentoring

A. New Teacher Induction Committee:

Each school will have a New Teacher Induction Committee (the “NTIC”) comprised of a principal or designee; chapter leader or designee; teachers; and representatives of constituency groups. A majority of the members of the NTIC shall be teachers. NTIC will be responsible for working with the principal and SSO designee to devise and execute a plan for providing mentoring for new teachers. The principal will make the final decision on the plan, provided that the plan must include in-classroom support and comport with the requirements below:

B. Mentor Selection Process:

1. If the plan encompasses a model that includes release time for classroom teachers to mentor or per session for mentors, the NTIC will work with the principal to design a school-based posting. The NTIC will interview applicants and recommend mentors. Once a roster of mentors is chosen, the committee will match mentors and new teachers. The final decision will be made by the principal. Employees will have the right, pursuant to Article 22, to grieve whether there was a reasonable basis for the denial of a position when a posting is used.
2. If the NTIC decides on a model that includes hiring “F” status teachers, the same interview and selection process will be utilized. (“F” status teachers may only be used in instances where the school cannot provide appropriate internal mentor matches.)

C. The minimum requirements for qualifying mentors are:

1. 5 years of teaching in the New York City public schools preferred;
2. Demonstrated mastery of pedagogical and subject matter skills;
3. Evidence of excellent interpersonal skills; and
4. Commitment to participate in professional development.

D. Preference will be given to full-time teachers currently employed.

E. Mentors will be matched by license and level when possible.

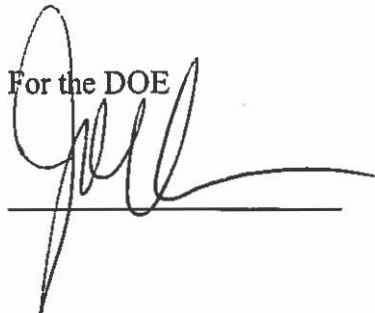
- F. Mentor/new teacher contact time during the school day will be equivalent to two (2) periods per week or more.
- G. If the plan includes a full time mentor position, the ratio of mentor to new teacher may not exceed 1-15.
- H. If the plan includes mentoring to be performed by classroom teachers, it may require that he or she conduct mentoring activities during the mentor's professional period, but may not require the classroom teacher to perform mentoring activities during his or her lunch or preparation periods. The plan may also include, without an SBO, a model pursuant to which mentors are provided release time for mentoring.
- I. Mentoring activities may include but not be limited to in-classroom support such as:
 - 1. providing demonstration lessons
 - 2. classroom inter-visitations
 - 3. co-teaching activities
 - 4. coaching conferences
 - 5. co-planning lessons
 - 6. collecting relevant classroom data
- J. Mentors and new teachers may (but will not be required to) meet before and/or after school for conferencing and planning activities with the approval of the principal. Both mentors and new teachers will be paid at the per session rate as per the collective bargaining agreement for this time.
- K. The DOE, in consultation with the UFT will work together to develop professional development for the school based mentors. The DOE and UFT will meet as necessary to discuss the implementation and effectiveness of the school-based mentoring program.
- L. This Section I shall supersede conflicting provisions of Article 11(IV)(B) of the CBAs.

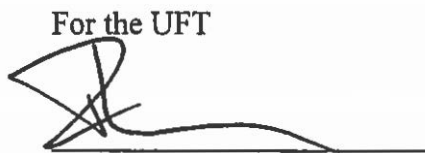
II. Lead Instructional Mentor

The parties agree to the creation of a Lead Instructional Mentor (hereinafter "LIM") position. In accordance with the creation of the LIM position, the parties agree to a new Article 11 IV D of the CBA as follows:

- A. A Lead Instructional Mentors ("LIM") will be part of a School Support Organization team and will work with approximately 20-25 schools. The primary responsibility of a LIM will be to build school capacity to develop the skills of its teaching population with a specific focus on new teachers. Because each school will be providing mentors to its new teachers, the LIM will help schools design and execute effective school-based mentoring programs.

- B. Selections of Lead Instructional Mentors shall take place pursuant to a two-stage process. First, selections will be made by a Citywide Personnel Committee (hereinafter the "LIM Committee"). The LIM Committee will be composed of a chair and three representatives designated by the DOE and three representatives designated by UFT. The LIM Committee shall review all applications for the LIM Position Citywide and create a single pool of qualified applicants according to criteria established by the LIM Committee. School Support Organizations ("SSOs") will select LIMs from this single pool, except that, in the case of Partnership Support Organizations ("PSOs"), the selections shall be made by the Office of Partnership Support.
- C. All applicants will receive one of three letters from the LIM Committee within 15 days of the closing date of the citywide posting. The three letters are as follows: a) the applicant has been moved forward for inclusion in the pool; b) the applicant has been rejected; and c) the applicant is being invited to interview with the LIM Committee. For applicants interviewed by the LIM Committee, the DOE shall attempt to notify rejected applicants on a "rolling basis" as soon as possible after the interview. All applicants interviewed by the LIM Committee shall be notified whether they've been moved forward for inclusion in the pool or rejected no later than 15 days after the date of last interview.
- D. The same procedures as set forth in Article 22E for grievances filed by applicants for the Lead Teacher Pool (as modified by the Memorandum of Agreement between the DOE and the UFT dated December __, 2007) shall apply to applicants for LIM positions.
- E. All LIMs will be required to attend three days of professional development during the summer preceding the start of the 2007-2008 school year. LIMs will be compensated at the per session rate for this time. For those unable to attend the summer professional development session, a make-up session will be required during the month of September.
- F. Prior to the end of the 2007-2008 school year, the Board and the UFT will meet to assess the operation of the LIM position and make any appropriate agreed upon changes.
- G. The DOE agrees to fund one UFT Teacher Center position. Such Teacher Center professional shall serve as the liaison between the New Teacher Induction Office and the UFT Teacher Center.

For the DOE


For the UFT


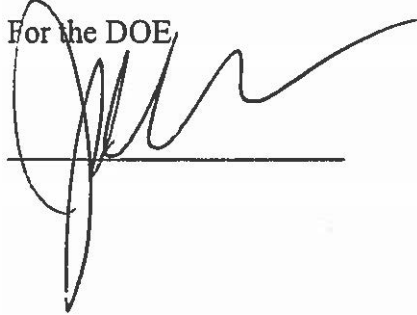
MEMORANDUM OF AGREEMENT LEAD TEACHERS

MEMORANDUM OF AGREEMENT entered into this ____ day of December 2007, by and between the New York City Board of Education of the City School District of the City of New York (hereinafter referred to as the “DOE”) and the United Federation of Teachers, Local 2, AFT, AFL-CIO (“UFT”) modifying provisions relating to the Lead Teacher program set forth in Article 11 IV A and Article 22E of the 2003-2007 and 2007-2009 Collective Bargaining Agreements between the DOE and the UFT governing Teachers (the “CBAs”).

- 1) The first stage of the selection process set forth in Article 11 IV A 5 of the CBAs shall be modified as follows: There shall be a single “Central Personnel Committee” (the “Committee”) which shall operate instead of and replace each “regional personnel committee.” The Committee shall review all applications for the Lead Teacher Position Citywide and create a single pool of qualified applicants according to criteria established by the Committee.
- 2) The rules governing the responsibilities and processes of the regional personnel committees shall apply to the Committee. The Committee shall be composed of four representatives of the Chancellor, two representatives of the UFT President and two parent representatives (selected by the BOE after consultation with the UFT). The Committee shall ensure that all applications for the Lead Teacher position are collected and that all members of the Committee are provided access to all applications for review. Any applicant that is not qualified to be a Lead Teacher shall not be selected for the Pool.
- 3) The second stage of the selection process set forth in Article 11 IV A 5 of the CBA shall remain unchanged. Selections shall be made exclusively from the Pool created by the Committee. No teacher may serve as a Lead Teacher unless selected by the Committee.
- 4) The term “Regional” shall be stricken from Article 11 IV A 4.
- 5) Article 22E shall be modified as follows:
 - a. Subsection 1 shall be modified to read: “If the central personnel committee (the “Committee”) rejects an application for inclusion in the pool, it shall notify the rejected candidate of the right to challenge the decision according to this procedure within ten calendar days.”
 - b. The terms “Regional Personnel Committee” or “Regional Committee” shall be replaced with the term “Committee” in subsections 2, 3, 4, 6, 8 and 11. The terms “same Regional Pool” and “Regional Pool applied for” shall be replaced with the term “Pool” in subsections 3, 6, 10.

- c. The second sentence of subsection 4 shall be amended to read: "The Committee shall respond within five calendar days to the UFT Coordinator."
 - d. The second sentence of subsection 6 shall be stricken. However, the parties agree to continue to schedule arbitrations as efficiently as possible (i.e. multiple cases before one arbitrator each day).
- 6) The parties shall establish a labor-management committee, to be known as the "Implementation Committee," that will meet periodically, and at the end of each school year, to review and discuss the efficacy and success of the Lead Teacher program including whether Lead Teachers are being utilized consistently with the goals of the Lead Teacher Program.
- 7) All other provisions of the CBAs not inconsistent with this Memorandum of Agreement shall remain in full force and effect.

For the DOE



For the UFT





United Federation of Teachers
A Union of Professionals

June 27, 2008

Joel I. Klein
Chancellor
Department of Education
52 Chambers Street
New York, NY 10007

Dear Chancellor Klein,

This letter will confirm certain mutual understandings and agreements between the Board of Education of the City School District of the City of New York (the "DOE") and the United Federation of Teachers ("UFT").

Temporary Reassignment Centers ("TRCs")

Effective immediately, the letter the DOE provides to each UFT-represented employee ("Employee") to inform the Employee that he or she has been reassigned to a TRC will indicate the general grounds for each reassignment (where an Employee is being investigated by the Office of the Special Commissioner of Investigation ("SCI"), just that information will be supplied). The DOE will provide all currently reassigned Employees who have not been arrested or charged under Education Law § 3020-a with written confirmation of the general grounds for the reassignment.

Effective with the end of 2007-08 school year, where a UFT-represented employee is reassigned, the amount of time for the Office of Special Investigations ("OSI") to conduct an investigation shall be 90 days; the amount of time to transfer criminal cases to the Administrative Trials Unit ("ATU") shall be 30 days; and the amount of time for the DOE to draft Education Law § 3020-a charges shall be 40 days. The DOE will diligently attempt to comply with these timeframes. The preceding two sentences shall not be enforceable through either the grievance processes set forth in the relevant collective bargaining agreements or any other legal mechanism. Each year, a labor-management committee composed, in equal parts, of UFT and DOE representatives shall meet to discuss whether these time frames are being complied with and, if not, to agree on further actions to be taken with respect to the time frames. This paragraph shall not constitute a waiver of any other rights an Employee may have.

52 Broadway, New York, NY 10006 p: 212.777.7500 www.uft.org

Officers: David Weingarten, President, Michael Mendel, Secretary, Mei Abrahamson, Treasurer, Robert Askenazy, Assistant Secretary, Muna Permut, Assistant Treasurer
Vice Presidents: Carmen Alvarez, Michelle Bodden, Richard Farkas, Arinda Griffin, Michael Mulrow, Frank Vobloca

The DOE has identified a unit within the Division of Human Resources that will be responsible for managing and tracking all reassignment cases, ensuring that all reassignments are made consistent with applicable policy, and working with the other DOE offices involved to make sure that the process is accelerated based on, among others, the initiatives set forth in this letter. This unit will be making regular quarterly reports that will be shared with the UFT.

Absent unusual circumstances, effective immediately, allegations being investigated by principals will not result in an Employee being removed from his or her school.

The DOE has conducted a central review of all investigations of currently reassigned Employees conducted by principals and, where appropriate, reassigned Employees back to their schools.

Any reassignments that are not authorized by the Office of Personnel Investigation or OSI will be reviewed by central DOE. The DOE will consult with the UFT within a week to explain this review process and seek to improve it. The DOE will provide the UFT with regular listings of reassigned pedagogues, no less frequently than on a weekly basis, and if the UFT disagrees with any reassignment decisions it can present its objections for consideration to the Office of Labor Relations. Should a principal reassign an Employee without proper approval pursuant to the central DOE process, the central DOE shall return the Employee to the school from which the Employee was reassigned and the principal's school-based budget shall be charged for the salary the Employee earned while reassigned (the agreement contained in this sentence shall not be a mandatory subject of bargaining).

Wherever possible, Employees reassigned to a TRC will be reassigned in the borough in which such Employee works. Employees who wish to perform duties or activities while assigned to a TRC shall be permitted to do so, with the proposed duty or activity subject to the appropriate supervisor's approval. This paragraph shall not be construed as a modification to Chancellor's Regulation C-770.

The DOE will review issues raised by the UFT with respect to the TRC facilities and work space provided to reassigned Employees. In order to help ensure a safe working environment, the UFT and DOE will work together to develop a facilities protocol for building concerns consistent with the Public Employee Safety and Health Act.

