

**ARTICLE ELEVEN
RATES OF PAY AND WORKING CONDITIONS OF
TEACHERS ASSIGNED, EDUCATION ADMINISTRATORS,
EDUCATION ANALYSTS, EDUCATION OFFICERS, AND
PROFESSIONAL DEVELOPMENT ASSIGNMENTS AND POSITIONS**

I. Teachers Assigned

A. Benefits and Working Conditions

Teachers assigned shall be covered by the provisions of this Agreement except that:

1. A teacher assigned who has been granted additional compensation by Board resolution shall continue to receive such additional compensation while in such assignment in accordance with the terms of the Board resolution.

2. Only the following provisions of Article Five entitled "Licensure, Assignment, and Appointment" shall apply: Section E, "Withdrawal of Resignation and Subsequent Reappointment"; Section F, "Absence Without Notice;" and Section G, "Return to Former License of Appointment."

3. Only the following provisions of Article Seven entitled "Programs, Assignments and Teaching Conditions in Schools and Programs" shall apply: Section I, "Acting Supervisory Positions" to be applicable to district offices and central headquarters; Section P, "Regular Part-Time Assignments for Appointed Teachers" (to the extent consistent with status as a teacher assigned) and Section S, "Additional Facilities."

4. Only the following provisions of Article Eight entitled "Education Reform" shall apply: Section H, "Professional Development and Second Differential" Section I, "Reduction of Paperwork"; Section J, "Evaluation/Observation System;" and Section L, "Labor/Management Committee on Long Term Reforms."

5. Only Part I of this Article Eleven shall apply.

6. Only the following provisions of Article Seventeen entitled "Retention, Excessing and Layoff" shall apply: Section B, "Excessing Rules-Appointed Teachers"; and Section D, "Layoff".

7. Only the following provision of Article Eighteen entitled "Transfers" shall apply: Section A, "General Transfers".

8. Only the following provision of Article Twenty-Three entitled "Special Complaints" shall apply: Section H, "Expansion of Special Complaint Procedure to Include Supervisors".

9. Only the following provision of Article 24 entitled "Professional Conciliation" shall apply: Section B; "District Level."

10. The following articles of this Agreement shall not apply: Article Six, "Hours"; Article Nine, "Procedures for Handling Special Behavior Problems"; Article Twelve, "Schools and Programs With Modified Work Schedules"; Article Thirteen, "Working Conditions of Per Diem Substitutes, Substitute Vocational Assistants, and Teacher's Assistants"; Article Fourteen, "Rates of Pay and Working Conditions of Adult Education Teachers"; Article Fifteen, "Rates of Pay and Working Conditions of Per Session Teachers"; Article Nineteen C, "Leaves of Absence for Union Officers"; Article

Nineteen J "Information at the School"; Article Twenty, "Matters Not Covered" (third paragraph) and Article Twenty-Four, "Professional Conciliation."

B. Assignment as a Teacher Assigned

1. Notice of openings for positions as teachers assigned to district offices or central headquarters shall be posted. The notice shall set forth the job description and qualifications for the positions. Selection for the positions shall be from among qualified applicants who are regularly appointed teachers. Such notices shall be posted in all schools in the district for a position in a district office; or in all schools in the system for a position at central headquarters.

2. Assignment to a district office or central headquarters will be on a voluntary basis for a specified period of time or without limit of time. At the end of the assignment the teacher shall have the right to return to the district from which he/she was assigned. In the case of assignment from a high school or organizational unit the teacher shall have the right to return to his/her former school or to the organizational unit.

3. A teacher assigned who requests a return to his/her former position within one year or, if his/her assignment terminates sooner, at the end of the assignment, shall be returned to his/her former school in accordance with his/her seniority.

4. An appropriately selected teacher assigned who requests an opportunity to return to the position from which he/she was excessed shall be returned to that position if within a year a vacancy should occur in that position. If the teacher is serving in a school when the vacancy occurs, the return to position shall be effectuated at the next reorganization unless the school principal agrees to an earlier release.

5. After at least one year as a teacher assigned, a teacher assigned who returns from any leave of absence with pay or from a leave without pay of one year or less shall be returned to the position from which he/she took the leave, in accordance with his/her seniority in that position, provided he/she meets the qualifications for the position as they then exist.

6. After at least one year as a teacher assigned, a teacher assigned who returns from a leave of absence without pay of more than one year shall be returned to that position from which he/she took the leave provided a vacancy exists. If no vacancy exists the teacher will be placed in excess and Paragraph 4 above shall apply.

C. Hours of Service

The hours of service of a teacher assigned shall be thirty- six and two-thirds hours per week (thirty-seven and one-half hours per week effective February 2006), exclusive of a daily forty-minute (effective February 2006 thirty minute) lunch period. The daily schedule of work shall be 9 a.m. to 5 p.m. unless otherwise specified in the assignment.

D. Work Year

1. The work year of a teacher assigned whose work is preponderantly connected with school year instructional programs, their staff and/or students shall be the same work year as a day school teacher and in addition the teacher assigned may be required to serve a week during the Christmas recess, Easter recess or the summer vacation period.

