

MEMORANDUM OF AGREEMENT

Absent Teacher Reserve and Vacancies

Memorandum of Agreement entered into this 10th day of November, 2008 by and between the New York City Board of Education (hereinafter "DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (hereinafter the "Union").

All terms and conditions of the current collective bargaining agreements between the parties remain in full force and effect. This side agreement assists in using talent and resources more effectively:

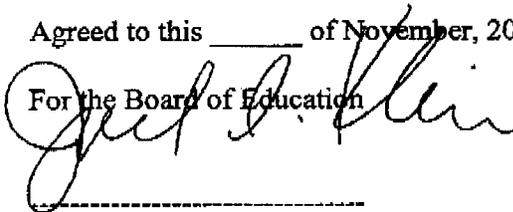
1. In recognition of the realities of the evolving budget situation and a pool of available qualified, experienced teachers, the Chancellor will convey to principals that though they continue to have final say over teacher hiring decisions it is his clear preference that the Absent Teacher Reserve (ATR) pool be used as the first option in filling new and existing vacancies. Towards that end, the Chancellor will send a letter to principals strongly urging them to consider and interview members of the ATR pool to fill vacancies before considering other candidates, explaining the significant financial incentives created herein for them to do so, and underscoring that, as the city confronts the current fiscal crisis, responsible management principles require a commitment to actively and in good faith pursue hiring ATRs prior to filling open positions.
2. The DOE will also send principals lists of ATRs and their license areas and district/superintendency.
3. "ATR" refers to all UFT-represented titles.
4. When a centrally-funded ATR is hired to fill a regular position in a school (other than the school from which the ATR was excessed), on or after November 1st of the calendar year in which they were excessed, central DOE will pay the difference between the actual salary of the teacher and a starting teacher salary, and then, in subsequent years, will continue to pay the difference between the actual salary and the subsequent steps on the salary scale (for example, in year 2, the difference between actual salary and step 2A on the salary scale). This subsidy will terminate once the excessed employee has been in the position 8 years.
5. Until November 15, 2010 a school that hires a centrally-funded ATR to fill a regular position (other than a school from which the ATR was excessed) on or after November 1st of the calendar year in which they were excessed, in addition to being charged in accordance with ¶ 4 above, central DOE will credit the hiring school's budget one-half of the starting teacher salary that would otherwise be paid by the school under ¶4 above.
6. After November 1, principals can offer to hire centrally-funded ATRs for the balance of the school year on a provisional basis whereby ATRs accepting this offer can be excessed, regardless of seniority, at the end of the school year in which they are hired, or can opt to be placed in excess again at that time. If the

ATR is not exceeded again at the end of the school year, and does not opt to be placed in excess at that time, the ATR will become a regularly-appointed pedagogue at the school. The subsidies provided for in ¶¶ 4 & 5 above will not apply to ATRs hired provisionally pursuant to this paragraph, but will apply should such an ATR become a regularly-appointed pedagogue at the school.

- 7. There will be a city-wide posting consisting of all schools that have a high enough rate of absences to benefit from a full-time ATR and that do not have an ATR already assigned, or have enough students to warrant one or more additional ATR's. With principal approval of adding one or more ATRs, centrally-funded ATR's may apply to transfer into the district/superintendency and be placed in the selected school as an ATR up to a limit of one (1) ATR per 500 students, with city-wide seniority determining priority among multiple applicants.
- 8. Excessed pedagogues will not be separated from other job applicants at job fairs, though they will be given the option to decline to attend briefing sessions for new teachers.
- 9. ATR's will be used for classroom assignments, e.g. push-in, pull-out, intervention, remediation, to cover day-to-day and long-term teacher absences, to reduce class size, and other assignments within the teacher job description.
- 10. DOE will make its best efforts to modify its systems so that, by school year 2009-2010, applicants for specific vacancies in the open market or the excess hiring system will be notified when their application is received, if they are hired and if the position has been filled with another applicant.
- 11. It is the mutual objective of the DOE and UFT in reaching this side agreement to reduce the size of the excess pool by 1) eliminating any financial disincentives to fill open positions out of the ATR pool; 2) creating a financial incentive for the school to hire out of the ATR pool; and 3) improving processes and procedures that will facilitate the hiring process for ATRs. The UFT and the DOE will review the results of this side agreement after it has been in operation for one year and, on that basis, will work collaboratively to determine if it is necessary to find additional solutions aimed to reduce the size of the ATR pool in a manner that serves the best interests of the students of New York City public schools and reflects the need to address the fiscal challenges we face together.
- 12. This agreement will expire on December 1, 2010 although paragraphs 4, 5 & 6 will continue to apply to hiring done on or prior to that date, according to the specific terms set forth above.
- 13. The UFT will hold its arbitration (case number A-079-C16257) in abeyance to allow this agreement time to go into effect.

Agreed to this _____ of November, 2008.

For the Board of Education



For the United Federation of Teachers