The DOE will continue to submit cases through the expedited time and attendance procedures if the DOE deems the particular case appropriate for that procedure. The DOE will evaluate cases of tenured Employees receiving unsatisfactory rating(s) for poor performance and, where it deems it appropriate, will refer the case to PIP Plus.

The disciplinary process should never be used to retaliate against whistleblowers or for any other illegal reasons. All employees who make a knowingly false allegation shall be subject to discipline, but decisions relating to the imposition of such discipline on non-UFT bargaining unit members shall not be subject to the grievance processes set forth in the relevant collective bargaining agreements.

The UFT and the DOE are committed to exploring innovative settlement approaches that would permit the parties to Education Law § 3020-a proceedings to reach settlement in a greater number of cases brought under Education Law § 3020-a .

Education Law § 3020-a Hearing Procedures

The UFT and the DOE, in addition to those agreements set forth in the relevant collective bargaining agreements, have also agreed to the following Education Law § 3020-a hearing procedures:

The permanent arbitration panel provided for in Article 21(G)(2) of the Collective Bargaining Agreement governing Teachers (and the corresponding provisions in the other UFT-DOE collective bargaining agreements) will be expanded from 20 panel members to 28 panel members. A sub-panel of up to 14 individual arbitrators on the permanent arbitration panel will hear cases based predominantly on charges of incompetence (the actual number of arbitrators hearing cases based predominantly on charges of incompetence, up to 14, being determined by the DOE in consultation with the UFT). Arbitrators selected for the permanent panel will be randomly assigned to the sub-panel on a rotational basis each year prior to the deadline for both parties to mutually agree to have arbitrators serve on the permanent panel for an additional one-year term. A labor-management committee composed, in equal parts, of UFT and DOE representatives shall meet as needed to discuss any issues regarding the 3020-a panel or process.

The UFT and DOE will jointly explore the feasibility of expediting the receipt of Education Law § 3020-a hearing transcripts by the UFT and DOE jointly paying the court reporters' fees and then seeking reimbursement from the New York State Education Department.

Without waiver or limitation of any other materials and information that the respondent Employee ("Respondent") is entitled to under Education Law §3020-a and the relevant collective bargaining agreements ("Discovery"), or the timing for providing such other Discovery, at least one week prior to the Pre-Hearing Conference, the DOE's attorney will supply the Respondent (or Respondent's attorney) with the following:

- a. Copies of all letters in the Respondent's personnel file(s) related to the Education Law § 3020-a charges;
- b. Copies of the final report regarding the investigation conducted by either the Special Commissioner of Investigations ("SCI"), the Office of Special Investigations ("OSI") or by a principal; and
- c. Copies of all witness statements related to the charges in the DOE's possession at that time. (The DOE will diligently attempt to obtain all witness statements prior to providing copies to Respondent or Respondent's attorney pursuant to this provision "c" though failure to do so will not be grounds for exclusion of evidence from an Education Law § 3020-a hearing.)

Without waiver or limitation of any other materials and information that the DOE may be entitled to from Respondent, or the timing for providing such other Discovery, at least one week prior to the Pre-Hearing Conference, the Respondent (or Respondent's attorney) will provide a witness list to the DOE's attorney if the Respondent (or Respondent's attorney) has possession of such. Otherwise, a witness list will be provided to the DOE's attorney by Respondent (or Respondent's attorney) whenever practicable one week prior to the presentation of Respondent's defense.

This letter shall not constitute a waiver of either the Respondent's or the DOE's right to object to the admissibility of documents obtained in the regular course of discovery pursuant to the Education Law and/or the relevant collective bargaining agreements.

In addition to any other obligations the DOE may have to preserve potential Discovery material, at the time the DOE prefers Education Law § 3020-a charges against an Employee, the Office of Legal Services will send a letter to the relevant principal or school leader requiring the principal or school leader to direct all DOE employees and agents under his/her supervision to preserve (i) any relevant records related to students who may be called to testify and (ii) all relevant class rosters.

At the Pre-Hearing Conference, the DOE's attorney and the Respondent (or Respondent's attorney), along with the Hearing Officer, will attempt to: (i) pre-mark exhibits; (ii) stipulate to any facts which are not in dispute; and (iii) stipulate to the admission of any documents to which there is not a dispute about admissibility.

Every effort should be made for a Respondent to attend the Pre-Hearing Conference as well as for the DOE to have a person available who has authority to approve a settlement of the case.

The DOE will provide the student records for testifying students to the Hearing Officer for in camera inspection by the Hearing Officer prior to the hearing date at which the student testifies. It will continue to be the Hearing Officer's decision, within the requirements of Education Law § 3020-a and the relevant collective bargaining agreements, as to whether, and when, these student records are provided to Respondent or Respondent's attorney. This provision remains subject to the Family Educational Rights and Privacy Act.

The UFT and the DOE shall jointly hold meetings with the Hearing Officers and instruct them with respect to the applicable time limitations in Education Law § 3020-a and the relevant collective bargaining agreements.

Contract Arbitrations

The 140 arbitration dates that are permitted to be scheduled per year for all UFT grievances shall be increased to 175.

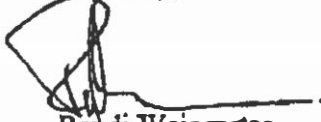
The UFT agrees principals may testify at arbitrations by telephone subject to the following conditions: (i) the principal may not look at any written material or be aided by anyone in the room during his/her testimony except as authorized or directed by the arbitrator; (ii) the principal may not be joined in the room by anyone without notifying the arbitrator, all parties and their representatives; (iii) the UFT district representative, or the UFT district representative's designee, may be present in the room with the principal; and (iv) the principal's testimony shall still be under oath. The sole role of the UFT district representative, or the UFT district representative's designee, shall be to verify the principal's compliance with these conditions; the UFT district representative or designee may not participate in the proceedings except to notify the arbitrator and/or the parties' representatives if he or she believes these conditions are being violated. The UFT district representative, or the UFT district representative's designee, shall not be released from his/her classroom responsibilities for this purpose. Nothing in this agreement

shall in any way limit the right of the UFT arbitration advocate to cross-examine the principal. If the arbitrator orders the principal to testify or be cross-examined in person, the principal shall not be allowed to testify or be cross-examined by telephone.

Nothing in this agreement shall in any way limit the currently existing rights of Employees to attend arbitrations.

The use of the 175 days will be governed in all respects by the rules in the relevant collective bargaining agreements governing the use of the 140 arbitration days, including, but not limited to, rules that exclude certain arbitrations from the 140 day limit. Pursuant to the procedures set forth in Article 22C of the collective bargaining agreement governing teachers (and corresponding provisions of other UFT-DOE collective bargaining agreements) for the selection of arbitrators, the number of arbitrators hearing arbitrations may be increased from seven.

Sincerely,



Randi Weingarten
President
United Federation of Teachers

Agreed and Accepted By:



Joel I. Klein
Chancellor
Board of Education of the City School
District of the City of New York

_____ Date



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

EDWARD SKYLER
DEPUTY MAYOR FOR OPERATIONS

August 26, 2008

Ms. Randi Weingarten
President
United Federation of Teachers
52 Broadway
New York, NY 10004

Dear Ms. Weingarten,

As you know, Mayor Bloomberg announced earlier this year that the City of New York is implementing a comprehensive program to reduce the number and abuse of government parking placards. This program is part of our efforts to reduce traffic congestion, decrease the City's carbon footprint, and encourage the use of public transportation. Accordingly, the City has designated the Department of Transportation (DOT) and the Police Department as the sole issuing agencies of placards for on-street parking. No other agencies, including the Department of Education (DOE), are now permitted to issue on-street parking placards. With respect to DOE, the transition to the new system will be implemented over the coming weeks as follows:

1. DOE currently has 10,007 on-street parking spots allocated by DOT. These spots have been assigned to individual schools by DOE based on the location of the on-street spots and schools. All of these spots will continue to be available for school parking. In addition, DOE has 15,060 off-street parking spots, each of which will also continue to be available for school parking.
2. DOT will produce and DOE will issue 10,007 Agency Authorized On-Street Parking Placards which allow an individual to park in the on-street spaces designated for a specific school. DOE will continue to issue separate placards valid only for access to the 15,060 off-street parking spots.
3. With respect to the recipients of the on-street and off-street placards, principals and the United Federation of Teachers (UFT) Chapter Leaders will decide on one of the following distribution methods: (1) assignment to individual staff; (2) pooling of placards for use each day; or (3) some combination of these two options. If a principal and the UFT Chapter Leader cannot agree, then the UFT

President and Commissioner of the Office of Labor Relations, or their respective designees, will make a final decision.

4. If a principal or UFT Chapter Leader believes: (1) a school deserves additional curb-space allocated for school parking; (2) the number of current on-street spaces was incorrectly counted; or (3) there is additional off-street space that is underutilized, they can appeal to DOT and DOE through the Mayor's Office of Operations.
5. DOT will produce and DOE will issue at least 1,000 additional placards to teachers and staff whose work requires them to visit multiple sites during the course of their workdays, and will also consider requests for placards for teachers that travel between assigned schools. Specific offices and groups for whom these placards are intended include, but are not limited to, the following: Adult and Continuing Education, Citywide Speech Services, Educational Vision Services, Hearing Education Services, Home Instruction, Hospital Instruction, Non-Public Schools, UFT, and some administrative offices. The majority of these placards will be Agency Business Parking Placards which allow an individual to park citywide for three hours at a time (parking meters, etc). The distribution of these placards will be determined by the Chancellor or his designee.
6. The issuance of new placards will start with the beginning of the school year so that the system can be fully in place by October 1. Once the new system has been implemented, violators will be subject to enforcement by the Police Department.
7. The UFT will hold the grievance in abeyance.

Note that with respect to Transit Check, we are already in the process of implementing a program and the RFP that has been put out is due back to the City in September.

Please feel free to contact me at (212) 788-3191 with any questions or additional concerns regarding the transition to the new system.

Sincerely,



Edward Skyler

cc: Joel I. Klein, Chancellor, Department of Education
Raymond W. Kelly, Commissioner, Police Department
James F. Hanley, Commissioner, Office of Labor Relations
Janette Sadik-Khan, Commissioner, Department of Transportation



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

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

June 22, 2009

Randi Weingarten
President
United Federation of Teachers
52 Broadway – 14th Floor
New York, NY 10004

Dear Ms. Weingarten:

This letter will confirm certain mutual understandings and agreements of the parties. The parties agree as follows:

(1) TWO DAYS PRIOR TO LABOR DAY

Effective immediately, in return for UFT support of legislation to effectuate paragraphs (2), (3) and (4) of this agreement, the parties agree that UFT-represented employees whose current contract requires them to report two work days before Labor Day will no longer be required to report on the two work days before Labor Day. The first day after Labor Day may be an instructional day.

(2) TAX DEFERRED ANNUITY PROGRAM

The City and the union agree to support legislation to provide that, effective the next business day after the enactment of the legislation, the interest to be allowed on the Tax-Deferred Annuity (TDA) accounts in the fixed annuity savings fund of UFT-represented participants in the Teachers Retirement System ("TRS") and Board of Education Retirement Systems ("BERS") TDA programs shall be 7.00% per annum.

(3) PENSION MODIFICATIONS

The parties agree to jointly support legislation to amend current pension provisions that will contain the following elements in order to implement a revised retirement paradigm for United Federation of Teachers ("UFT") represented employees in TRS and BERS hired after the legislation is enacted.

Employees hired after enactment of this enabling legislation:

- (a) Shall continue to be eligible to retire at age 55 with 27 years of credited service and receive immediate payability of pension benefits;
- (b) Shall be required to pay Member Contributions of 4.85% for twenty-seven years. Thereafter, such employees will be required to pay Member Contributions of 1.85%. These Member Contributions shall become effective on the first business day after the enactment of this enabling legislation, and;
- (c) Shall vest in the applicable retirement program after ten (10) years of credited service as a member of such retirement or pension system.

To the extent the parties have not captured all of the necessary elements required to be enacted with enabling legislation (e.g., loan provisions, refund rules, etc.), the intent is that those elements shall be analogous to those comparable provisions contained in Chapter 96 of the Laws of 1996. Should the parties be unable to agree on those specific terms in a timely fashion, they agree that the City Actuary, in consultation with the Law Department's Pension Division, shall determine the final language for the proposed legislation consistent with the parties' mutual understandings.

(4) RETIREE HEALTH INSURANCE COVERAGE

The parties shall jointly take whatever action is necessary, including joint support of legislation, to modify retiree eligibility for health insurance coverage so that vested retirement and service retirement retirees with less than fifteen (15) years of credited service as a member of such retirement or pension system shall no longer be eligible for health insurance and welfare benefit coverage, although they may remain vested for pension purposes after ten (10) years of credited service.

The above shall apply to UFT-represented employees in TRS and BERS hired after the legislation is enacted.

