

**MEMORANDUM OF AGREEMENT** (the “MOA” or “Agreement”) entered into this 11th day of October, 2018 by and between the Board of Education of the City School District of the City of New York (the “Board”) and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the “Union”) modifying certain collective bargaining agreements between the Board and the Union that expire on February 13, 2019, as set forth more particularly below.

**1. INTRODUCTION**

The collective bargaining agreements between the Board and the Union which expires on February 13, 2019, covering the titles and/or bargaining units set forth in paragraph 3, below, shall be succeeded by successor agreements that shall continue all their terms and conditions except as modified or amended below.

**2. DURATION**

The terms of the successor agreements shall be from February 14, 2019 through September 13, 2022.

**3. WAGES**

The salaries and rates of pay for the employees in the bargaining units covered by this Agreement are set forth in and attached hereto as Appendix A. They cover the following titles and rates of pay:

1. Teacher
2. Teacher’s Assistant
3. Teacher Aide
4. Educational Assistant
5. Educational Assistant A – I
6. Educational Assistant A – II
7. Educational Assistant B
8. Educational Associate
9. Auxiliary Trainer
10. Bilingual Professional Assistant
11. Guidance Counselor
12. School Psychologist and School Social Worker and related titles

13. School Secretary and related titles
14. Laboratory Specialist and Technician
15. Mental Health Worker
16. Attendance Teacher
17. Bilingual Teacher in School and Community Relations
18. Education Administrator
19. Education Analyst/Officer
20. Associate Education Analyst/Officer
21. School Medical Inspector
22. Director and Assistant Director of Alcohol and Substance Abuse Programs
23. Registered Nurse, Occupational Therapist, Physical Therapist and related titles
24. Supervising Nurse, Supervising Physical Therapist and Supervising Occupational Therapist
25. Supervisor of School Security
26. Adult Education Teacher
27. Sign Language Interpreter
28. Occasional Per Diem Teacher
29. Occasional Per Diem Secretary
30. Occasional Per Diem Paraprofessional
31. Educational Associate A
32. Auxiliary Trainer A
33. Educational Associate B
34. Auxiliary Trainer B
35. Per Session Rate

36. Coverage Rate
37. Shortage Rate
38. Daily Training Rate
39. Staff Development Rate
40. Peer Collaborative Teacher Additional Compensation
41. Hearing Officer (Per Session)
42. Teacher Ambassador Additional Compensation
43. Master Teacher Additional Compensation
44. Model Teacher Additional Compensation
45. Teacher Development Facilitator Additional Compensation
46. Teacher Team Leader Additional Compensation
47. Administrative Education Analyst/Officer
48. Audiologist-UFT
49. Speech Language Pathologist, SLP Speech Teacher, and Speech Teacher-Provider, Speech Evaluator
50. Lead Educational Associate

#### **4. LONGEVITY INCREMENTS**

All longevities, step increments, differentials and other rates of pay not otherwise covered in Appendix A or elsewhere in this Agreement, shall be increased by an amount consistent with the increase in the shortage area rate set forth in APPENDIX A, unless explicitly excepted.

#### **5. HEALTH CARE**

The June 28, 2018 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee is attached as Appendix B and is deemed to be part of this Agreement.

**6. PAPERWORK, SPACE, CURRICULA, PROFESSIONAL DEVELOPMENT, BASIC INSTRUCTIONAL SUPPLIES AND WORKLOAD**

*Article 8(I) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements shall be renamed "Paperwork and Operational Issues" and amended as follows:*

(1) A Central Paperwork and Operational Issues Committee (the "Central Committee") will convene within thirty (30) days of the ratification of this agreement by the UFT. The Central Committee will be made up of an equal number of representatives appointed by the UFT President and the Chancellor. The Central Committee will meet at least monthly, on the first Wednesday of the month or at a mutually agreeable time, to review system-wide Operational Issues. "Operational Issues" shall be issues related to (1) paperwork (whether paper or electronic), including, but not limited to, the requests for data in connection with the Quality Review process, (2) the provision of curricula as set forth in this Agreement, (3) professional development as required by this Agreement, (4) basic instructional supplies as required by this Agreement, (5) the workload of UFT-represented employees who are not classroom teachers or paraprofessionals in light of the applicable collective bargaining agreement (e.g., School Secretaries, Nurses, Therapists, Supervisors of Nurses and Therapists, Guidance Counselors, Social Workers, Psychologists, Attendance Teachers, Lab Specialists), and (6) space for the proper performance of UFT-represented employees' job duties, which shall include any space requirements in an applicable collective bargaining agreement. ).