2. The work year for all other teachers assigned shall commence on September 1 of each year and end on the following August 31. During each such work year the teacher assigned shall be granted 31 days vacation to be scheduled during the Christmas recess, Easter recess, summer vacation period and such other periods as can be mutually arranged with the head of the office or other organizational unit.

II. Education Administrators

A. Applicability

Education Administrators covered by this Agreement are all non-supervisory Education Administrators at Level I.

B. Salaries

1. Salary Adjustments, Ranges and Longevities

a. During the term of this Agreement the salary range exclusive of longevities applicable to Education Administrators (Level I) in the unit shall be:

Effective Date	Minimum	Maximum
Current	\$67,167	\$83,590
December 1, 2003	\$68,510	\$85,262
December 1, 2004	\$70,908	\$88,246
November 1, 2005	\$74,808	\$93,100
October 1, 2006	\$77,242	\$96,129

b. Incumbent increases during the term of this Agreement shall be:

Effective Date	Increase
December 1, 2003.....	2%
December 1, 2004.....	3.5%
November 1, 2005.....	5.5%
October 1, 2006.....	3.254%

c. Appointed Education Administrators are eligible for a twenty (20) year longevity increment in the amount set forth below in accordance with Appendix A II C:

Effective Date.....	Amount
Current.....	\$3,637
December 1, 2003.....	\$3,710
December 1, 2004.....	\$3,840
November 1, 2005.....	\$4,051
October 1, 2006.....	\$4,183

Education Administrators are eligible for a 22 year longevity increment in the amount set forth below in accordance with Appendix A II C:

Effective Date.....	Amount
Current.....	\$4,454
December 1, 2003.....	\$4,543
December 1, 2004.....	\$4,702
November 1, 2005.....	\$4,961
October 1, 2006.....	\$5,122

2. Initial Appointment or Assignment

Education Administrators newly assigned or appointed during the term of this Agreement shall be placed at the minimum of the applicable range except:

a. E.A.'s whose service immediately prior to assignment or appointment as an E.A. was with the Board shall receive a 10% salary increase or the minimum salary of the range, whichever is greater.

b. E.A.'s with service immediately prior to assignment or appointment as an E.A. in a non-Board position related to their E.A. position may receive up to 10% more than their salary in the related position.

c. If, prior to appointment or assignment to a job, it is established that the scope of the duties and responsibilities of the job are substantially greater than the scope of the duties and responsibilities of related jobs at the minimum of the applicable salary range, a higher salary rate shall be set, consistent with the scope of the duties and responsibilities, following audit and review by the Division of Human Resources and after consultation with the Union and the approval by the Chancellor. In case of disagreement as to the determination or the rate, the dispute may be submitted for a determination through the grievance and arbitration procedure. Pending final determination of the dispute, the minimum of the applicable range shall be paid. It is understood that the salary above the minimum is set for the specific job.

d. Salary placement pursuant to paragraph a, b, or c above shall not exceed the maximum of the applicable range.

C. Benefits and Working Conditions

Education Administrators shall be covered by the provisions of this Agreement except:

1. Only the following provisions of Article Three entitled "Salaries and Benefits of Day School Teachers" shall apply: Section G, "Health Insurance and Welfare Benefits"; Section H, "Reimbursement for Medical Expenses"; Section I, "Damage or Destruction of Property"; Section K2 "Transit Benefit Program"; Section L, "Salary Payment," (Paragraphs 1 and 3); and Section M "Performance Incentives Committee".

2. Only the following provisions of Article Five entitled "Licensure, Assignment and Appointment" shall apply: Section E, "Withdrawal of Resignation and Subsequent Reappointment" subject to the procedures set forth in Chancellor's Regulation C-30; Section F, "Absence without Notice"; and Section G, "Return to Former License of Appointment."

3. Only the following provisions of Article Seven entitled "Programs, Assignments and Teaching Conditions in Schools and Programs" shall apply: Section I, "Acting Supervisory Positions" to be applicable to district offices and central headquarters Section P, "Regular Part-Time Assignments for Appointed Teachers" (to the extent consistent with status as an Education Administrator) and Section S, "Additional Facilities."

4. Only the following provisions of Article Eight entitled "Education Reform" shall apply: Section I, "Reduction of Paperwork"; Section J, "Evaluation/Observation System and Section L, "Labor/Management Committee on Long Term Reforms. "

5. Only Part II of this Article Eleven shall apply.

6. Only the following provisions of Article Sixteen entitled "Leaves" shall apply: Section F, "Military Service Pay"; and Section G, "Payment for Jury Duty".

7. Only the following provisions of Article Seventeen entitled "Retention, Excessing and Layoff" shall apply: Section B, "Excessing Rules—Appointed Teachers"; Section C, "Appointment to New Program, License or Title"; and Section D, "Layoff".

8. Only Section A, "General Transfers" and Section D, "Hardship Transfers," of Article Eighteen entitled "Transfers and Staffing" shall apply.

9. Article Nineteen, entitled "Union Activities, Privileges, and Responsibilities" shall apply except for Section B, "Time for Union Representatives" and Section C, "Leaves of Absence for Union Officers".

