

**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.

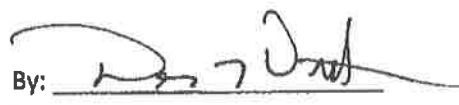
Extension of New American Academy: The parties shall give full consideration to the extension of the New American Academy model to additional new schools, with any contractual terms of such expansion to be negotiated in a separate agreement.

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		