The Central Committee will also establish, subject to agreement by the Chancellor and the UFT President, system-wide standards for the reduction and elimination of unnecessary paperwork ("System-wide Paperwork Standards"). Should the Central Committee fail to establish System-wide Paperwork Standards, approved by the Chancellor within sixty (60) days of their first meeting, either the UFT or the Board (DOE) may request the assistance of a member of the Fact-Finding Panel of Martin F. Scheinman, Howard Edelman and Mark Grossman, or another mutually agreeable neutral, to help facilitate the Central Committee's discussions. Should the intervention of a neutral not result in an agreement by the Central Committee approved by the Chancellor within sixty (60) days of the neutral's involvement, the DOE and UFT will submit position statements to said neutral who will issue a binding decision. The neutral's decision setting the System-wide Paperwork Standards, shall be subject to Article 75 of the New York State Civil Practice Law and Rules. The "System Wide Standards" shall be, together, the (1) the System-wide Paperwork Standards, (2) the provisions of Article 7(R)(2) of the UFT-Board collective bargaining agreement covering teachers (the "Teachers Agreement") defining a curriculum and when it must be provided to teachers, (3) the provisions of Article 6(B)(1)(b) of the Teachers Agreement and the corresponding provisions of the other UFT-Board collective bargaining agreements (together, the "CBA") concerning professional development and (4) the requirement to provide basic instructional supplies as set forth in the first paragraph of Article 7(R)(1) of the CBA. Nothing precludes the parties from agreeing to the addition of new System Wide Standards with respect to Operational Issues.

(2) The System-wide Standards and any modifications thereto will be distributed to all schools and key stakeholders (including SLT Chairpersons, PA/PTA Presidents, UFT Chapter Leaders, UFT District Representatives, District Superintendents and CSA Representatives) in a

manner jointly agreed upon by the parties. Thereafter, District/High School Superintendency Committees (“District Committees”) shall be established in each community school district and high school superintendency. The District Committees shall meet monthly, at a regularly scheduled time, for the purpose of addressing Operational Issues including those related to space and workload at the school level and to ensure the System-wide Standards are being implemented properly in schools. These District Committees will be made up of an equal number of representatives appointed by the UFT President and the Chancellor. The representatives appointed by the Chancellor shall include the District/High School Superintendent or his/her designee. The members of the District Committees, other than the District/High School Superintendent or his/her designee, may vary depending on the Operational Issues being addressed.

(3) a) Employees (including those in functional chapters) may request that their Chapter Leader raise school-specific Operational Issues with the principal, the employee’s direct supervisor, and/or in a meeting pursuant to Article 19 of the UFT-Board Agreement covering teachers of the head of the school and the school chapter committee (the “Consultation Committee Meeting”). If the Operational Issue is not resolved within five school days of the chapter leader attempting to resolve it with the principal, the employee’s direct supervisor, and/or in a Consultation Committee Meeting, the appropriate UFT district representative may raise the issue before the District Committee. Subject to approval by the Chancellor, if a District Committee agrees on the resolution of the Operational Issue, the resolution shall be enforced by the District or High School Superintendent. In the event that a District Committee cannot agree on the resolution of an Operational Issue raised by a Chapter Leader of an individual school, the District Committee shall refer the issue to the Central Committee for review. Subject to approval by the Chancellor, if the Central Committee agrees on the resolution of an Operational Issue raised by a Chapter Leader, the resolution shall be enforced by the District or High School Superintendent.

b) Employees in functional chapters may request that their Chapter Leader raise non-school-specific Operational Issues before the functional chapter committee. Subject to approval by the Chancellor, if a functional chapter committee agrees on the resolution of the Operational Issue, the resolution shall be enforced by the Chancellor. In the event that a Functional Chapter Consultation Committee cannot agree on the resolution of an Operational Issue raised by a Chapter Leader, the functional chapter committee shall refer the issue to the Central Committee for review. Subject to approval by the Chancellor, if the Central Committee agrees on the resolution of an Operational Issue raised by a Chapter Leader, the resolution shall be enforced by the Chancellor.