10. The following Articles shall not apply: Article Six entitled "Hours"; Article Nine entitled "Procedures for Handling Special Behavior Problems"; Article Twelve entitled "Schools and Programs with Modified Work Schedules"; Article Thirteen entitled "Working Conditions of Per Diem Substitutes, Substitute Vocational Assistants, and Teacher's Assistants"; Article Fourteen entitled "Rates of Pay and Working Conditions of Adult Education Teachers"; Article Fifteen entitled "Rates of Pay and Working Conditions of Per Session Teachers"; and Article Twenty-Four entitled "Professional Conciliation".

D. Workweek

The hours of work for Education Administrators shall be thirty-six and two-thirds hours per week (thirty-seven and one-half hours per week effective February 2006), exclusive of a daily forty-minute (effective February 2006, thirty minute) lunch period.

E. Workyear

Education Administrators shall have a workyear beginning September 1 and ending the following August 31.

Education Administrators will be paid for all Board of Education holidays and all other days on which their office is closed for special observance or emergency pursuant to action of the Chancellor or community superintendent.

F. Sick Leave

1. A sick leave allowance of one day per month of service shall be credited to Education Administrators and shall be used only for personal illness of the employee.

2. Effective September 2002, Education Administrators may use two of the sick days allowed per year for the care of ill family members.

For the purpose of this provision, family member shall be defined as: spouse; natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 et seq.

3. Sick leave allowance is cumulative up to 200 days

4. Proof of illness may be required for absences of more than three consecutive workdays.

5. The normal unit of charge against sick leave allowance is one-half day. However, the Education Administrator's immediate supervisor may approve the use of units of one hour.

6. In the calculation of sick leave allowance, a full month's credit shall be given to an Education Administrator who has been in full pay status for at least 15 calendar days during that month, provided that: (a) where an Education Administrator has been absent without pay for an accumulated total of more than 30 calendar days in the workyear, he/she shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 days in each month during this period, and (b) if an Education Administrator loses sick leave allowance under this rule for several months in the workyear because he/she has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Education Administrator shall be credited with the sick leave allowance earnable in one month for each 30 days of such full pay status.

7. Where an Education Administrator is hospitalized on annual leave the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where an Education Administrator is seriously disabled but not hospitalized while on annual leave and providing the Education Administrator submits proof of such disability satisfactory to the Executive Director of Human Resources, written approval of the Executive Director may be given to charge such leave time to sick leave and not to annual leave at the employee's option.

8. Sick leave allowances accumulated in another Board or City position shall be transferred to the employee's bank when he/she becomes an Education Administrator.

9. At the discretion of the Executive Director of Human Resources and upon the recommendation of the appropriate superintendent:

(a) Education Administrators who have exhausted all earned sick leave balances may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave; and

(b) Education Administrators may also be granted sick leave with pay for three months after 10 years of City service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the Executive Director of Human Resources. The Executive Director shall base the determination in this matter on the nature and extent of illness and the length and character of service. Such extension, if granted, may not exceed nine months.

G. Annual Leave

1. Except as otherwise provided in subsection 2 of this Section G, Education Administrators shall have an annual leave allowance as follows:

a. The annual leave allowance for Education Administrators hired on or after September 9, 1985 shall accrue as follows:

Years in Service	Monthly Accrual	Annual Leave Allowance
At the beginning of the employee's first year	One (1) day per month after the first two (2) months	10 workdays
At the beginning of the employee's second year	One (1) day per month plus one (1) additional day at the end of the second year	13 work days
At the beginning of the employee's third year	One (1) day per month plus one (1) additional day at the end of the third year	13 work days
At the beginning of the employee's fourth year	1¼ days per month	15 work days

At the beginning of the employee's fifth year	1 2/3 days per month	20 work days
At the beginning of the employee's eighth year	Two (2) days per month plus one additional day at the end of the eighth through the fourteenth year	25 work days
At the beginning of the employee's fifteenth year	2¼ days per month	27 work days

b. The annual leave allowance of Education Administrators hired before September 9, 1985 shall accrue as follows:

Years of Continuous Board And/or City Service	Monthly Accrual Rate	Annual Leave Allowance
Less than 8 Years	1 2/3 days	20 work days
8 to 15 years	2 days plus one additional day in December	25 work days
15 years or more	2¼ days	27 work days

2. Education Administrators entitled to 31 days annual leave prior to September 9, 1980 shall continue to earn annual leave at the rate of 31 days per year (based on a monthly accrual rate of two and one-half (2½) days per month, plus one additional day (¾ days) for the month of December).

3. In calculating years of continuous service for purposes of annual leave allowance under subsection 1 of this Section G, credit shall be given for all active City service, including pedagogical and nonpedagogical service in the Board of Education and service in City agencies. Continuity of service shall not be deemed to be interrupted except by separation from service for a continuous period of more than one year and one day.

4. Up to two years' annual leave allowance may be accumulated by an Education Administrator and carried over from one work year to another.

5. For good reason an Education Administrator may request and the appropriate superintendent may permit the use of up to ten days of annual leave allowance before it is earned.

6. Use of accrued annual leave shall be scheduled by mutual agreement of the Education Administrator and his/her superior. The employee's preference shall not be unreasonably denied.