(5) ADDITIONAL FUNDING

The parties recognize that in order to fund the provision in Section 1 of this agreement, 1.08% in additional funding must be generated effective September 3, 2009. The parties agree that paragraphs (2) and (4) of this agreement, when actualized, will generate 0.50% in funding, leaving 0.58% to be addressed in the upcoming round of collective bargaining for the successor agreement to the current agreement which expires October 31, 2009. To the extent that the legislation contemplated in paragraphs (2) and (4) of this agreement is not enacted, then the amount of funding that has not materialized shall also be addressed in the upcoming round of collective bargaining for the successor agreement to the current agreement.

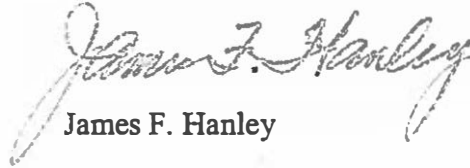
(6) **ADDITIONAL FUNDING FOR EDUCATION**

The parties agree to meet no later than September, 2009 to assess the impact, if any, of budget cuts, as measured by what, if any, personnel and program reductions may occur, and to identify potential additional funding for schools.

This agreement is subject to the approval of the UFT Delegate Assembly.

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

Very truly yours,



James F. Hanley

Agreed and Accepted By:



Randi Weingarten
President
United Federation of Teachers

6/22/09

Date



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

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

June 25, 2009

Randi Weingarten
President
United Federation of Teachers
52 Broadway – 14th Floor
New York, NY 10004

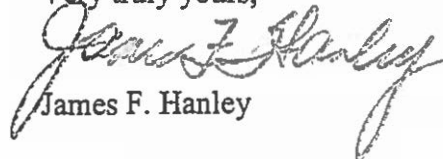
Dear Ms. Weingarten:

This letter will confirm certain mutual understandings and agreements of the parties. The parties agree to modify the 2009-2010 School Year Calendar in the following manner:

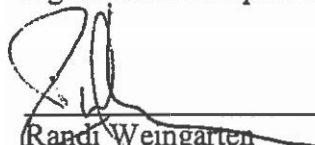
- 1) For all UFT-represented employees who, pursuant to the June 22, 2009 agreement, report to school on the Tuesday following Labor Day, that Tuesday shall be utilized first and foremost for preparation of the classroom and for the arrival of students. If time permits, the remainder of the day may be utilized for professional development.
- 2) The last day for students shall be changed from June 25, 2010 to June 28, 2010. June 25, 2010 shall be a full day of instruction and there will be no early dismissal of students. An early dismissal of students is to be scheduled on Monday June 28, 2010 under the guidelines outlined in section 13 of the 2009-2010 School Year Calendar, dated March 11, 2009.

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

Very truly yours,


James F. Hanley

Agreed and Accepted By:



Randi Weingarten
President
United Federation of Teachers

6/25/09

Date

**MEMORANDUM OF AGREEMENT
"PARENT ASSOCIATION TEACHER AIDES"**

MEMORANDUM OF AGREEMENT entered into this 2nd day of September 2009, by and between the Board of Education of the City School District of the City of New York (hereinafter referred to as the "DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the "UFT"), in light of the unique circumstances presented here, regarding individuals hired by Parent Associations ("PAs") and parent-teacher associations ("PTAs") for school year 2009-10.

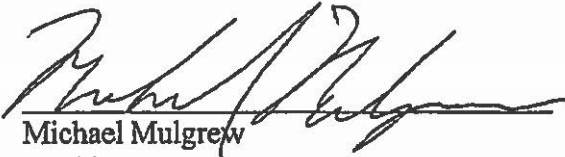
1. Individuals hired to work in schools by PAs/PTAs shall be referred to herein as "Parent Association Teacher Aides" and are separate and distinct from "Teacher Aides" represented by the UFT. Schools may use Parent Association Teacher Aides in school year 2009-10 and these Parent Association Teacher Aides shall be employed by the DOE as temporary employees. These Parent Association Teacher Aides may not replace, substitute for, or supplant in any way any UFT-represented employee. No Parent Association Teacher Aide shall cause, in whole or in part, a UFT represented employee to be excessed, laid off, or otherwise adversely affected (including, but not limited to, to the loss of per session work). No Parent Association Teacher Aide will cause, in whole or in part, a person who would have otherwise been hired by the DOE to not be hired. Parent Association Teacher Aides may only be used in a manner consistent with law and the DOE's existing practices with respect to individuals that are not qualified to teach.
2. Parent Association Teacher Aides employed by the DOE in school year 2009-10 pursuant to paragraph 1 will not be placed in any UFT bargaining unit and the UFT will not seek to represent them.
3. Funding for these Parent Association Teacher Aides must be raised privately and cannot include discretionary items from City Council or other government funds provided to the PA/PTA.
4. The UFT agrees to hold in abeyance its pending grievance # E-079-C16977 for the duration of the 2009-10 school year and will not seek to file any additional claims challenging the DOE's hiring of PA/PTA Teacher Aides until the completion of the 2009-10 school year, provided, however, that the UFT reserves the right to take any grievance, administrative or legal action, including but not limited to proceeding with grievance # E-079-C16977, in the event there is a violation of this Agreement.
5. Nothing in this Agreement shall constitute a waiver or impingement upon any contractual or legal (inclusive of bargaining) rights. Nothing in this Agreement shall constitute a waiver or modification of any (i) provision of any collective bargaining agreement between the DOE and the Union, including but not limited to the collective bargaining agreement covering the titles Teacher Aide, Educational Assistant, Auxiliary Trainer and Bilingual Professional Assistant or

(ii) any past practice. The DOE agrees not to assert any waiver, statute of limitations, limitations period or laches defenses or otherwise use the hiring of Parent Association Teacher Aides as a defense in any grievance, administrative or legal proceeding that has been brought or might be, after the completion of the 2009-10 school year, brought regarding individuals hired by PAs and PTAs, including, but not limited to the Parent Association Teacher Aides employed pursuant to paragraph 1.

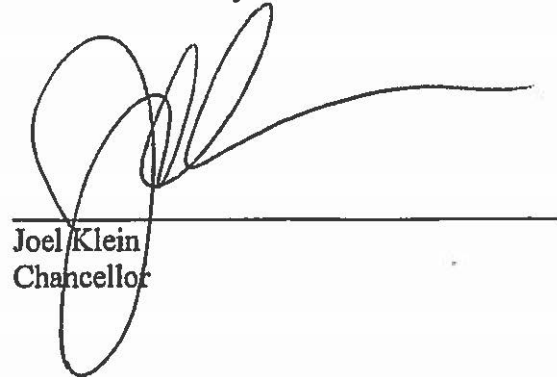
6. A labor-management committee (the "Committee") composed, in equal parts, of UFT and DOE representatives shall meet within 30 days after the execution of this Agreement to discuss possible long term solutions (e.g. internship programs) that would allow PAs and PTAs to continue to subsidize the hiring of individuals to assist in schools under terms that are agreeable to all relevant stakeholders. The Committee shall meet at least monthly until a long term agreement or an impasse is reached.

United Federation of Teachers, Local 2,
AFT, AFL-CIO

Board of Education of the City School
District of the City of New York



Michael Mulgrew
President



Joel Klein
Chancellor



THE NEW YORK CITY DEPARTMENT OF EDUCATION

JOEL I. KLEIN, *Chancellor*

OFFICE OF THE CHANCELLOR
52 CHAMBERS STREET - NEW YORK, NY 10007

April 15, 2010

Michael Mulgrew, President
United Federation of Teachers
52 Broadway, 14th Floor
New York, New York 10004

Dear Mr. Mulgrew:

This letter will confirm the mutual understandings and agreements between the Board of Education of the City School District of the City of New York ("DOE") and the United Federation of Teachers ("UFT"). Nothing in this Agreement shall constitute a waiver or modification of any provision of any collective bargaining agreement, letter (including but not limited to the June 27, 2008 letter from the Chancellor to the President of the UFT) or other agreement between the DOE and the UFT except as specifically set forth herein. Nothing in this agreement shall be construed to convert non-mandatory subjects of bargaining into mandatory subjects of bargaining. As used herein, the term "CBA" shall refer to the collective bargaining agreement covering teachers and corresponding provisions of other UFT-DOE collective bargaining agreements.

The long delays that have arisen in the current process of investigating alleged acts of misconduct and adjudicating charges pursuant to Education Law § 3020-a benefit neither the DOE nor the employees represented by the UFT. The DOE and the UFT are committed to ensuring that the agreements reached here will be carried out so that those delays will be ended and the process outlined in the law, the contracts between the parties, and this Agreement will be adhered to.

For purposes of this Agreement, all timelines shall be measured in calendar days, but shall not include the summer break, all recess periods and holidays.

Reassignment

Misconduct Cases (i.e., any case deemed by the DOE to deal exclusively or primarily with an employee's behavior, not his or her pedagogy): Pending investigation of possible misconduct and completion of the § 3020-a hearing, the DOE may reassign an employee only to (i) a DOE administrative office to do work consistent with law (an "Administrative Office Assignment") or (ii) an administrative assignment within his or her school with a program consisting of Professional or Administrative Activities (as listed in CBA Articles 7(A)(6)(a), 7(B)(8)(a), 7(C)(4)(g)(1), or 7(K)(3)(d)) other than items #1 (small group instruction), #2 (one to one tutoring), #3 (advise student activities such as clubs, teams or publications) and #7 (conflict resolution for students), which shall be scheduled consistent with CBA Article 7(B)(2)(c) regardless of the division in which the employee works ("Administrative School Assignment").

Where the Chancellor or his designee determines that it is in the best interests of the school system that an employee accused of sexual misconduct as defined in CBA Article 21(G)(6) or serious financial misconduct involving more than \$1,000 not be allowed to work in an Administrative Office Assignment or an Administrative School Assignment pending the outcome of the investigation, the DOE may suspend the employee with pay rather than reassign him/her. The determination of the Chancellor or his designee to suspend an employee with pay shall be in writing. Prior to a suspension from all duties with pay, the Chancellor or his designee shall consult with the UFT President or his designee.

The DOE shall prefer charges pursuant to Education Law § 3020-a¹ within 60 days of an employee being reassigned or suspended, except in cases where the reassignment or suspension was caused by (i) an allegation of sexual misconduct as defined in CBA Article 21(G)(6) that is being investigated by the Special Commissioner of Investigation for the New York City School District ("SCI"), (ii) an allegation of serious financial misconduct involving more than \$1,000 that is being investigated by SCI, (iii) criminal charges pending against the employee, (iv) an allegation of serious assault that is being investigated by SCI, (v) an allegation of tampering with a witness or evidence, where the allegation of tampering is being investigated by SCI. In cases where the 60 day period does not apply, when SCI issues a report or, in the case of criminal charges, the employee notifies the DOE of the disposition of the criminal case pursuant to Chancellor's Regulation C-105, the DOE shall have 15 days to bring § 3020-a charges against the employee or return the employee to his or her prior assignment. Nothing herein shall waive any limitations period for the bringing of charges pursuant to Education Law § 3020-a. The Chancellor or his designee and the President of the UFT or his designee shall meet monthly, or less frequently if the UFT and DOE agree, to review the status of these cases. At the end of the first year of this Agreement, and in subsequent years if requested by the UFT, the DOE and the UFT will meet to review the issue of investigations and reassignments extending beyond 60 days and, if there has been a significant increase in the number of such investigations and reassignments, to negotiate ways to address this issue.

Except in those cases where the DOE is not required to prefer charges within 60 days, should the DOE not prefer § 3020-a charges within 60 days, the employee shall be returned to his/her prior assignment. If an employee is returned to his/her prior assignment, adverse action shall not be taken against the employee solely because of the reassignment. If § 3020-a charges are preferred subsequent to the expiration of the 60 day period, the employee may then again be reassigned to an Administrative Office Assignment or an Administrative School Assignment or, where the Chancellor or his designee determines that it is in the best interests of the school system that an employee accused of sexual misconduct as defined in CBA Article 21(G)(6) or serious financial misconduct involving more than \$1,000 not be allowed to work in an Administrative Office Assignment or an Administrative School Assignment pending the outcome of the investigation, suspend the employee with pay rather than reassign him/her pending determination of the § 3020-a charges. The determination of the Chancellor or his designee to suspend an employee with pay shall be in writing. Prior to a suspension from all duties with pay, the Chancellor or his designee shall consult with the UFT President or his

¹ Probationary employees will be reassigned in the same manner as tenured employees under this Agreement, *i.e.*, to an Administrative Office Assignment, Administrative School Assignment, or suspension with pay (if permitted by this Agreement). This Agreement shall not be construed to create tenure or Education Law § 3020-a rights for an employee.

designee. An employee's assignment pending investigation and/or a hearing shall not be raised at the hearing or deemed relevant in any way to the determination of the charges, any penalty issued or the adjudication of any issue in the hearing.