(4) For alleged violations of the System-wide Standards the UFT may file a grievance, in accordance with the grievance and arbitration procedures set forth in Article 22 of this Agreement. It is understood that, prior to a grievance being filed, the issue shall go through the committee process as described above. Such grievances shall be filed directly with the DOE’s Office of Labor Relations (“OLR”), which may be scheduled for arbitration within twenty (20) days of notice to OLR. The parties shall negotiate pre-arbitration hearing procedures so that each party is aware of the allegations and defenses being raised at the arbitration. All arbitration days shall be part of the existing number of days as set forth in this Agreement. An arbitrator may

hear up to three (3) such grievances on each arbitration date. The arbitrator will issue a brief award that is final and binding upon the parties, within five (5) school days of the arbitration.

(5) In the event that the Central Committee cannot agree on the resolution of an Operation Issue related to (1) workload and/or (2) space the issue shall be referred to the UFT President and the Chancellor or their designees for review.

*The final paragraph of Article 7(R)(2) of the UFT-Board Collective Bargaining Agreement Covering Teachers shall be amended to read:*

The failure to provide curriculum as defined above shall be subject to the procedures set forth in Article 8(I) of this Agreement. However, such procedure shall be strictly limited to whether a curriculum, as defined above, was provided. The sufficiency and quality of the curriculum provided shall not be grievable.

*Article 7(R)(1) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements:*

The Board and the Union agree that schools should provide appropriate and sufficient basic instructional supplies and books to deliver an effective educational program. Basic instructional supplies and books are those that must be provided for use by students without which classroom instruction will be impaired, including, but not limited to, paper, testing materials, and assessments.

The failure to provide basic instructional supplies as defined above shall be subject to the procedures set forth in Article 8(I) of this Agreement.

*Workload Dispute Provisions:*

The workload dispute provisions of the UFT-Board collective bargaining agreements covering functional chapters shall be amended to reflect that workload disputes will be resolved in the accordance with this procedure. Nothing herein creates any arbitration rights other than what currently exists in respective collective bargaining agreements.

## **7. SAFETY**

### **School Safety Climate and Culture Procedures**

*Article 10 of the UFT-Board Collective Bargaining Agreement Covering Teachers (the "Teachers Agreement") and the corresponding articles of the other UFT-Board collective bargaining agreements shall be amended to add a new section I as follows:*

(1) The Central Paperwork and Operation Issues Committee created pursuant to Article 8(I) (the "Central Committee") shall also deal with issues of school safety, climate and culture as set forth herein. Whenever the Central Committee deals with issues of school safety, climate and culture, the representatives appointed by the Chancellor will include someone from the Office of Safety and Youth Development. The Central Committee will meet at least monthly, on the first

Wednesday of the month or at a mutually agreeable time, to review system-wide issues related to school safety and positive school culture and climate.

The Central Committee will also establish, subject to agreement by the Chancellor and the UFT President, system-wide standards for school safety and positive school culture and climate (“System-wide Safety Standards”). Should the Central Committee fail to establish System-wide Safety Standards approved by the Chancellor within sixty (60) days of their first meeting, either the UFT or the Board (DOE) may request the assistance of a member of the Fact-Finding Panel of Martin F. Scheinman, Howard Edelman and Mark Grossman, or another mutually agreeable neutral, to help facilitate the Central Committee’s discussions. Should the intervention of a neutral not result in an agreement by the Central Committee approved by the Chancellor within sixty (60) days of the neutral’s involvement, the DOE and UFT will submit position statements to said neutral who will issue a binding decision. The neutral’s decision setting the System-wide Safety Standards shall be subject to Article 75 of the New York State Civil Practice Law and Rules. Nothing precludes the addition of new standards with respect to safety and school climate issues. The System-wide Safety Standards shall be consistent with applicable State law, rules, and regulations and Chancellor’s Regulations, and shall not cover a prohibited subject of bargaining.