If an Education Administrator's request to use annual leave is denied, he/she shall be entitled to carry over that portion of his/her annual leave allowance so denied for one additional work year notwithstanding that his/her accrual of annual leave may thereby exceed two years' entitlement.

7. The minimum unit of charge against annual leave allowance shall be one hour.

8. For the earning of annual leave allowance under subsection 1 of this Section G, a full month's allowance shall be earned by an employee who had been in full pay status for at least 15 calendar days during that month, provided that: (a) where an employee had been absent without pay for an accumulated total of more than 30 calendar days in the work year, the employee shall lose the annual leave allowance earnable in one month for each 30 days of such accumulated absence, even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave under this rule for several months in the work year because the employee had been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, such employee shall be credited with annual leave earnable in one month for each 30 days of such full pay status.

H. Leaves Without Pay

1. Leaves of absence without pay may be granted to Education Administrators on application for a period of three years or less for the purpose of study, restoration of health, or for other satisfactory reasons on the same basis as apply to other pedagogical employees.

2. No Education Administrator upon return to actual service shall be placed on a salary step or salary level lower than his/her salary step or salary level immediately prior to the initial date of the leave.

3. Through at least July 31, 1995 the Board will implement a liberal policy concerning the granting of leaves of absence without pay to UFT bargaining unit members who meet the stated criteria for such leaves. Bargaining unit members who are denied such a leave at the school or district level may appeal to the Executive Director of the Division of Human Resources for review and final determination.

I. Vested Benefits

All annual leave, sick leave, sabbatical leave, compensatory and Cumulative Absence Reserve time balances to the credit of an Education Administrator as of March 31, 1979 shall remain to the employee's credit. Such balances may be used in accordance with leave regulations and to the extent not used are applicable toward terminal leave, leave in lieu of sabbatical and/or separation or termination from employment.

III. Education Officers and Education Analysts

A. Applicability

Education Officers and Education Analysts covered by this Agreement are: employees in the titles Education Officer, Education Analyst, Associate Education Officer, and Associate Education Analyst except those serving in the Offices of the Chancellor, Deputy Chancellors, Labor Relations and Collective Bargaining, and Legal Services; those serving in the Office of Budget Operations and Review and in the Division of Human Resources, except employees who are neither managerial nor confidential as defined in Section 201.7 of Article 14 of the CSL; and those serving elsewhere in the Board of Education who are managerial or confidential as defined in Section 201.7 of Article 14 of the CSL.

B. Salaries

1. Salary Adjustments, Ranges and Longevities

a. The salary ranges exclusive of longevities applicable to Education Officers and Education Analysts in the unit shall be:

Education Analyst/Officer

Effective Date	Annual	Hourly
Current	\$46,907–60,659	\$25.67–33.20
December 1, 2003	\$47,845–61,872	\$26.18–33.86
December 1, 2004	\$49,520–64,038	\$26.69–34.52
November 1, 2005	\$52,244–67,560	\$26.69–34.52
October 1, 2006	\$53,943–69,758	\$27.56–35.64

Associate Education Analyst/Officer

Effective Date	Annual	Hourly
Current	\$61,566–79,715	\$33.70–43.64
December 1, 2003	\$62,797–81,309	\$34.37–44.51
December 1, 2004	\$64,995–84,155	\$35.04–45.38
November 1, 2005	\$68,570–88,784	\$35.04–45.38
October 1, 2006	\$70,801–91,672	\$36.18–46.86

b. Incumbents will have the following salary adjustments:

Effective Date	Increase
December 1, 2003	2%
December 1, 2004	3.5%
November 1, 2005	5.5%
October 1, 2006	3.254%

c. Longevities

Longevities for Education Analysts, Education Officers, Associate Education Analysts and Associate Education Officers are set forth below, and are received upon completion of the requisite service in the Board of Education and the City of New York:

Effective Date	10-Year	15-Year	20-Year
Current	\$755	\$1,511	\$3,023
December 1, 2003	\$770	\$1,541	\$3,083
December 1, 2004	\$797	\$1,595	\$3,191
November 1, 2005	\$841	\$1,683	\$3,367
October 1, 2006	\$868	\$1,738	\$3,476

2. Initial Appointment or Assignment

Education Officers and Education Analysts newly assigned or appointed during the term of this Agreement shall be placed at the minimum of the applicable range except:

a. Education Officers and Analysts whose service immediately prior to assignment or appointment as an Education Officer or Education Analyst was with the Board shall

receive a salary no less than they were receiving immediately prior to such assignment or appointment.

b. Education Officers and Education Analysts whose service immediately prior to assignment or appointment as an Education Officer or Analyst was in a non-Board position related to their Education Officer or Analyst position shall receive a salary no less than their salary in the related position.

c. If, prior to appointment or assignment to a job, it is established that the scope of the duties and responsibilities of the job are substantially greater than the scope of the duties and responsibilities of related jobs at the minimum of the applicable salary range, a higher salary rate shall be set, consistent with the scope of the duties and responsibilities, following audit and review by the Division of Human Resources and after consultation with the Union and approval of the Chancellor. In case of disagreement as to the determination of the rate, the dispute may be submitted for a determination through the grievance and arbitration procedure. Pending final determination of the dispute, the minimum of the applicable range shall be paid. It is understood that the salary above the minimum is set for the specific job.

d. Salary placement pursuant to paragraph a, b, or c above shall not exceed the maximum of the applicable range exclusive of longevities.

