

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into this 27th 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

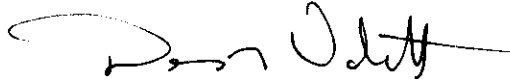
A. This Agreement shall not be binding on either party unless it is approved by the UFT's Executive Board and Delegate Assembly.

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