(2) Once the System-wide Safety Standards have been established (and whenever they are modified) they will be distributed to all schools and key stakeholders (including SLT Chairpersons, PA/PTA Presidents, UFT Chapter Leaders, UFT District Representatives, District Superintendents and CSA Representatives). Thereafter, borough-based safety committees shall be established as determined by the Central Committee (each a “Borough-Based Safety Committee”). There may be more than one Borough-Based Safety Committee in each borough or a committee may be responsible for parts of more than one borough. The Borough-Based Safety Committee shall be comprised of an equal number of members appointed by the Chancellor and the UFT president, which shall include, at a minimum, the appropriate DOE Borough Safety Director(s) (BSD) and the appropriate member(s) of the UFT Victim Support Personnel (VSP). The Borough-Based Safety Committee shall meet monthly, at a regularly scheduled time, for the purpose of addressing school safety, culture and climate issues not resolved at the school level and to ensure the System-wide Safety Standards are being implemented properly in schools.

(3) Employees (including those in functional chapters) may request that their Chapter Leader raise school-specific school safety, culture and climate issues with the principal, the employee’s direct supervisor, and/or in a meeting of meeting pursuant to Article 19 of the UFT-Board Agreement covering teachers of the head of the school and the school chapter committee (the “Consultation Committee Meeting”). If the school safety, culture and climate issue is not resolved within five school days of the chapter leader attempting to resolve it with the principal, the employee’s direct supervisor, and/or a Consultation Committee Meeting, the appropriate UFT district representative may raise the issue before the monthly Borough-Based Safety Committee. Subject to approval by the Chancellor, if the Borough-Based Safety Committee agrees on the resolution of school safety, culture and climate issue, the resolution shall be enforced by the District or High School Superintendent. In the event that the Borough-Based Safety Committee cannot agree on the resolution of a school safety, culture and climate issue raised by a Chapter Leader of an individual school, the Borough-Based Safety Committee shall

refer the issue to the Central Committee for review. Subject to approval by the Chancellor, if the Central Committee agrees on the resolution of an issue raised by a Chapter Leader, the resolution shall be enforced by the District or High School Superintendent.

(4) In the event that the Central Committee cannot agree on the resolution of a school safety, culture and climate issue, the Central Committee shall refer the issue to the Chancellor and/or his/her designee and the President of the UFT and/or his/her designee for a final determination.

(5) Nothing in this section shall alter or limit the provisions of section B of this Article.

### **School Safety Committee, PD and Reports**

*Amend Article 10 of the UFT-Board Collective Bargaining Agreement covering Teachers and the corresponding articles of the other UFT-Board collective bargaining agreements to include the following:*

(1) The School Safety Committee created by Chancellor's Regulation A-414 shall meet on an at least a monthly basis to establish safety procedures, the expectations and responsibilities of students and staff with respect to safety and school climate and how they are communicated, and to design prevention and intervention strategies and programs specific to the needs of the school.

(2) The Board (DOE) shall provide professional development on topics of school safety protocols, emergency readiness and school culture and climate to Chapter Leaders in the same manner in which it is provided to principals, except that such professional development shall take place during the first month of the school year and during the work day. At the first meeting after the start of the school year, the Central Committee shall determine the date and time of this chapter leader training.

(3) The school principal shall make available school safety/climate & culture professional development to all UFT represented employees at least two (2) times per semester during the workday, consistent with this Agreement. The content of the professional development shall be decided by the School Safety Committee.

(4) The principal shall provide notice to Chapter Leaders of the date and time of all School Safety Committee meetings in advance of such meetings. The principal shall relieve the Chapter Leader from his/her duties and provide coverage for the Chapter Leader attending the meeting, which shall be held during the contractual workday, unless another time is mutually agreed upon by the Chapter Leader and the principal.

(5) Within two (2) school days of the conclusion of any School Safety Committee meeting, the School Safety Committee shall distribute the minutes from the meeting using the "Decision Summary Sheet Template," developed by the Central Committee.