C. Benefits and Working Conditions

Education Officers and Analysts shall be covered by the provisions of this Agreement except:

1. Only the following provisions of Article Three entitled "Salaries and Benefits of Day School Teachers" shall apply: Section H, "Reimbursement for Medical Expenses"; Section I, "Damage or Destruction of Property"; Section K2 "Transit Benefit Program" Section L, "Salary Payment" (paragraph 3); and Section M, "Performance Incentives Committee." Section G, "Health Insurance and Welfare Benefits" shall apply to employees assigned to work twenty hours or more per week.

2. Only the following provisions of Article Four entitled "Pension and Retirement Program" shall apply: Section C, "Pension Legislation"; Section D, "Tax Deferred Annuity Plan", and Section E, "Pension Benefits Agreement and Deferred Compensation Plan".

3. Only the following provision of Article Five entitled "Licensure, Assignment and Appointment" shall apply: Section F, "Absence without Notice".

4. Only the following provision of Article Seven entitled "Programs, Assignments and Teaching Conditions in Schools and Programs" shall apply: Section S, "Additional Facilities".

5. Only the following provisions of Article Eight entitled "Education Reform" shall apply: Section H, "Reduction of Paperwork" and Section L, "Labor/Management Committee on Long Term Reforms".

6. Only the following provisions of Article Sixteen entitled "Leaves" shall apply: Section F, "Military Service Pay", and Section G, "Payment for Jury Duty".

7. Only Section B, "Hardship Transfers", of Article Eighteen entitled "Transfers and Staffing" shall apply.

8. Article Nineteen, entitled "Union Activities, Privileges, and Responsibilities" shall apply except for Section B, "Time for Union Representatives" and Section C. "Leaves of Absence for Union Officers."

9. The following Articles shall not apply: Article Six entitled "Hours"; Article Nine entitled "Procedures for Handling Special Behavior Problems"; Article Twelve entitled "Schools and Programs with Modified Work Schedules"; Article Thirteen entitled "Working Conditions of Per Diem Substitutes, Substitute Vocational Assistants and Teacher's Assistants"; Article Fourteen entitled "Rates of Pay and Working Conditions of Adult Education Teachers"; Article Fifteen entitled "Rates of Pay and Working Conditions of Per Session Teachers"; Article Seventeen entitled "Retention, Excessing and Layoff"; and Article Twenty-Four entitled "Professional Conciliation".

D. Workweek

The hours of work for full-time Education Officers and Analysts shall be thirty-six and two-thirds hours per week (thirty-seven and one-half hours per week effective February 2006), exclusive of a forty-minute (thirty-minute effective February 2006) lunch period.

E. Holidays

Full-time Education Officers and Analysts will be paid for all Board of Education holidays and all other days on which their office is closed for special observance or emergency pursuant to action of the Chancellor or community superintendent.

F. Sick Leave

1. A sick leave allowance of one day per month of service shall be credited to full-time Education Officers and Analysts and shall be used only for personal illness of the employee.

2. Effective September 2002, Education Officers and Analysts may use two of the sick days allowed per year for the care of ill family members.

For the purpose of this provision, family member shall be defined as: spouse; natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 et seq.

3. Sick leave allowance is cumulative up to 200 days.

4. Proof of illness may be required for absences of more than three consecutive workdays.

5. The normal unit of charge against sick leave allowance is one-half day. However, the Education Officer's or Analyst's immediate supervisor may approve the use of units of one hour.

6. In the calculation of sick leave allowance, a full month's credit shall be given to an Education Officer or Analyst who has been in full pay status for at least 15 calendar days during that month, provided that: (a) where an Education Officer or Analyst has been absent without pay for an accumulated total of more than 30 calendar days in the work-year, he/she shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 days in each month during this period, and (b) if he/she loses sick leave allowance under this rule for several months in the work-year because he/she has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Education Officer or Analyst shall be credited with the sick leave allowance earnable in one month for each 30 days of such full pay status.

7. Where an Education Officer or Analyst is hospitalized on annual leave the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where he/she is seriously disabled but not hospitalized while on annual leave and providing the Education Officer or Analyst submits proof of such disability satisfactory to the Executive Director of Human Resources, written approval of the Executive Director may be given to charge such leave time to sick leave and not to annual leave at the employee's option.

8. Sick leave allowances accumulated in another Board or City position shall be transferred to the employee's bank when he/she becomes an Education Officer or Education Analyst only if any break in service is thirty-one days or less.

9. At the discretion of the Executive Director of Human Resources and upon the recommendation of the appropriate superintendent:

(a) Education Officers and Analysts who have exhausted all earned sick leave balances may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave; and

(b) Education Officers and Analysts may also be granted sick leave with pay for three months after 10 years of City service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the Executive Director of the Division of Human Resources. The Executive Director shall base the determination in this matter on the nature and extent of illness and the length and character of service. Such extension, if granted, may not exceed nine months.