Incompetence Cases (i.e., any case deemed by the DOE to deal exclusively or primarily with an employee's pedagogy) – Pending the bringing of Education Law § 3020-a charges for alleged incompetence and completion of the § 3020-a hearing, the DOE may reassign an employee only to an (i) Administrative Office Assignment or (ii) an Administrative School Assignment. The DOE shall prefer charges pursuant to Education Law § 3020-a within 10 days of an employee being reassigned. Should the DOE not prefer § 3020-a charges within 10 days, the employee shall be returned to his/her prior assignment. If an employee is returned to his/her prior assignment, adverse action shall not be taken against the employee solely because of the reassignment. If § 3020-a charges are preferred subsequent to the expiration of the 10 day period, the employee may then again be reassigned to an Administrative Office Assignment or an Administrative School Assignment pending determination of the § 3020-a charges.

Tolling: If the DOE gives a reassigned employee 48 hours notice of an interview which may lead to disciplinary action and the reassigned employee either fails to appear on the scheduled day or fails to notify the DOE that s/he is invoking any right he/she may have to not answer questions, the DOE shall reschedule the interview within a reasonable period of time and the time between the originally scheduled interview and the rescheduled interview shall not count towards the applicable 60-day or 10-day limits on the length of time an employee may be reassigned or suspended with pay. Where a principal schedules an interview which may lead to disciplinary action of an employee that has been given an Administrative School Assignment and 48 hours notice is not required by the CBA, Chancellor's regulations, or law, the following shall apply: If the reassigned employee either fails to appear on the scheduled day or fails to notify the principal that s/he is invoking any right he/she may have to not answer questions, the principal shall reschedule the interview within a reasonable period of time and the time between the first scheduled interview and the rescheduled interview shall not count towards the applicable 60-day or 10-day limits on the length of time an employee may be reassigned. Nothing herein shall constitute a waiver or alteration of any right the DOE may have to compel an employee to attend an interview which may lead to disciplinary action or any right an employee may have to not answer questions.

Service of Charges

In order to make the process as efficient as possible, service of notice of the nature of the charges and the actual charges shall be consolidated and served together upon an employee along with specifications and, in incompetence cases, a bill of particulars. Nothing in this Agreement shall alter a Respondent's entitlement, if any, to a bill of particulars in misconduct cases.

Probable Cause Determinations

In addition to the enumerated acts set forth in CBA Article 21(G)(5), serious misconduct shall also include actions that would constitute a class A-I or A-II felony or any felony defined as a violent felony offense in NY Penal Law § 70.02. An indictment on a class A-I or A-II felony, an indictment on any felony defined as a violent felony offense in NY Penal Law § 70.02, or a felony indictment on any other conduct that constitutes serious misconduct pursuant to CBA Article 21(G)(5) shall create a rebuttable presumption of probable cause.

If a finding of probable cause was based on an indictment pursuant to CBA Article 21(G)(5), the employee shall remain off payroll pending the disposition of the criminal case. The DOE shall have 15 days after the employee notifies the DOE of the disposition of the criminal case pursuant to Chancellor's Regulation C-105 to bring Education Law § 3020-a charges based on the same conduct as was at issue in the criminal case. If the DOE prefers § 3020-a charges on the same conduct as was at issue in the criminal case within the 15 days, and the employee was convicted in the criminal case of any offense that constitutes serious misconduct, he/she shall remain off payroll until a decision in the § 3020-a case and such § 3020-a case shall be completed within the timeframes for hearings set forth in this Agreement. If the DOE prefers § 3020-a charges on the same conduct as was at issue in the criminal case within the 15 days, and the employee was acquitted of all offenses that constitute serious misconduct, the DOE shall reassign the employee to an Administrative Office Assignment or an Administrative School Assignment, suspend the employee with pay (if permitted pursuant to this Agreement) or request a second probable cause hearing to continue the suspension without pay until the final outcome of the § 3020-a hearing and such § 3020-a case shall be completed within the timeframes for hearings set forth in this Agreement. If the DOE does not bring Education Law § 3020-a charges within those 15 days, the employee shall be restored to the payroll effective as of the date the disposition of the criminal case and returned to his/her prior position.

If a finding of probable cause was based on criminal charges pursuant to CBA Article 21(G)(6), the DOE shall have 15 days after the employee notifies the DOE of the disposition of the criminal charge pursuant to Chancellor's Regulation C-105 to bring Education Law § 3020-a charges based on the same conduct as was at issue in the criminal charge. If the DOE brings such a § 3020-a charge, the employee shall remain off payroll until a decision in the § 3020-a case and such § 3020-a case shall be completed within the timeframes for hearings set forth in this Agreement. If the DOE does not bring § 3020-a charges based on the same conduct as was at issue in the criminal charge within 15 days of the employee notifying the DOE of the disposition of the criminal charge pursuant to Chancellor's Regulation C-105, the employee shall be restored to the payroll effective as of the date the disposition of the criminal charge.

Nothing in this Agreement shall alter the provisions of CBA Article 21(G)(5) and (6) with respect to entitlement to back pay. The DOE agrees to meet on a bimonthly basis with the UFT to assess the status of investigations extending beyond 60 days where the employee has been suspended without pay. ***Timeframe for Hearings***

Within 10 - 15 days of DOE's receipt of the request for a hearing from an employee charged under Education Law § 3020-a, a pre-hearing conference shall be held. Both Education Law

§ 3020-a and the collective bargaining agreements require hearings, including closing statements, to be completed within sixty (60) days of the pre-hearing conference and a decision to be rendered within thirty (30) days of the final hearing date. The UFT and DOE agree this timeframe must be adhered to by all parties to the hearings and strictly enforced by hearing officers. Hearing officers shall establish a trial schedule at the pre-hearing conference to ensure that hearings are completed within the required statutory and contractual timeframes and ensure an equitable distribution of days between the DOE and the charged employee. Education Law § 3020-a permits "limited extensions" beyond the 60 days where it is determined that "extraordinary circumstances" warrant. "Extraordinary circumstances" shall be construed narrowly by hearing officers so that the granting of "limited extensions" allowing hearings to last beyond sixty (60) days is the exception and not the rule. Pursuant to CBA Article 21, a hearing officer may be removed prior to the end of his or her one-year term only for good and sufficient cause, which may include failure to comply with this Agreement, upon mutual agreement of the UFT and DOE.

If the hearing officer determines that a necessary witness is a former student who is unavailable because he/she is residing outside of New York City or a current student who is unavailable because he/she has left New York City for an extended period of time, this shall constitute an "extraordinary circumstance." In such a case, the hearing officer shall schedule the hearing to begin or continue as soon as possible given the availability of the witness as demonstrated to the hearing officer.

Arbitrators serving on the competence panel must agree to provide seven (7) consecutive hearing dates as defined in CBA Article 21(G)(2)(a) per month for the months of September through June and two (2) hearing dates for the months of July and August.

Discovery and Testimony

In order to comply with timelines for hearings, the UFT and DOE agree that hearings must be held in as efficient a manner as possible. Disputes relating to document production, witness lists and other procedural issues often consume hearing time and should be dealt with to the maximum extent possible in the pre-hearing conference. To that end, the UFT and DOE have already agreed in the June 27, 2008 letter from the Chancellor to President of the UFT to certain discovery procedures.

The hearing process itself can be conducted in a more efficient manner that allows for issues to be fully and fairly litigated. To accomplish this, the parties to the hearings shall adhere to the following guidelines:

1. It is the intent of the UFT and DOE that, to the extent practicable, hearing days shall be fully utilized, that hearing days not end before 5pm and the parties to the hearing have multiple witnesses ready to testify to avoid the loss of part of the day.
2. Where a hearing day is not fully used, the unused time will be counted towards the time allocated to the party that caused the delay.
3. Attorneys shall not meet with others between direct and cross examination for longer than 20 minutes, except in unusual circumstances.

4. Hearing Officers shall ensure that cross-examination is not used by either party as a dilatory tactic in order to reduce one of the parties' allotted time to present its case.
5. Evidence shall be limited to relevant matters.
6. Rebuttal shall be used only to deny some affirmative fact that the opposing party has tried to prove. During rebuttal, a party to the hearing may not offer proof to corroborate evidence that has already been presented by that party or proof tending merely to support that party's case after the opposing party has rested.

If relevant and requested at the pre-hearing conference, either party may introduce (i) relevant background evidence about a witness by affidavit from the witness; (ii) an affidavit from a doctor's office attesting to an employee's visit or non-visit on a particular date; (iii) an affidavit attesting to the date of an employee's arrest, the charge (if any) against the arrested employee, and the disposition of that charge. Such a witness may be cross-examined regarding any matter discussed in an affidavit.

If relevant, a (i) business record, (ii) attendance list from a faculty meeting, orientation and/or training session, or (iii) any human resource document submitted by a respondent (e.g., absence or sick note) may be admitted with an affidavit from a custodian of the record, without the need for live testimony from a witness to authenticate the document.

A party to the hearing or the hearing officer may request an unedited copy of the relevant transcript if a certified transcript is not available when needed. The unavailability of a certified transcript shall not excuse adherence to the time limitations for completion of a hearing and issuance of a decision.

Non-Termination Cases

The expedited hearing process as described in CBA Article 21(G)(3) shall be utilized as set forth therein, with the following modification: If the DOE decides not to seek a penalty of more than a suspension of 4 weeks or an equivalent fine, the case shall be heard under the expedited procedures provided in CBA Article 21(G)(3), without the need for the employee to accept an offer of expedited arbitration.

A separate track of "non-termination" cases will be established with a separate panel of additional hearing officers that exclusively hears expedited cases.

Panel of Hearing Officers

The number of hearing officers shall be as follows:

Incompetence Cases shall be heard by a panel of 14 hearing officers.

Misconduct Cases shall be heard by a panel of 25 hearing officers.

Expedited Cases shall be heard by a panel of hearing officers, the size of which will be set by the UFT and DOE as described below.

Representatives of the UFT and DOE shall meet monthly, or less frequently if the UFT and DOE agree, for the first year of this Agreement and at least twice a year thereafter (i) to agree on the number of hearing officers hearing expedited cases, (ii) to discuss the appropriateness of the number of hearing officers, including the possibility of agreeing to increase or decrease the number of hearing officers on either the incompetence or misconduct panels on either a temporary or permanent basis, and (iii) to discuss the appropriateness of the number of probable cause arbitrators, including the possibility of agreeing to increase or decrease the number of probable cause arbitrators. If the DOE believes there is a need for more hearing officers to comply with the timelines set forth in this Agreement, it shall request that the UFT agree to increase the number of hearing officers and the UFT shall not unreasonably deny an increase.

Decisions

Both Education Law § 3020-a and the collective bargaining agreements require decisions within 30 days of the completion of the hearing.

Meeting with the Panel of Hearing Officers

The Chancellor and the President of the UFT will personally, jointly meet with the panel of hearing officers annually to impress upon the hearing officers that both parties to this Agreement are serious about meeting the timelines in the law, the collective bargaining agreements, and this Agreement. The Chancellor and the President will urge the hearing officers to strictly control the hearings and require all parties to the hearing to conform to the timelines provided herein. They will assure the hearing officers that no hearing officer will be removed by either party to this Agreement for enforcing these rules.

Mediation of Education Law § 3020-a charges

This section, "Mediation of Education Law § 3020-a charges," shall apply to all employees with pending Education Law § 3020-a charges on or before September 1, 2010 or being investigated on or before September 1, 2010 and the investigation results in § 3020-a charges. The parties to the § 3020-a hearings shall begin mediating such cases upon the signing of this Agreement.

The UFT and DOE shall agree on hearing officers on the rotational panel that shall serve as mediators one day per month (in addition to their required hearing days that month). The UFT and DOE may also jointly select mediators not currently on the panel of hearing officers.

Each case subject to mediation shall be assigned, on a rotational basis, to a mediator, other than the hearing officer assigned to decide the case.

The employee (and the employee's representative, if any) and a representative of the DOE with authority to negotiate settlement agreements (subject to final supervisory approval) shall meet with the mediator. The mediator shall work informally to assist the charged employee and the DOE in reaching, if possible, a voluntary, negotiated resolution of the Education Law § 3020-a charges. The mediator shall not decide the merits of the Education Law § 3020-a charges or

impose a decision. Instead, the mediator shall help the charged employee and the DOE to, if possible, agree on a mutually acceptable resolution.

No mediator shall be compelled to or voluntarily disclose (including in any subsequent proceedings under §3020-a of the Education Law) any information learned during the mediation.

Backlog

Effective the first day of the 2010-2011 school year, all employees who, prior to August 31, 2010, have been (i) removed from their positions and assigned to a temporary reassignment center or (ii) charged pursuant to Education Law § 3020-a shall be reassigned to an Administrative Office Assignment or an Administrative School Assignment or suspended with pay (if permitted by this Agreement).

For all employees charged prior to August 31, 2010, the requirement that the pre-hearing conference be scheduled within 10-15 days of the charge shall not apply, but the § 3020-a hearing and decision shall be completed by December 31, 2010.

