

Whereas both the Board of Education of the City School District of the City of New York (the "DOE") and the United Federation of Teachers ("UFT") have expressed a joint interest in reducing the number of UFT represented employees who are or become ATRs; and

Whereas both parties agree that section 16 of the 2014 MOA (set forth in Article 17, Rule 11 A of the Teacher's contract and other corresponding provisions of the other collective bargaining agreements between the DOE and the UFT) has expired;

Now, therefore, the terms and conditions governing ATRs as set forth in the 2007-2009 collective bargaining agreements and memoranda of agreement entered into prior to the May 1, 2014 MOA govern, with the modifications set forth below:

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, nurses and occupational and physical therapists.

I. Severance Program

The DOE will offer a voluntary severance benefit to all ATRs who have been in the ATR pool for one or more school years as of May 31, 2017, who volunteer to resign/retire and who execute an appropriate release in a form prescribed by the DOE in consultation with the UFT, except those ATRs who have agreed in writing to resign/retire from the DOE in connection with the disciplinary process (the "Severance Program"). (Employees with charges pending are eligible for the Severance Program.)

The period during which ATRs may volunteer to resign/retire in accordance with the terms of the Severance Program shall commence on June 5, 2017 and terminate at 5 PM on July 14, 2017. The effective date of separation from service shall also be no later than July 14, 2017.

Eligible ATRs who volunteer for this Severance Program shall receive, at the employee's option, a severance payment of either:

1. \$50,000 in a lump sum non pensionable payment to be made within 60 days following the end of the severance period or,
2. \$35,000 in a lump sum non pensionable payment to be made within 60 days following the end of the severance program plus six months of health coverage for the employee including coverage for dependents, spouses and/or domestic partners.

For purposes of determining eligibility for the Severance Program only, time spent as a provisional hire or in a provisional assignment shall constitute time as an ATR. Employees who meet the above criteria who are provisionally hired or provisionally assigned at the time this Severance Program is offered are also eligible for the Severance Program.

In the event that an ATR who participates in the Severance Program returns to service with the DOE, the ATR shall repay the severance payment received, through payroll deductions in equal amounts,

within six months of the ATR's return to service. This provision shall not apply to ATRs who return to service as day to day substitute teachers or on a part-time ("F status") basis.

II. Assignment of ATRs

After October 15, ATRs 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 not to assign an ATR 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 based on the circumstances of each case.

The DOE shall not be required to send more than one (1) 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. 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.

ATRs serving in a K-12 or 7-12 license pursuant to the agreement between the DOE and the UFT dated August 25, 2016 (e.g., ATRs serving in Physical Education K-12, English Secondary, Mathematics Secondary, Social Studies Secondary, English as a Second Language, and Foreign Language) will not be sent to schools with vacancies or to leaves or long term absences outside of the division (i.e., Elementary, Middle, High School) which they were assigned prior to entering the ATR pool.

It is understood that at any time after a temporary provisional assignment is made, a principal can request the removal of the ATR from this assignment and the ATR can be returned to the ATR pool and be subject to the terms and conditions of employment then applicable to ATRs pursuant to this Agreement

To the extent that the provisions above conflict with the provisions of the Memorandum of Agreement dated June 27, 2011, the ATR agreement dated Sept 6, 2012 and any provision of Article 17, Rule 11 B of the Teacher's contract and other corresponding provisions or other current collective bargaining agreements between the DOE and UFT, the provisions above shall govern.

This agreement will run through the last day of school of the 2018-2019 school year, at which time the parties must agree to extend this agreement. Absent such agreement the parties shall return to the terms and conditions for ATR assignment as they exist in the 2007-2009 collective bargaining agreement and memoranda of agreement entered into prior to the 2009-2018 collective bargaining agreement.

A handwritten signature in black ink, appearing to read "Michael Mulgrew", written over a solid horizontal line.

Michael Mulgrew, President United Federation of Teachers - 6/1/2017

A handwritten signature in black ink, appearing to read "Carmen Fariña", written over a solid horizontal line.

Carmen Fariña, Chancellor New York City Department of Education – 6/1/2017