G. Annual Leave

1. Except as otherwise provided in subsection 2 of this Section G, full-time Education Officers and Analysts shall have an annual leave allowance as follows:

a. The annual leave allowance for Education Officers and Analysts hired on or after September 9, 1985 shall accrue as follows:

Years of Service	Monthly Accrual	Annual Leave Allowance
At the beginning of the employee's first year	One (1) day per month after the first two (2) months	10 workdays
At the beginning of the employee's second year	One (1) day per month plus one (1) additional day at the end of the second year	13 work days
At the beginning of the employee's third year	One (1) day per month plus one (1) additional day at the end of the third year	13 work days
At the beginning of the employee's fourth year	1¼ days per month	15 work days

At the beginning of the employee's fifth year	1 2/3 days per month	20 work days
At the beginning of the employee's eighth year	Two (2) days per month plus one additional day at the end of the eighth through the fourteenth year	25 work days
At the beginning of the employee's fifteenth year	2¼ days per month	27 work days

b. The annual leave allowance of Education Officers and Analysts hired before September 9, 1985 shall accrue as follows:

Years of Continuous Board and/or City Service	Monthly Accrual Rate	Annual Leave Allowance
Less than 8 Years	1 2/3 days	20 workdays
8 to 15 years	2 days plus one additional day in December	25 workdays
15 years or more	2¼ days	27 workdays

2. Education Officers and Analysts entitled to 31 days annual leave prior to September 9, 1980 shall continue to earn annual leave at the rate of 31 days per year (based on a monthly accrual rate of two and one-half (2½) days per month, plus one additional day (3½ days) for the month of December).

3. In calculating years of continuous service for purposes of annual leave allowance under this provision, credit shall be given for all active City service, including pedagogical and nonpedagogical service in the Board of Education and service in City agencies. Continuity of service shall not be deemed to be interrupted except by separation from service for a continuous period of more than thirty-one days.

4. Up to two years' annual leave allowance may be accumulated by an Education Officer or Analyst and carried over from one workyear to another.

5. For good reason, Education Officers and Analysts may request and the appropriate community or assistant superintendent may permit the use of up to ten days of annual leave allowance before it is earned.

6. Use of accrued annual leave shall be scheduled by mutual agreement of the Education Officer or Analyst and his/her superior. The employee's preference shall not be unreasonably denied.

If an Education Officer's or Analyst's request to use annual leave is denied, he/she shall be entitled to carry over that portion of his/her annual leave allowance so denied for one additional vacation year, notwithstanding that his/her accrual of annual leave may thereby exceed two years' entitlement.

7. The minimum unit of charge against annual leave allowance shall be one hour.

8. For the earning of annual leave allowance hereunder, a full month's allowance shall be earned by an employee who had been in full pay status for at least 15 calendar days during that month, provided that: (a) where an employee had been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the annual leave allowance earnable in one month for each 30 days of such accumulated absence, even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave under this rule for several months in the vacation year because the employee had been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, such employee shall be credited with annual leave earnable in one month for each 30 days of such full pay status.

9. The vacation year shall begin on May 1 and end the following April 30.

H. Leaves Without Pay

1. Leaves of absence without pay may be granted to Education Officers and Education Analysts on the same basis as apply to other administrative employees.

2. No Education Officer or Analyst upon return to actual service shall be placed at a salary lower than his/her salary immediately prior to the initial date of the leave.

3. Through at least July 31, 1995 the Board will implement a liberal policy concerning the granting of leaves of absence without pay to UFT bargaining unit members who meet the stated criteria for such leaves. Bargaining unit members who are denied such a leave at the school or district level may appeal to the Executive Director of Human Resources for review and final determination.

I. Vested Benefits

All annual leave, sick leave, sabbatical leave, compensatory and cumulative absence reserve time balances to the credit of an Education Officer or Analyst as of March 31, 1979 shall remain to the employee's credit. Such balances may be used in accordance with leave regulations and to the extent not used are applicable toward terminal leave, leave in lieu of sabbatical and/or separation or termination from employment.

J. Posting Vacancies

Vacancies in Education Officer and Education Analyst positions shall be posted in places accessible to employees, and incumbents shall be invited to apply before a new employee is hired. Appointed employees shall have preference over provisionals.

K. Reduction of Positions

If there is a reduction of positions in any office or other organizational unit, the junior Education Analyst or Education Officer, as appropriate shall be excessed to a vacancy or, if there is no vacancy, to the position held by a junior employee in the Board of Education. Provisionals shall be excessed before probationers, and probationers shall be excessed before permanent employees. Where a layoff situation exists in the Board of Education, the applicable provisions of law will be followed and those Education Officers or Education Analysts who are laid off without fault or delinquency will be placed on a preferred list for reinstatement to their positions.

L. Seniority

Except where otherwise applicable for layoff or for benefit entitlements, the seniority of Education Analysts and Education Officers shall be computed as the length of service as an Education Analyst or an Education Officer in the Board of Education.