For all employees who were assigned to a TRC prior to August 31, 2010 and were not charged prior to August 31, 2010, the 10 or 60 day period to charge an employee or return him/her to his/her prior assignment, shall run from September 1, 2010.

Effective September 1, 2010, the parties will implement the new timelines set forth in this Agreement, which shall apply to all cases charged after September 1, 2010.

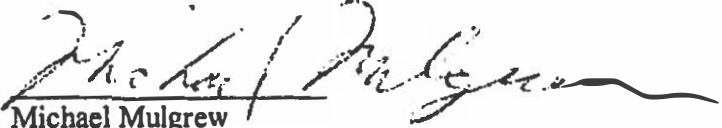
Sincerely,



Joel I. Klein
Chancellor
New York City Department of Education



Agreed and Accepted By:



Michael Mulgrew
President
United Federation of Teachers

**MEMORANDUM OF AGREEMENT
“PARENT ASSOCIATION TEACHER AIDES”**

MEMORANDUM OF AGREEMENT entered into this 10th day of May 2010, by and between the Board of Education of the City School District of the City of New York (hereinafter referred to as the “DOE”) and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the “UFT”), in light of the unique circumstances presented here, regarding individuals hired by Parent Associations (“PAs”) and parent-teacher associations (“PTAs”) for school year 2010-11.


1. Individuals hired to work in schools by PAs/PTAs shall be referred to herein as “Parent Association Teacher Aides” and are separate and distinct from “Teacher Aides” represented by the UFT. Schools may use Parent Association Teacher Aides in school year 2010-11 and these Parent Association Teacher Aides shall be employed by the DOE as temporary employees. These Parent Association Teacher Aides may not replace, substitute for, or supplant in any way any UFT-represented employee. No Parent Association Teacher Aide shall cause, in whole or in part, a UFT represented employee to be excessed, laid off, or otherwise adversely affected (including, but not limited to, to the loss of per session work). No Parent Association Teacher Aide will cause, in whole or in part, a person who would have otherwise been hired by the DOE to not be hired. Parent Association Teacher Aides may only be used in a manner consistent with law and the DOE’s existing practices with respect to individuals that are not qualified to teach.
2. Parent Association Teacher Aides shall not be eligible to serve as a regular substitute teacher in the school in which the individual serves or has served as a Parent Association Teacher Aide.
3. Parent Association Teacher Aides employed by the DOE in school year 2010-11 will not be placed in any UFT bargaining unit and the UFT will not seek to represent them.
4. Funding for these Parent Association Teacher Aides must be raised privately and cannot include discretionary items from City Council or other government funds provided to the PA/PTA.
5. The UFT agrees to hold in abeyance its pending grievance # E-079-C16977 for the duration of the 2010-11 school year and will not seek to file any additional claims challenging the DOE’s hiring of PA/PTA Teacher Aides until the completion of the 2010-11 school year, provided, however, that the UFT reserves the right to take any grievance, administrative or legal action, including but not limited to proceeding with grievance # E-079-C16977, in the event there is a violation of this Agreement.
6. Nothing in this Agreement shall constitute a waiver or impingement upon any contractual or legal (inclusive of bargaining) rights. Nothing in this Agreement shall constitute a waiver or modification of any (i) provision of any collective bargaining agreement between the DOE and the Union, including but not limited to the collective bargaining agreement covering the titles Teacher Aide, Educational Assistant, Auxiliary Trainer and Bilingual Professional Assistant or (ii) any past practice. The DOE agrees not to assert

any waiver, statute of limitations, limitations period or laches defenses or otherwise use the hiring of Parent Association Teacher Aides as a defense in any grievance, administrative or legal proceeding that has been brought or might be, after the completion of the 2010-11 school year, brought regarding individuals hired by PAs and PTAs, including, but not limited to the Parent Association Teacher Aides employed pursuant to paragraph 1.


7. A labor-management committee (the "Committee") composed, in equal parts, of UFT and DOE representatives shall meet within 30 days after the execution of this Agreement to discuss possible long term solutions (e.g. internship programs) that would allow PAs and PTAs to continue to subsidize the hiring of individuals to assist in schools under terms that are agreeable to all relevant stakeholders. The Committee shall meet at least monthly until a long term agreement or an impasse is reached.

United Federation of Teachers, Local 2,
AFT, AFL-CIO

Board of Education of the City School
District of the City of New York



Michael Mulgrew
President



Joel Klein
Chancellor

CLOSING OF ISLAND AND HORIZON ACADEMIES
MEMORANDUM OF AGREEMENT

Between
THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK
And
UNITED FEDERATION OF TEACHERS, LOCAL 2, AFT, AFL-CIO

This Memorandum of Agreement ("MOA"), effective as of July 16, 2010, is made by and between the Board of Education of the City School District of the City of New York ("DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO ("UFT") regarding the closing of Island and Horizon Academies ("Closing Programs") on Rikers Island and the opening of a single program ("Rikers Island Academy" or "New Program") for the 2010-2011 school year and beyond.

WHEREAS, the mission of District 79: Alternative Schools and Programs ("District 79") is to re-engage and empower students through rigorous instruction and quality support services, and to serve as a model for innovative and replicable strategies of alternative schools and programs and in connection therewith District 79 operates the educational programs on Rikers Island, public school programs that seek to educate and provide social/emotional and other supports to students who are incarcerated therein;

IN WITNESS WHEREOF, it is mutually agreed to as follows:

1. The UFT waives any claims under any of the collective bargaining agreements (the "CBAs") between the UFT and the DOE or under law as to:
 - (i) Whether the Closing Programs are substantially the same as the New Program;
 - (ii) Whether the DOE complied with its obligation to bargain with the UFT with respect to the DOE's decision to end the Closing Programs and create the New Program; and
 - (iii) Whether the closure of the Closing Programs, the creation of the New Program or the resulting personnel actions violate the CBAs or any applicable law.

The UFT does not waive any claims of any type other than those specifically set forth in this paragraph 1, nor any claim that the DOE violated this MOA.

2. The Closing Programs will close effective August 27, 2010 and the New Program will open as of that same date.

3. All UFT-represented employees ("Employees") excessed from the Closing Programs will have three options:
 - (i) apply for positions in the New Program and have the opportunity to be selected for a position in the New Program in accordance with the procedures set forth herein;
 - (ii) seek a position outside of District 79 through the Open Market Hiring System, the Excessed Staff Selection System, and any other applicable resources; or
 - (iii) be placed as an Absent Teacher Reserve ("ATR") in a District 79 program pursuant to the procedures set forth herein.

Employees currently assigned to the Closing Programs shall have until July 26, 2010 to apply to work in the New Program.

4. Section 18D of the collective bargaining agreement covering teachers (the "Teachers' CBA") will apply to the staffing of all positions for all Employees in the New Program with the following changes: Section 18D4 of the Teachers CBA will apply to one-hundred percent of the positions (not fifty percent of the positions). Notwithstanding Section 18D1 of the Teachers' CBA, there will be three (3) personnel committees established for the New Program and each committee shall consist

of two (2) UFT representatives, two (2) DOE representatives, and either the principal of the New Program or District 79 representative. These committees:

- (i) May require applicants only to submit a cover letter or resume explaining how they meet the posted qualifications. The cover letters and resumes shall be submitted online to an address designated by the DOE in the postings.
- (ii) Shall conduct interviews for all qualified applicants from July 20, 2010 through August 31, 2010.
- (iii) Shall conduct phone interviews for applicants that have prior commitments that prevent them from coming to in-person interviews.
- (iv) Shall work according to a single hiring rubric created by the personnel committee.
- (iv) Shall consider qualified applicants from all Employees in all license areas.

The UFT and DOE will jointly conduct a training session for the members of the personnel committees on the rubric on July 19, 2010.

Grievances challenging whether the personnel committees' decision regarding the qualifications of individual applicants will be granted if the arbitrator finds that there was no "reasonable basis" for the determination.

Teachers who are selected to work in the New Program may assert a program preference in accordance with the procedures set forth in the CBAs for the term beginning September 2010. To the extent any such preference process exists regarding programs or assignments in other applicable CBAs, this paragraph shall not be construed as a waiver of any such provisions. School seniority, where applicable, will include all prior service in either or both of the closing programs. The DOE agrees to implement any reorganization grievance decisions arising from the process no later than February 1, 2011.

5. The UFT and DOE shall agree on the number of Absent Teacher Reserve ("ATR") positions that there may be at each school/program (and, where applicable, particular site) in District 79 given space limitations. All Employees excessed from the Closing Programs shall be given a complete list of these positions. The DOE shall place all Employees excessed from the Closing Programs (who are not selected by the personnel committees for the New Program and who do not secure another regular position) into an ATR position in District 79, in seniority order, at the school/program (and, where applicable, particular site) of the Employee's preference. In addition to any other rights the Employee may have, an Employee who believes that the particular location he/she is assigned to in an ATR position is an undue burden because of the travel time from the Employee's home to the site, he/she may request that representatives of the DOE and UFT jointly review the assignment. If the UFT and DOE representatives agree the assignment presents an undue burden, the Employee shall be reassigned to a location jointly determined by the UFT and DOE representatives. Should any Employee excessed from the Closing Programs be in ATR status in subsequent school years, they will not be assigned outside of the borough they were assigned to pursuant to the preference system provided for in this paragraph 5.

6. By September 21, 2010, Employees excessed from Closing Programs serving in ATR positions pursuant to paragraph 5 shall, in license and in seniority order, be placed, if they choose, in any vacancies that exist in District 79 programs, under the following conditions: Employees placed in the vacancies shall serve for the balance of the 2010-2011 school year. At the end of the 2010-2011 school year, if both the principal and Employee agree, the Employee will be appointed to fill the vacancy in the school. If either the Employee or principal do not wish the assignment to continue, the Employee will be placed back in ATR status and will return to ATR status in District 79 in the same borough as they were assigned as an ATR pursuant to paragraph 5.

7. The summer school programs on Rikers Island will continue for the summer of 2010 and retentions rights to that program shall continue to be governed in all respects by the provisions of the applicable CBAs and existing regulations, precedents, policies and practices. District 79 reserves the right to modify the size of its summer program for the summer of 2010 and beyond and also reserves the right to change the existing summer program at Rikers Island in the future. This MOA shall not be construed as a waiver by the UFT or any Employee of any rights (under any CBA or otherwise) regarding summer school programs at Rikers Island, including, but not limited to, should District 79 change the summer programs in the future.

8. The DOE shall maintain a Teacher Center in the New Program for the 2010-11 school year.

9. District 79 shall request a "Gate 1" pass from the New York City Department of Corrections ("DOC") for use by a UFT-designated representative. The UFT acknowledges the DOC is not a party to this MOA and has the final authority as to whether the District 79 request is granted.

10. Given the consolidation of programs and the unique setup at Rikers Island, to the DOE shall program the 5 release periods per week for the chapter leader pursuant to Article 19B1b of the Teachers' CBA either consecutively on one day or in two blocks on two days.

11. Any settlement of, decision in or order in Public Employment Relations Board cases U-27415 and U-27692 shall apply fully to the New Program in the same manner as it would apply to the Closing Programs.

12. Nothing in this Agreement shall constitute a waiver or modification of any provision of the CBA, other agreement between the Department and the UFT, applicable Department by-laws, policies, and regulations of the Chancellor, or past practice except as specifically set forth herein.

13. This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

14. This MOA represents the entire understanding and agreement of the parties with respect to the subject matter hereof and any other purported written and/or verbal agreement shall be null and void.

THE FOREGOING IS UNDERSTOOD, ACCEPTED AND AGREED TO BY:

UNITED FEDERATION OF TEACHERS, LOCAL 2,
AFT, AFL-CIO

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

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into this 21 day of June 2011, by and between the Board of Education of the City School District of the City of New York (hereinafter referred to as the "DOE") and United Federation of Teachers, Local 2, AFT, AFL-CIO ("UFT") modifying the existing collective bargaining agreements between the parties as follows:

I. General Provisions

- A. Except as expressly provided herein, this Agreement shall not in any way constitute a modification of, limitation on or a waiver of any provision of any collective bargaining agreement between the parties or past practice.
- B. For purposes of this Agreement the term "Excessed Employee" shall refer to all UFT-represented employees that have been excessed, including Excessed Employees that have been sent to a school to be considered for placement and not selected (an "ATR"). For employees that do not have licenses, the term "license" as used herein shall mean the appropriate title.