(6) Distribution of the Enhanced Version of the Safety Plans and Summary Reports/Consolidated Plans



a. The principal shall provide the Chapter Leader, within thirty (30) days of the endorsement, a copy of the School Safety Plan. The Final School Safety Plan shall require the signature of the Chapter Leader on the endorsement page indicating that he/she has participated in the creation of, read, and received a copy of the safety plan. Where there are multiple schools in a single building, the signature of all of the Chapter Leaders in the building shall be required on the endorsement page indicating that they have participated in the creation of, read, and received a copy of the safety plan.

b. The principal shall distribute, within thirty (30) days of approval by the DOE, or within thirty (30) days of any changes to such, copies of the Consolidated School and Youth Development Plans to the Chapter Leader.

c. The principal shall distribute on monthly basis, copies of summary reports from the Online Occurrence Reporting System ("OORS") to the Chapter Leader no later than 48 hours prior to the School Safety Committee meeting. The parties agree that the following reports from OORS shall be included in the distribution to the Chapter Leader:

- i. Occurrence Snapshot
- ii. Level 1-5 Summary
- iii. Occurrence Summary by Code
- iv. Location Summary
- v. Hourly Incident Analysis

### **Dean Position**

*Modify Article 7(A)(6)(e)(2) and 7(B)(8)(e)(2) of the UFT-Board Collective Bargaining Agreement Covering Teachers as follows:*

At the secondary level, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 500 students, one dean; over 500 students, two deans, over 1000 students, three deans. The posting for these dean positions shall be jointly created by the UFT and the Board (DOE). Each fall the DOE shall provide training to all deans in a borough during the workday, consistent with this Agreement. This training shall be jointly developed by the UFT and DOE.

*Modify Article 7(C)(4)(g)(3) of the UFT-Board Collective Bargaining Agreement Covering Teachers as follows:*

To strengthen school tone and to ensure student safety and discipline, the Union and Board agree that the following compensatory time positions may be established:

a) In each school the principal shall have the discretion to establish and fill one compensatory time position of lunchroom coordinator to supervise school aides in each lunchroom for each lunch period.

b) In each school, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 500 students, one dean; over 500 students, two deans, over 1000 students, three deans.

The posting for these dean positions shall be jointly created by the UFT and DOE. Each fall the DOE shall provide training to all deans during the workday, consistent with this Agreement. The training shall be jointly developed by the UFT and DOE.

*Create as new Article 7(C)(5) of the UFT-Board Collective Bargaining Agreement Covering Teachers: Rotation:*

(1) A list of vacancies for all dean assignments shall be made available to all teachers in the school in sufficient time to permit written applications for such assignments.

(2) Dean positions shall be filled on the basis of seniority in the school from among applicants who meet the posted job-related qualifications.

(3) The term of years for the duration of each dean assignment shall not exceed six years.

(4) A teacher who has not had a dean assignment for which there is a list of applicants shall have priority over any other teacher who had such assignment. The job-related qualifications must be met by the applicant.

(5) The term of a dean assignment which is made to fill a vacancy occurring before the end of the school year will be considered as beginning as of the first day of the next school year.

(6) A teacher may relinquish any dean assignment after a minimum period of one year.

(7) A seniority list of the faculty shall be made available for inspection by teachers who wish to make application for a dean assignment.

(8) An applicant for a dean assignment who does not receive the desired assignment, shall, upon request, be given the reasons for not having been selected.

## **8. PARAPROFESSIONAL DUE PROCESS**

*Article 23 of the UFT-Board Collective Bargaining Agreement Covering Paraprofessionals shall be amended to add the following:*

### Suspensions

Principals will receive a letter to give to paraprofessionals who have been arrested. This letter will direct the paraprofessional to report to the Office of Personnel Investigations (“OPI”) and bring a copy of the arrest record/criminal complaint within 2 school days.

Prior to a suspension without pay in connection with an investigation, an agent of the Board (“DOE”) will notify the DOE’s Office of Personal Investigations (“OPI”) whenever a

paraprofessional is the subject of an investigation by any agent of the DOE or other governmental agency, including, but not limited to, the Office of Special Investigations (“OSI”), the Office of Equal Opportunity (“OEO”), and the Special Commissioner of Investigations (“SCI”) where the Board or its agents are aware of the investigation.