IV. Professional Development Assignments and Positions

Lead Teachers, Mentors and Math and Literacy Coaches are covered by all provisions of this Agreement not inconsistent with this Part IV of Article 11.¹

A. Lead Teachers

The CC9 Lead Teacher Pilot Program will be expanded as follows:

1. The Chancellor will determine the number and location of lead teacher positions.
2. Lead teachers will receive \$10,000 per year as a salary, differential in addition to the applicable salary otherwise provided in this Agreement. Such salary differential shall be included in the gross annual salary of teachers to whom it is paid.

3. In the elementary schools, each pair of lead teachers will have responsibility for one regular class. Each lead teacher will be programmed for a duty-free lunch period and a preparation period that will be scheduled at the same time as the preparation period of the lead teacher with whom they are sharing a class. Half of the remainder of the day will be spent teaching their class and half providing professional support to teaching staff.

Middle School and High School lead teachers will be programmed for a duty free lunch and a preparation period each day. Lead teachers will teach three regular classes per day and will provide professional support to teaching staff three periods per day.

4. Lead teachers will work as a group the five weekdays prior to the start of the work year for other teachers according to a plan set and approved by the applicable Regional Superintendent. Lead teachers will work 4 hours per month outside of the normal workday, according to a schedule and plan set and approved by the applicable Regional Superintendent at the start of the school year. Lead teachers shall not receive additional compensation for the work time specified in this paragraph. Lead teachers from extended time schools, in lieu of working the five days during the summer provided for in Article 12 II A1 of this Agreement, shall have the choice of either having the monetary value of that workweek, as determined by the Board in consultation with UFT, deducted from their compensation as a teacher in an extended time school, or making up that work time during the school year, subject to the approval of the school principal.

5. Lead Teachers will be selected and assigned in the following manner. Positions will be advertised through a city-wide posting and assigned to individual schools. Selection will be done in a two-stage process: first, a regional personnel committee, made up of four representatives of the Regional Superintendent, two representatives of the Union and two parent representatives (chosen from among volunteers of the relevant Community Education Councils and/or presidents of the Parent Associations) shall select a pool of applicants with the best qualifications according to criteria established by the committee, other than in District 9 where the current selection committee will be maintained. Selections, to the extent possible, shall be made by consensus. Second, each participating school will establish its own personnel committee, made up of the principal, administration representatives, staff representatives and parent representatives, with a majority of teachers, to make selections from the pool selected by the regional personnel

¹ The parties disagree as to the applicability of Section 9 of the October 2005 MOA to Sections A6, B5, 6 and 7 and C5,6 and 7 of this Part IV of Article 11.

committee. Selections, to the extent possible, shall be made by consensus and the principal shall have the ability to veto any selections of such school committee.

6. Lead teachers leaving the assignment at the end of their first year as a lead teacher may return to a vacancy in the last school where they served before becoming a lead teacher and take their rightful place in seniority order, and if there is no vacancy in such school, to a vacancy in the district. In the alternative, the lead teacher may choose to be placed in a vacancy in the district where they served as a lead teacher.

7. If a lead teacher is involuntarily removed in the middle of the year by the principal, the lead teacher will be placed in a vacancy in the district s/he is working in as a lead teacher or in a vacancy in the district s/he worked in immediately prior to becoming a lead teacher (at the lead teacher's option). If no such vacancies exist, the lead teacher will be placed in the substitute pool in the district s/he served in as a lead teacher. At the end of the school year, the lead teacher shall be placed in a school pursuant to paragraph 6 above.

8. Notwithstanding the foregoing, any lead teacher may be placed in a teaching vacancy in the school in which he or she is serving as lead teacher, with the consent of the lead teacher and such school's principal.

9. A lead teacher's school seniority is determined in accordance with Article 28C of this Agreement.

10. Grievances regarding this provision, except the selection of lead teachers, shall be governed by Article 22B1 except that applicants rejected by the regional personnel committee may challenge that committee's decision through the process set forth in Article 22E and if successful, will be included in the pool of applicants considered for selection. The Union may challenge the selection of a lead teacher at the school level by appealing to the Chancellor/designee, who will consult with the Union prior to rendering a decision. The Union may appeal the decision of the Chancellor/designee to the New York City Office of Labor Relations, which will issue a final and binding decision.

B. Mentors

1. The Mentor position will be selected pursuant to a City-wide posting. Each region will establish a Regional Selection Committee, which will select the mentors for such region. Fifty percent of the membership of the Regional Selection Committee will be selected by the President of the UFT. The committee will attempt to make all decisions by consensus. If no consensus can be reached, the Regional Superintendent or his or her designee will make the final decision. The selection process set forth in this paragraph will apply to the selection of Mentors for all new teachers.

2. The Mentor position shall be for one year with option to reapply.

3. The Mentors will be teachers and their work day and year will be governed by Article 6 of this Agreement. In addition to the time prescribed in Article 6, all Mentors will be required to work 18 hours after school during the school year. All Mentors will also be required to attend three days of professional development during the summer preceding the start of the 2004-2005 school year. Thereafter, only first-year Mentors will be required to attend the three days of professional development in the summer preceding the start of their first school year in the Mentor program. For those unable to attend the summer professional development session, a make-up session will be required during the month of September.