II. Consideration for Placement of Excessed Employees

- A. An Excessed Employee/ATR, upon notification of being excessed, shall be required to register on the Open Market System for purposes of providing updated contact information. Failure to so register shall eliminate the DOE's obligation as to that Excessed Employee/ATR under this Section II.
- B. Employees excessed after the execution of this Agreement shall be sent to schools for consideration for placement as follows:
 1. When one or more vacancies occur, the DOE shall send the most senior Excessed Employee in the district/superintendency with the appropriate license to the school(s) for consideration for placement, except that the DOE shall not be required to send Excessed Employees who have already been sent to a school for consideration for placement pursuant to this paragraph.
 2. An Excessed Employee sent to a school for consideration for placement shall meet with a Principal or Assistant Principal. For non-school based employees, the term "Principal or Assistant Principal" shall refer to the equivalent supervisory title.
 3. If the Principal denies the placement, and the vacancy remains, the DOE shall send a second Excessed Employee in the district/superintendency with the appropriate license to be considered for placement. Such Excessed Employee shall be the most senior in the district/superintendency who has not previously been sent for consideration for placement. No school shall be required to consider for placement more than two (2) excessed employees in a term. For purposes of this Agreement, a "term" shall be from September to January 31 or February 1 through of the end of the school year.

4. If the DOE notifies an Excessed Employee of the school he or she is being sent to for consideration for placement before the school year begins, he/she may choose to meet with the supervisor before the school year begins if a mutually agreeable time can be arranged. The DOE shall inform Excessed Employees that are notified subsequent to the start of the school year as soon thereafter as reasonably possible of the school to which he/she is being sent for consideration for placement.
 5. Notwithstanding the above, an Excessed Employee who has not been sent for consideration for placement shall be sent for consideration for placement prior to an Excessed Employee with the same license who has been excessed in a subsequent term, even if the subsequently excessed employee has more seniority.
 6. No release by an Excessed Employee's current Principal/Supervisor shall be required if a Principal/Supervisor accepts the Excessed Employee for placement.
 7. The Principal or Assistant Principal shall meet with the Excessed Employee/ATR for consideration for placement during the regular work day. No supervisor shall prevent the Excessed Employee/ATR from attending such meetings. If Excessed Employees/ATRs fail to appear at a school for consideration for placement when properly notified, the DOE shall have fulfilled its obligation to the Excessed Employee/ATR under this section, except if the Excessed Employee/ATR has a reasonable excuse. If reasonably possible, the Excessed Employee/ATR shall notify the Principal of his/her inability to attend.
- C. All employees currently in excess status shall be sent, in seniority order, to schools in their district/superintendency for consideration for placement in vacancies in their license area prior to any employee excessed after the date of this Agreement. Employees who are sent to a school for consideration for placement pursuant to this paragraph (C) shall count for purposes of the provision in section II(B)(3) limiting the number of Excessed Employees that a school must consider for placement to two (2) per term.

III. Leaves and Long Term Absences

The Principal shall select an appropriately licensed Excessed Employee/ATR in the district/superintendency, if any such employee exists, to fill all leaves and long-term absences. The Principal retains the right to remove an Excessed Employee/ATR from the filling of such leaves or long-term absences at any time and replace him or her with another appropriately licensed Excessed Employee/ATR. In the event that only one Excessed Employee/ATR in a license area in a district/superintendency is available, the Joint Oversight Committee created in Section VIII shall address the issue.

IV. Vacancies

- A. After September 15th an appropriately licensed Excessed Employee/ATR in the district/superintendency shall be temporarily utilized in a vacancy until the Principal makes a final determination whether to keep the employee in the position. An Excessed Employee/ATR that is filling a leave or long term absence may decline to be moved to or utilized in a vacancy. If the school has not yet considered two Excessed

Employees/ATRs pursuant to Section II, it shall do so as soon as possible so long as the vacancy exists.

- B. If a Principal decides not to continue to utilize an Excessed Employee/ATR in the assignment, another Excessed Employee/ATR shall be utilized pursuant to the terms of this Section IV, if such an employee exists, beginning no later than the first work day of the following work week, except where three Excessed Employees/ATRs have been utilized or declined to be utilized in that vacancy. From the day the Principal decides not to continue to utilize a particular Excessed Employee/ATR until the first workday of the following week, the Principal may utilize a substitute.
- C. At the end of the school year in which the temporary utilization occurs, if both the Principal and the Excessed Employee/ATR agree in writing, the employee shall be appointed to fill the vacancy in the school and take his/her rightful place in seniority order. If the employee or Principal do not wish the assignment to continue, the employee shall remain an ATR in their district/ superintendency in a different school.
- D. An employee that is temporarily utilized in a school shall maintain all of his/her contractual rights.
- E. The prohibition against moving an Excessed Employee/ATR during a week pursuant to Section V(B) below shall not apply to an Excessed Employee/ATR who agrees to be moved to a vacancy pursuant to this section IV.

V. Assignment of Excessed Employees

- A. To the maximum extent possible, as provided herein, an Excessed Employee/ATR shall be used to cover for a UFT-represented employee in his/her title who is absent, prior to the employment of a substitute or paying another employee in the school to cover a class or classes (or other appropriate assignments). If the Principal determines for a legitimate educational reason that it is unacceptable to allow the excessed employee/ATR to continue to cover a particular position, the principal may employ a substitute for the remainder of the work week. The Principal shall not be permitted to hire a substitute beginning with the first work day of the following work week for the same absence, unless no Excessed Employee/ATR is available.
- B. An Excessed Employee/ATR shall be assigned to a school within his/her district/superintendency for no less than a week, but may be assigned to a different school within his/her district/superintendency each week. A "week" shall be Monday through Friday, or shorter if the work week is less than five (5) days.
- C. An Excessed Employee/ATR shall be notified no later than Friday (or the last work-day of the week) if he/she will be assigned to a different school the following week and, if so, to which school. An ATR who has not been notified that he/she has been assigned to a different school by Friday shall report on Monday, or the first work day of the work week, and for the duration of that week, to the last school to which he/she was assigned.

VI. Sabbaticals

No study sabbatical shall be granted for a UFT represented employee for the 2012-2013 school year.

VII. No Layoffs

No UFT-represented employee shall be laid off from the date of this Agreement through the last work day of the 2011-2012 school year. The term "laid off" shall not include terminations based on misconduct or incompetence or denials of completion and/or discontinuances of probationary employment based on individual case-by-case determinations. Such terminations, denials and/or discontinuances shall continue to be subject to applicable law and contractual provisions.

VIII. Joint Committee

There shall be a Joint Oversight Committee comprised in equal parts of representatives appointed by the President of the UFT and the Chancellor of the City School District, respectively. The Joint Oversight Committee shall meet regularly, but no less than twice each term, as defined herein. The Joint Oversight Committee shall monitor the implementation of this agreement to maximize cost savings and ensure proper implementation. The DOE shall promptly provide the Joint Oversight Committee with all appropriate data and information, so long as it is requested in a reasonable amount of time.

IX. UI Grievance Regarding ATRs

The UFT shall withdraw the UI ATR Grievance (UFT Case #C16257, OLR #11-27224, AAA # 13 390 02 368 10).

X. Approval

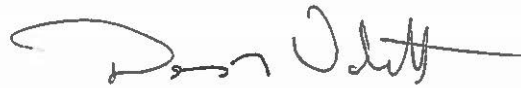
A. This Agreement shall not be binding on either party unless it is approved by the UFT's Executive Board and Delegate Assembly.

United Federation of Teachers, Local 2, AFT,
AFL-CIO

Board of Education of the City School
District of the City of New York



Michael Mulgrew
President



Dennis M. Walcott
Chancellor

The City of New York

James F. Hanley
Commissioner
Office of Labor Relations
As to UFT represented New York City
employees

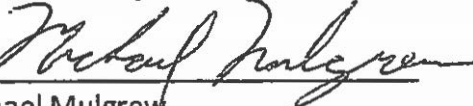
BROOKLYN GENERATIONS SCHOOL AGREEMENT

MEMORANDUM OF AGREEMENT (the "Agreement") entered into this 1st day of June 2012 by and between the Board of Education of the City School District of the City of New York (the "DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the "Union") modifying the existing collective bargaining agreements between the DOE and the Union, as set forth more particularly below.


1. This agreement covers the Brooklyn Generations School, and is not a precedent for any other DOE school or program.
2. The parties agree that they will work to establish a culture of partnership and collaborative decision-making at Brooklyn Generations School.
3. This agreement will be for the 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 school years. It will sunset at the end of the 2015-2016 school year.
4. During the years of this agreement, the school calendar for UFT represented staff at Brooklyn Generations School will be reconfigured based on the model developed by Generation Schools Network, with the total number of work days and the total number of vacation days remaining the same as in the regular DOE school calendar. Within two weeks of the DOE releasing the calendar for the upcoming school year for each year in this agreement, Brooklyn Generation's Principal and Brooklyn Generation's UFT Chapter Leader shall agree upon the exact configuration of the school calendar for the coming year, submit it to the Chapter for ratification by no less than 55% of those voting, and report it to the DOE and the UFT.
5. The UFT represented staff at Brooklyn Generations School will have their payment dates of their salaries reconfigured to reflect the earlier starting date of their school year.
6. The parties agree that they will give full consideration to School-Based Option proposals for the reconfiguration of the school day, once these proposals are approved by the Brooklyn Generations Principal and UFT Chapter.

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

United Federation of Teachers, Local 2
AFT, AFL-CIO

By: 
Michael Mulgrew
President

New York City
Board Of Education

By: 
Dennis Walcott
Chancellor

AGREEMENT

This agreement, dated September 6, 2012 between the Board of Education of the City School District of the City of New York (hereinafter referred to as the "DOE") and United Federation of Teachers, Local 2, AFT, AFL-CIO ("UFT") resolves the issues that form the basis of the arbitration requests AAA Case No. 13 390 02825 11(Rule 10 arbitration)and AAA Case No. 13 390 00878 12(ATR June 27, 2011 MOA arbitration), and these grievances and subsequent requests for arbitration are withdrawn with prejudice.

Except as expressly provided herein, this Agreement shall not in any way constitute a modification of, limitation on or a waiver of any provision of any collective bargaining agreement between the parties or past practice. The Memorandum of Agreement between the parties dated June 27, 2011 (the "June 27, 2011 MOA") remains in full force and effect unless explicitly modified below.

Rule 10 Arbitration

1) Teachers with 20 years or more of seniority who are covered by Rule 10 ("Rule 10 status") may be excessed consistent with all other applicable provisions of the collective bargaining agreement covering teachers, but they will be placed in the school from which they were excessed as an Excessed Employee/ATR and will not be rotated (as defined below). These individuals will have all the rights and privileges of other teachers on the school's table of organization except for program preference rights, and may be used for coverages or other teacher related duties. However, teachers who have attained Rule 10 status and are in schools that are phasing out may only be excessed in the last year of the phase out and only if there is no program

in their license area or they have not taught a program in a different license area with a program satisfactorily during the past two years. Rule 10 status cannot be attained while an individual is in excess.

2) It is expressly understood that the obligation in the MOA of June 27, 2011 to send Excessed Employees/ATRs for consideration for placement or to cover vacancies in their license area shall not apply to teachers with 20 years or more of seniority who are excessed and become ATRs/Excessed Employees assigned to the schools from which they are excessed.

June 27, 2011 MOA Arbitration

1) The June 27, 2011 MOA is hereby amended as follows:

a) As used in the June 27, 2011 MOA, the definition of "long term absences" shall be absences of longer than 29 work days.

For purposes of this Agreement and the June 27, 2011 MOA, the terms "rotated" or "rotation" shall refer to the assignment of certain Excessed Employees/ATRs to a different school within his/her district/superintendency on a revolving basis.

b) The parties agree that for purposes of Section III of the June 27, 2011 MOA, starting with the weekly rotation, the DOE will assign ATRs/Excessed Employees to schools on a temporary basis to fill positions caused by leaves or long term absences as defined above that are not covered internally by a school through contractually permissible methods and where a substitute teacher would otherwise be utilized to cover for the absence or leave. The ATRs/Excessed

Employees covering leaves and long term absences will not be rotated until the completion of the assignment unless the principal requests the removal of the ATR/Excessed Employee prior to its completion.

c) The parties agree that for purposes of Section IV of the June 27, 2011 MOA, the date the DOE shall begin temporarily utilizing appropriately licensed ATR/Excessed Employee will be the date of the start of the rotation of ATRs/Excessed Employees as determined by the DOE in a given school year.

d) It is expressly understood that the obligation in the MOA of June 27, 2011 to send Excessed Employees/ATR for consideration for placement or to cover vacancies, leaves or long term absences in their license area shall not apply to those Excessed Employees/ATRs who are not in the weekly rotation (e.g. those temporarily utilized to cover a vacancy, leave or long term absence/assignment) to cover other vacancies, leaves or long term absences/assignments.

e) The parties agree that ATRs/Excessed Employees in the Brooklyn and Staten Island High School District (BASIS) who are rotated, shall be rotated within seniority district but not outside the borough in which the school they were originally excessed from is located

It is expressly understood that the obligation in the MOA of June 27, 2011 to send Excessed Employees/ATR for consideration for placement or to cover vacancies, leaves or long term absences in their license area shall only apply to BASIS ATRs within the borough in which the school they were originally excessed from is located.

f) the parties agree that starting in October of the school year, the Joint Oversight Committee created by section VIII of the June 27, 2011 MOA (the "Oversight Committee") will meet monthly, and at each meeting the DOE will provide reports on the number of ATRs/Excessed Employees by license and district, the number of ATRs/Excessed Employees in long term

assignments and the number of leaves commenced at the start of each month. The parties also agree to discuss any and all particular issues concerning the implementation of this or June 27, 2011 MOA at these Oversight Committee meetings.

g) It is the intent of the parties to resolve issues relating to compliance with this agreement through the operation of the Oversight Committee. The UFT agrees that issues will be raised at the Oversight Committee prior to the commencement of any union initiated grievance or arbitration. The DOE agrees that should the committee agree about an issue of non compliance, the Division of Human Resources and Talent will reach out to DOE Staff and/or the school to ensure compliance. If a particular issue at a particular school warrants further intervention, the Deputy Chancellor for the Division of Talent, Labor and Innovation will intervene with appropriate DOE staff to ensure compliance with this agreement. At any time after an issue has been brought to the Oversight Committee, upon five days written notice to the DOE, the UFT may proceed with a union initiated grievance. The DOE will issue a memorandum to schools outlining all the changes above and share a draft of the memo with the UFT for consultation purposes before issuing. This memo will be issued prior to the start of 2012-2013 school year.

Provisional Agreement

1) The parties agree that after the end of the open market hiring period, if both the school's principal and the Excessed Employee/ATR agree in writing, the Excessed Employee/ATR will be staffed to a school on a provisional basis for the school year or the remainder of the school year. An agreement to be staffed provisionally for either all or the remainder of the

school year shall be in writing and signed by both the school's principal and the Excessed Employee/ATR.


2. An Excessed Employee/ATR that has been provisionally staffed for the year or remainder of the year by a school shall be treated in all respects as an employee on the school's table of organization for that year or remainder of the school year.

3. An employee that has been provisionally staffed by a school shall become an Excessed Employee/ATR again at the end of that school year unless both the employee and school principal agree in writing that he/she will be hired and placed on the school's table of organization in their rightful spot in seniority order.

4. Nothing in this Agreement is intended to alter or change the right of a principal to temporarily utilize an Excessed Employee/ATR in a vacancy and, if both the Principal and the Excessed Employee/ATR agree in writing at the end of the school year, to staff the employee to fill the vacancy in the school pursuant to section IV of the June 27, 2011 MOA.



For the DOE



For the UFT

**MEMORANDUM OF AGREEMENT
NEW AMERICAN ACADEMY**

Memorandum of Agreement (the "Agreement") entered into this 29th day of April , 2013, by and between the Board of Education of the City School District of the City of New York (hereinafter the "Department") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (hereinafter the "UFT") modifying the collective bargaining agreements between the Department and the UFT covering Teachers (hereinafter the "Teacher CBA") and Teacher Aides, Educational Assistants, Educational Associates, Auxiliary Trainers and Bilingual Professional Assistants (the "Paraprofessional CBA").

Nothing in this Agreement shall constitute a waiver or modification of any provision of the Teacher CBA and Paraprofessional CBA, other agreement between the Department and the UFT, applicable Department by-laws, policies, and regulations of the Chancellor, or past practice except as specifically set forth herein.

The Department shall create a school, which shall be known as the New American Academy, at 60 East 94th Street, Brooklyn in District 17 (P.S. 770). The Department shall also create a school, which shall be known as the New American Academy at Roberto Clemente State Park at 275 Harlem River Park Bridge, Bronx, in District 9 (P.S. 274). This Agreement applies to the New American Academy and the New American Academy at Roberto Clemente State Park (the "New American Academies") only. This Agreement (including, but not limited to, the salary schedules) is not a precedent for any other Department school or program. The salary schedules set forth in this Agreement shall not be admissible or citable in any proceeding, including any Fact-Finding hearing in connection with successors to the 2007-2009 collective bargaining agreements between the Department and the UFT, except to enforce the terms of this Agreement.

Mission: The UFT and Department (the "parties") agree that the New American Academies are an innovative educational model worthy of their support, and that they will work to establish in the school a culture of partnership and collaborative decision-making in the pursuit of educational excellence.

Selection Process: All positions, as set forth below, at the New American Academies will be advertised through a city-wide posting.

The New American Academies shall utilize the following selection process for each school: A Personnel Committee shall be established which shall consist entirely of the Head Master and all of the Master Teachers (as that position is defined herein). The Personnel Committee shall establish a rubric for assessing the qualifications of candidates, interview candidates and select all staff to be assigned to the school subsequent to the date of this Agreement. The selection shall not be grievable, except that an individual may grieve a failure to follow the procedure in this Agreement for selecting candidates.

Prior to beginning work at one of the New American Academies, all teachers shall complete a five (5) week pre-service training during the summer, provided that any teacher who commences work at one of the New American Academies on or subsequent to the first day that teachers report in September, shall attend the pre-service training held the next summer. Teachers shall be compensated for attendance at the pre-service training at the training rate specified in the Teacher CBA.

Salary/Positions: The following teaching positions shall be available at the New American Academies: Apprentice Teacher, Associate Teacher, Partner Teacher and Master Teacher (together, "Teachers"). The following paraprofessional positions shall be available at the New American Academies: Teacher Aide, Educational Assistant, Educational Assistant Educational Associate, Auxiliary Trainer and Bilingual Professional Assistant (together, "Paraprofessionals").

Salaries for all Teachers assigned to the New American Academies are set forth in Appendix A. Teachers shall be placed on the salary schedule based on their step and educational qualifications. For purposes of this paragraph, a Teacher's step and educational qualifications lane will be determined in the same manner as provided in the Teacher CBA, provided however that the Personnel Committee shall determine whether a Teacher on step two (2) shall be an Apprentice Teacher or an Associate Teacher. Except as modified herein, Teachers shall advance on the steps and across educational qualification lanes in the same manner as all Teachers covered by the Teacher CBA. A Teacher on step four (4) that has completed probation shall be a Partner Teacher. A Teacher on step four (4) that has not completed probation shall be an Associate Teacher.

Salaries for all Para-Professionals assigned to the New American Academies are set forth in Appendix B.

Notwithstanding the term of this Agreement, the UFT and the Department agree to renegotiate the New American Academies' salary schedules for Teachers and Paraprofessionals as part of

successor agreement(s) to the 2007-2009 Teacher CBA and Paraprofessional CBA for any period of time prior to the expiration of this Agreement.

Schedule: The school day for Teachers and Paraprofessionals serving at the New American Academies shall be seven (7) hours and ten (10) minutes, inclusive of a thirty-five (35) minute duty-free lunch, and will start no earlier than 8:00 a.m. and end no later than 4:30 p.m.

The Teachers' seven (7) hours and ten (10) minute school day shall include five (5) hours and five (5) minutes for classroom instruction, a thirty-five (35) minute duty-free lunch period, and a ninety (90) minute Collaboration Period (as defined herein). The configuration of this time within the day shall be decided by the Head Master in collaboration with the UFT Chapter.

In addition, Teachers shall attend all meetings delineated for Teachers working for the Department under its By-Laws, which shall be scheduled consistent with the Teacher CBA, relevant arbitral precedents, and past practice. Teachers shall also be required to attend parent-teacher conferences which shall be scheduled consistent with Department regulations and past practices, the Teacher CBA, relevant arbitral precedents, and past practice.

Master Teachers shall work an additional ten (10) hours per month. These additional hours shall be scheduled at a regular, mutually agreeable time, immediately before or after school, except that no such meeting shall start earlier than 7:00 a.m. or end later than 5:30 p.m. This time shall be used for consultation and joint professional work with the Head Master.

The Collaboration Period shall be used in such manner as to enable Teachers to further their professional work for the purpose of their greater classroom effectiveness. The Collaboration Period shall be used for professional, job-related work which may include but is not limited to preparation for classes, preparation of teaching material, analyzing student performance data (including the use of ARIS), common planning, presentation of or attendance at demonstration lessons, participation in teacher training, and conferences with the Head Master, with other teachers, staff or parents. The specific professional work, consistent with this Agreement and the Teacher CBA, to be performed during any individual Collaboration Period shall be jointly determined by each cohort team (as defined below), provided however that, on a given day, if an unusual or compelling circumstance necessitates it, the Head Master may, in consultation with the Chapter Leader, assign to a cohort team or an individual teacher a particular type of professional work consistent with this Agreement and the Teacher CBA.

The Department has the discretion to designate four (4) half days during the school year for professional development. The content of the professional development shall be determined by the Head Master in consultation with the UFT chapter.

Class Size: Article 7(M)1-3 of the Teacher CBA shall not apply to the New American Academy. The size of classes at the New American Academy shall be a maximum of sixty (60) students per class and no fewer than four (4) teachers shall be assigned to each class. However, this agreement shall have no precedential value or be admissible in any class size grievance or arbitration hearing except with regard to the New American Academy.

Bonus: The parties agree at some point to discuss the possibility of establishing a performance bonus program for Teachers and Paraprofessionals working in the New American Academy.

Removal/Return to Prior Position: A Teacher or Paraprofessional may voluntarily leave his/her assignment at one of the New American Academies at any time and the Headmaster shall have the authority to remove a teacher from his/her assignment at one of the New American Academies at any time. A Teacher or Paraprofessional that leaves or is removed from his/her assignment at one of the New American Academy, for any reason, will receive all credit (including, but not limited to, seniority) for the time worked in the New American Academies and will be placed at, and compensated at, the applicable salary step set forth in the Teacher CBA or Paraprofessional CBA in accordance with his/her seniority.

A Teacher who voluntarily or at the request of the Head Master leaves one of the New American Academies and is unable to obtain a placement through the Open Market System, shall be placed in the Absent Teacher Reserve in either (i) District 17 in the case of a person that leaves New American Academy or in District 9 in the case of a person that leaves New American Academy at Roberto Clemente State Park or (ii) the district s/he served in prior to coming to one of the New American Academies (if different). The teacher shall select from the aforementioned options.

A Paraprofessional who voluntarily or at the request of the Head Master leaves New American Academy shall be placed in a vacancy or in excess in either (i) District 17 in the case of a person that leaves New American Academy or in District 9 in the case of a person that leaves New American Academy at Roberto Clemente State Park or (ii) the district s/he served in prior to coming to one of the New American Academies (if different). The Paraprofessional shall select from the aforementioned options if there are either vacancies in both districts or no vacancies in either district.

Paraprofessional Assignment: A Paraprofessional that would have been assigned to the New American Academy pursuant to Article 12(D) of the Paraprofessional CBA shall have the right to refuse that assignment, provided that if no Paraprofessional in excess is willing to serve and a paraprofessional in the New American Academy is needed at the New American Academy to fulfill a legal mandate (e.g. an IEP mandate) the DOE retains the right to place a Paraprofessional in excess involuntarily at New American Academy, consistent with the Paraprofessional CBA. If a Paraprofessional is involuntarily assigned to New American, the placement shall last only until the DOE can find a Paraprofessional willing to serve at New American. In selecting which Paraprofessional in excess shall be involuntarily assigned to New American, the DOE shall, to maximum extent possible, not select a Paraprofessional for whom assignment to New American would constitute a personal, family, medical or travel hardship. When a Paraprofessional that is involuntarily assigned to New American Academy leaves the assignment, he/she will be considered to have voluntarily left New American Academy for purposes of this Agreement.

Grievance Process: The grievance process set forth in Articles 22 of the Teacher CBA and the Paraprofessional CBA shall be modified with respect to New American Academy as follows: All Grievances (as defined in the Teacher CBA and the Paraprofessional CBA) that cannot be resolved on an informal basis at the school-level shall be filed at Step 2 (the Chancellor's level) within thirty (30) days of the act or condition that is the basis for the grievance. The Chancellor will respond to the grievance in accordance with Article 22 of the Teacher CBA and the Paraprofessional CBA in the event the grievance cannot be resolved at Step 2, the Union may submit the grievance to an arbitrator in accordance with Article 22(C) of the Teacher CBA and the Paraprofessional CBA.


Term: This agreement will be in effect through the 2015-2016 school year. It shall sunset at the end of the 2015-2016 school year.

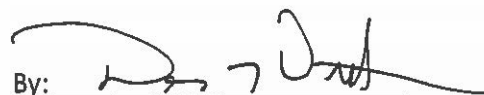
Extension of New American Academy: The parties shall give full consideration to the extension of the New American Academy model to additional new schools, with any contractual terms of such expansion to be negotiated in a separate agreement.