4. The Board will compensate the Mentors at the per session rate established by the Agreement for any hours or days worked pursuant to paragraph 3 that are outside of the regular teacher work day or year established by Article 6. Such work will not count as a per session activity for purposes of any restrictions on a Mentor's ability to apply for other per session work.

5. A mentor who leaves a mentoring assignment at the end of the first year of the assignment shall return to the last school where he or she served before becoming a mentor and take his or her rightful place in seniority order, unless he or she chooses to be placed in a vacancy in either the district(s) he or she served in as a mentor or the district he or she served in prior to becoming a mentor (if different), at his or her option (though the Board retains the right to determine the vacancy in which the mentor will be placed within the district chosen by the mentor).

6. A mentor who leaves the assignment after the first year shall be returned to his or her former district in accordance with his or her seniority, unless he or she chooses to be placed in a vacancy in the school he or she served in prior to becoming a mentor or in a vacancy in the district(s) he or she served in as a mentor (if different), at his or her option (though the Board retains the right to determine the vacancy in which the mentor will be placed within the district chosen by the mentor).

7. If a mentor is involuntarily removed in the middle of the year, the mentor may be placed (a) in a vacancy in the district(s) in which he or she is mentoring, (b) in a vacancy in the district he or she served in prior to becoming a mentor (if different) or, (c) in a vacancy in any other district, at the mentor's option (though the Board retains the right to determine the vacancy in which the mentor will be placed within the district chosen by the mentor). If there is no vacancy, the mentor will be placed in the substitute pool in one of the districts in which he or she served as a mentor. At the end of such school year, the mentor shall be placed in a school pursuant to either paragraph 5 or 6 above, as applicable.

8. The Board agrees to fund 10 UFT Teacher Center positions, who will serve as liaisons to the Regional Directors of mentoring. Such Teacher Center professionals will report to the Regional Superintendent.

9. The Board agrees to evaluate whether it can limit the ratio of teachers to mentors and/or seek additional funding to supplement the support given to mentors, consistent with budgetary restraints.

10. Grievances regarding this Article II IV B, including selection of mentors, shall be governed by Article 22B1 of this Agreement.

C. Math and Literacy Coaches

1. Coaches will be selected for terms of one school year pursuant to annual city-wide postings and assigned to individual schools. Coaches will serve the work day and year set forth in Article 6 of this Agreement.

2. Should a coach selected in one year wish to serve another term as a coach in the same school the following year and should the principal agree, the principal may select such coach for another year term without the need for the coach to reapply.

3. Coaches will teach one regularly scheduled period per day which will be for the purpose of co-teaching and/or providing a demonstration lesson for the regular classroom teacher and/or other staff. Other than such regularly scheduled period, coaches shall not be required to teach or cover other classes. In the event that the principal requires the

coach to perform other appropriate duties during this regularly scheduled teaching period, the coach will be relieved of such teaching period. Nothing in this paragraph shall prevent a coach from performing other demonstration lessons as part of his/her coaching duties.

4. Coaches are eligible to apply for per session jobs appropriate to their regular license.

5. A coach who leaves a coaching assignment at the end of the first year of the assignment shall return to the last school where he or she served before becoming a coach and take his or her rightful place in seniority order, unless he or she chooses to be placed in a vacancy in either the district he or she served in as a coach or the district he or she served in prior to becoming a coach (if different), at his or her option (though the Board retains the right to determine the vacancy in which the coach will be placed within the district chosen by the coach).

6. A coach who leaves the assignment after the first year shall be returned to his or her former district in accordance with his or her seniority, unless he or she chooses to be placed in a vacancy in the school he or she served in prior to becoming a coach or in a vacancy in the district he or she served in as a coach (if different), at his or her option (though the Board retains the right to determine the vacancy in which the coach will be placed within the district chosen by the coach).

7. If a coach is involuntarily removed in the middle of the year by the principal, the coach may be placed (a) in a vacancy in the district in which he or she is coaching, (b) in a vacancy in the district he or she served in prior to becoming a coach (if different) or, (c) in a vacancy in any other district, at the coach's option (though the Board retains the right to determine the vacancy in which the coach will be placed within the district chosen by the coach). If there is no vacancy, the coach will be placed in the substitute pool in the district in which he or she served as a coach. At the end of such school year, the coach shall be placed in a school pursuant to either paragraph 5 or 6 above, as applicable.

8. Notwithstanding the number of years served as coach, any coach may be placed in a teaching vacancy in the school in which he or she is serving as a coach, with the consent of the coach and such school's principal.

9. A coach's school seniority is determined in accordance with Article 28C of this Agreement.

10. Grievances regarding this provision, including selection of coaches, shall be governed by Article 22B1 of this Agreement.

11. The Board intends to provide coaches, during the 2004-2005 school year, with laptop computers or other similar computer devices to assist them with their work. Final decisions on this project will be made after the Board considers the results of a pilot project which is being conducted during the spring of 2004.

12. Coaches having to travel outside their regions for mandatory training are eligible for reimbursement for travel expenses under the Board's Standard Operating Procedures.