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

**United Federation of Teachers, Local 2
AFT, AFL-CIO**

**Board of Education of the City School
District of the City of New York**

By: 
Michael Mulgrew
President

By: 
Dennis Walcott
Chancellor

NAA Paraprofessional Salary Schedule
5% Premium over Contractual Para Schedule

	Base Pay	Base + 5 YR Long	Base + 15 YR Long
Teacher Aide	\$ 22,799	\$ 23,324	\$ 24,465
Ed. Asst.	\$ 25,927	\$ 26,452	\$ 27,593
Ed. Asst. A-1	\$ 26,290	\$ 26,815	\$ 27,956
Ed. Asst. A-11	\$ 26,648	\$ 27,173	\$ 28,314
Ed. Asst. B	\$ 27,660	\$ 28,185	\$ 29,326
Ed. Assoc.	\$ 31,634	\$ 32,159	\$ 33,300
Aux. Trainer	\$ 33,363	\$ 33,888	\$ 35,029
Bil. Prof. Asst. 2	\$ 33,363	\$ 33,888	\$ 35,029
Ed. Assoc. A./Aux. Trainer A	\$ 34,217	\$ 34,742	\$ 35,883
Ed. Assoc. B./Aux. Trainer B	\$ 36,267	\$ 36,792	\$ 37,933
5 year Longevity	\$ 525		
15 year Longevity	\$ 1,666		

Memorandum of Understanding for the Arbitration of APPR Complaints

This Memorandum of Understanding ("MOU") by and between the Board of Education of the City School District of the City of New York ("DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO ("UFT") is entered into this 16th day of May, 2014 confirming the parties' mutual understanding of the implementation of the "streamlined process to resolve APPR compliance issues" set forth in the Commissioner of Education's June 1, 2013 Determination and Order ("Order").

1. Nothing in this MOU shall constitute a waiver or modification of any provision of the Order or of any collective bargaining agreement, letter, other agreement between the DOE and the UFT, or applicable DOE by-laws, policies, and regulations of the Chancellor, or past practice unless expressly modified by the parties herein. Further, notwithstanding anything to the contrary, nothing in the Memorandum of Agreement entered into between the Board and the UFT in May 2014 modifying the collective bargaining agreements that expired on October 31, 2009 (or the 2009-2018 collective bargaining agreement covering teachers) shall be construed as altering or eliminating the APPR complaint process referenced herein and the Streamlined Process to Resolve APPR Compliance Issues described in the Order.
2. For the purposes of this MOU, any alleged violation of the Order which might be arbitrated shall be referred to as an "APPR Complaint", except for Union-Initiated grievances pertaining to the Order which shall be heard pursuant to the procedures provided for in the UFT-DOE Collective Bargaining Agreement covering Teachers ("CBA").
3. Nothing herein shall constitute a waiver of, modification of, or addition to any right that either party or a UFT-represented employee has to raise any issue which, by the terms of the Order, may be the subject of an APPR Complaint.
4. For the 2013-14 school year only, the period beginning on September 9, 2013 through and including October 25, 2013 shall constitute a "Grace Period", during which the DOE and the UFT will work to resolve disputes pertaining to the Order.
5. Complaints that occurred during the Grace Period shall be filed on or before November 1, 2013 in accordance with the procedure set forth in paragraph 6 of this MOU.
6. Beginning on October 26, 2013, APPR Complaints shall be processed between the parties in accordance with the procedures set forth herein.

- a. A teacher may present an APPR Complaint in writing to the head of school within five (5) school days after the teacher has knowledge of the act or condition which is the basis of the APPR Complaint.
 - b. The parties in a good faith effort to promptly and informally resolve, where possible, APPR Complaints shall for the 2013-14 school year, agree that representatives of the President of the UFT and the Chancellor shall periodically meet or communicate without the need for an in-person meeting with the mutual goal of resolving either pending or potential APPR Complaints.
 - c. If an APPR Complaint is not resolved within twenty (20) school days of the presentation of the APPR Complaint to the head of school, within twenty (20) school days of that date, the UFT may file an Intent to Arbitrate the APPR Complaint with the DOE's Office of Labor Relations. The UFT may schedule an arbitration of any APPR Complaint for which it has filed an Intent to Arbitrate with the DOE's Office of Labor Relations upon fifteen (15) school days' notice to the DOE's Office of Labor Relations, by filing a demand for arbitration which shall include a brief description of the specific facts of the underlying grievance and the provision of the Order that is alleged to have been violated, in order to allow the DOE to sufficiently understand and defend the grievance in the arbitration. The determination to proceed to arbitration of an APPR Complaint is within the sole discretion of the UFT. The parties agree to work in good faith to develop a system to be used generally for filing Intents to Arbitrate and demands for arbitration electronically.
 - d. At least five (5) school days prior to an arbitration of an APPR Complaint, the DOE shall provide the UFT with a brief written statement concerning the APPR Complaint, which shall set forth the DOE's position concerning the APPR Complaint with sufficient particularity for the UFT to understand and address it in the arbitration.
7. As per the Order, the UFT may arbitrate up to 150 APPR Complaints per school year. Each shall be considered one "slot" of arbitration and the parties agree that APPR Resolution Complaints shall be scheduled as slots.
 8. Notwithstanding the Order, for the 2013-14 school year there will be no prescribed number of slots per day scheduled. At the conclusion of the school year the parties will discuss whether to continue or modify this arrangement. Should the parties fail to come to an agreement on the scheduling of slots, they will follow the procedures set forth in the Order for scheduling APPR Complaints for arbitration.
 9. Prior to the end of the Grace Period, the parties agree to jointly select arbitrators from the parties' panel of arbitrators (Article 22C of the CBA) to hear and decide APPR Complaint arbitrations. Absent an agreement and subject to consent by

individual arbitrators, APPR Complaints will be assigned to arbitrators in the same manner as grievances are pursuant to Article 22 of the CBA.

10. Arbitration of APPR Complaint arbitration hearings shall be limited to one hour with each side allotted up to 30 minutes to present their respective cases (including any cross-examination and breaks), except that the arbitrator hearing the APPR Resolution Assistance Requests may, under extraordinary circumstances, where the nature of the case demands it, extend the time of the arbitration hearing. The arbitrator shall issue a decision on the APPR Complaint within five (5) school days of the conclusion of the hearing. The arbitrator's decision shall be final and binding upon the parties and shall include a brief explanation of the basis for the decision. Decisions resulting from arbitrations of APPR Complaints shall not be precedential, admissible, or citable in any other proceeding except by mutual agreement of the parties, and to enforce the terms of the Decision.
11. Either party, upon written notice to the other party (and the assigned arbitrator, if there is one) prior to the issuance of the decision may require that an APPR Complaint be scheduled for arbitration pursuant to the grievance procedure contained in Article 22 of the CBA. However, if the DOE requires that an APPR Complaint be heard as an arbitration pursuant to the CBA, the APPR Complaint arbitration shall not count towards the UFT's contractual number of arbitration dates. Should the UFT require that an APPR Complaint arbitration be heard as an arbitration pursuant to the CBA, all hearing dates shall count towards the UFT's contractual number of arbitration dates. An APPR Complaint arbitration heard pursuant to the parties' grievance procedure contained in the CBA shall have precedential weight in future APPR Grievance arbitrations. The parties recognize the importance of these cases in helping to guide the evaluation process and are committed to having these cases adjudicated in an expeditious manner. Toward that end, cases heard under the grievance procedure contained in Article 22 shall be completed as soon as possible but no later than 2 months from the date the Union initiates the scheduling of the case. Further the parties shall jointly request that the arbitrator issue an award within 5 school days of the last hearing date, with an opinion to follow if necessary. Notwithstanding the above, nothing herein shall be interpreted to limit either party's ability to fully present its case. In unique circumstances, the arbitrator shall have the right, upon application by either party, to extend the 2 month time frame.

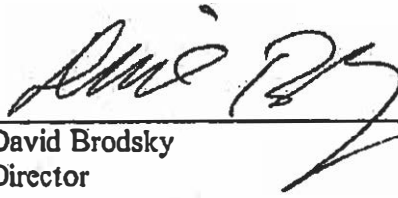
12. The parties agree that this MOU shall not be construed or interpreted as a waiver or modification in any way of either party's rights, claims, and defenses regarding the arbitrability of any dispute arising pursuant to the Order. Nothing contained herein prohibits the UFT from filing a UI grievance which shall be processed in accordance with the procedures set forth in paragraph 2.

United Federation of Teachers, Local 2,
AFT, AFL-CIO

Board of Education of the City School
District of the City of New York



Adam Ross
General Counsel



David Brodsky
Director
Office of Labor Relations



**Department of
Education**

Carmen Fariña, Chancellor

Adam Ross
United Federation of Teachers
52 Broadway
New York, New York 10007

Dear Adam:

In the event a Peer Validator concurs with a principal's assessment of a teacher's performance and the Department files charges against the teacher under Education Law §3012-c, this letter shall acknowledge the Parties' agreement. Peer Validators are not permitted to assess teacher's preparation and professionalism on components 1a, 1e and/or 4e outside of a teacher's classroom observation (pursuant to the MOA).

However, notwithstanding the Parties' agreement regarding components 1a, 1e and 4e, teachers shall not be precluded from specifically contesting the validity of the ratings of components 1a, 1e and/or 4e regardless of whether or not they have been reviewed by Peer Validators.

Please sign and return to me at your earliest convenience.

Sincerely,

David Brodsky

A handwritten signature in blue ink, appearing to read "Adam Ross", written over a horizontal line.

Adam Ross



**Department of
Education**

Carmen Fariña, Chancellor

Adam Ross
United Federation of Teachers
52 Broadway
New York, New York 10007

Dear Adam:

This letter confirms the parties' agreement with respect to several outstanding APPR complaints regarding the observation process.

The Union identified seven (7) teachers that filed APPR complaints regarding having received an observation during which there were more than three (3) observers present during the observation. The Board of Education of the City School District of the City of New York (the "Department of Education" or the "DOE") agrees that it will remove these observations from the teachers' files. The DOE has the discretion to conduct additional observations through the end of the 2014 school year. In the event a teacher does not receive an additional observation, and does not have the number of observations required under the Commissioner's Decision dated June 1, 2013, the remaining observations shall be the basis for the teacher's Measures of Teaching Practice rating.

The Union identified twenty-four (24) teachers who filed APPR complaints regarding having an observation that did not include any evidence regarding a component that was rated by an evaluator or copied information from the Danielson rubric without any additional information. The DOE agrees that it will revise these observations to include evidence regarding the component rating, if available, or, if not available will delete the rating for the component for which there was no evidence. If an evaluator does not have evidence, pursuant to the Commissioner's Decision, the evaluator may ask for evidence for that component or conduct another observation.

The Union identified nine (9) teachers who filed APPR complaints regarding observations that include Outside Evidence. The Union will review these teachers' observations to determine if the observations are consistent with the rules set forth in the parties' Memorandum of Agreement ("MOA"). In the event the observation is not consistent with the MOA, the DOE shall revise the observation so that it excludes all references to Outside Evidence consistent with this MOA.

The Union agrees that it will not introduce or cite this letter agreement or the revision process described herein during an appeal, grievance (except to enforce the terms of this Agreement) or arbitration pursuant to Education Law § 3020-a. To the extent there are additional grievances beyond what is specified in this letter in which an individual teacher is contesting that there were more than three (3)

observers present during the observation, an observation report lacked evidence or replicated language from the Danielson rubric, or Outside Evidence (as defined by the parties), the Union may file a grievance pursuant to the APPR complaint process. The Parties agree this letter agreement shall be non-precedential. This letter agreement shall not be introduced nor shall the MOA be cited for observations that occurred during the 2013-14 school year in any APPR complaint, grievance, or 3020-a proceeding concerning multiple observers, lack of evidence and outside evidence. However, upon ratification of the MOA, nothing shall prohibit the introduction of the MOA in any proceeding. The parties agree that the MOA shall not be construed as an admission of wrongdoing by either party.

Please sign and return to me at your earliest convenience.

Sincerely,

David Brodsky

A handwritten signature in blue ink, appearing to read "Adam Ross", is written over a horizontal line.

Adam Ross



United Federation of Teachers
A Union of Professionals

July 1, 2014

Mr. Lawrence Becker
Chief Executive Officer
Division of Human Resources
New York City Department of Education
65 Court Street – Room 707
Brooklyn, New York 11201

Dear Mr. Becker,

I write to confirm the agreement of the United Federation of Teachers, Local 2, AFT, AFL-CIO (“UFT”) and the Board of Education of the City School District of the City of New York (“DOE”), effective September 2, 2014, to increase by 18 the number of leaves to be granted pursuant to Article 19C of the collective bargaining agreement covering Teachers. The UFT agrees to pay for the cost of the DOE’s pension contributions and FICA taxes for individuals on these 18 additional leaves. The UFT shall provide your office with the names of those individuals applying for leaves.

Sincerely,

Adam Ross
General Counsel
United Federation of Teachers

Accepted and Agreed:

Lawrence Becker
Lawrence Becker

APPENDIX C

Unit Plan

9/11 - History

Topic/Theme/Duration	
Essential Question(s)	
Standard(s)	
Key Student Learning Objectives	
Sequence of Key Learning Activities	
Text(s) to be Used	
Assessment(s)	