Upon being informed of an arrest or an investigation, OPI will conduct an individualized review which will consider the allegations and/or nature of the charges to determine whether the paraprofessional is alleged to have committed “Serious Misconduct” or “Sexual Misconduct”, as defined in Article 21(G)(5) or (6) of the UFT-Board collective bargaining agreement covering teachers (“Teachers’ Agreement”). In cases where OPI determines that the allegations constitute Serious Misconduct or Sexual Misconduct, the paraprofessional may be removed from payroll for a term not to exceed two (2) months, after which the paraprofessional will be returned to his/her school or reassigned with pay to another school or DOE office within the district, consistent with Chancellor’s Regulation C-770 for appropriate administrative duties pending the outcome of the investigation. If the DOE seeks to extend the suspension without pay beyond the 2 month period, the DOE may request a probable cause hearing where the Arbitrator will determine whether or not the DOE has probable cause for the suspension without pay to continue for an additional month.

If a finding of probable cause was based on an indictment based on conduct as defined in Article 21(G)(5) or (6), the employee shall remain off payroll pending the disposition of the criminal case. The DOE shall have fifteen (15) days (excluding all recess periods) after the employee notifies the DOE of the disposition of the criminal case pursuant to Chancellor’s Regulation C-105 to take further disciplinary action based on the same conduct as was at issue in the criminal case.

If the DOE does not take further disciplinary action within those fifteen (15) days, the employee shall be restored to the payroll effective as of the date of the disposition of the criminal case and returned to his/her prior position. Nothing in this paragraph shall alter the provisions of this section with respect to entitlement to back pay.

If the Arbitrator finds the DOE does not have probable cause for the suspension to continue, the paraprofessional will be returned to payroll and the DOE may reassign the paraprofessional with pay to another school or DOE office within the district for appropriate administrative duties pending the outcome of the investigation.

If OPI determines that an allegation is a violation of a significant DOE rule or policy or of city, state or federal law, but does not constitute “Serious Misconduct” or “Sexual Misconduct” the DOE may request a probable cause hearing. If the Arbitrator finds that the allegation constitutes a serious violation of a significant DOE rule or policy or city, state or federal law and that there is probable cause that the employee engaged in the conduct alleged, the employee may be removed from payroll for a term not to exceed two (2) months, after which the paraprofessional will be returned to his/her school.

One arbitrator, agreed to by both parties from the parties’ contract panel, shall be assigned to hear all such probable cause matters for a period of one year.

If the DOE seeks to extend the suspension without pay beyond the 2 month period, the DOE may request a probable cause hearing where the arbitrator will determine whether or not the DOE has probable cause for the suspension without pay to continue for an additional month. If the arbitrator finds the DOE does not have probable cause for the suspension to continue, the paraprofessional will be returned to payroll and the DOE may reassign the paraprofessional with pay to another school or DOE office within the district , consistent with Chancellor's Regulation C 770, for appropriate administrative duties pending the outcome of the investigation.

At the end of the investigation, if the allegations against the employee are substantiated, the DOE retains the right to impose appropriate discipline on the employee. Any period of suspension pending investigation shall be considered as part of the discipline. If the allegations against the employee are unsubstantiated, and no further disciplinary action was taken based on the same conduct as was at issue in the investigation, within 30 days, the employee shall receive back pay and be made whole for the amount of time the employee was suspended without pay, minus interim earnings.

Paraprofessionals who have been convicted of, or who have pled guilty to, any felony not addressed in Article 21(G)(5), above shall be suspended without pay pending final disciplinary action by the DOE. The DOE shall have fifteen (15) days (exclusive of all recess periods) after the employee notifies the DOE of the disposition of the criminal case pursuant to Chancellor's Regulation C-105 to take further disciplinary action based on the same conduct as was at issue in the criminal case. If the DOE does not take further disciplinary action within those fifteen (15) days, the employee shall be restored to the payroll effective as of the date the disposition of the criminal case and returned to his/her prior position. Nothing in this paragraph shall alter the provisions of this Agreement with respect to entitlement to back pay.

In considering whether or not to reassign a paraprofessional or return to his/her prior assignment, the DOE will take into account the seriousness of the alleged offense/misconduct.

Nothing herein is intended to create any rights greater than those set forth in Article 21(G) of the UFT-Board collective bargaining agreement covering Teachers.

## **9. EXPEDITED PROCEDURE FOR CLASS SIZE**

*Amend Article 22(B)(6) of the UFT-Board Collective Bargaining Agreement Covering Teachers as follows:*

### **6. Expedited Procedure for Class Size and Group Size Grievances**

The parties are committed to resolving class size and group size grievances on an expedited basis. To that end, they have jointly adopted the appropriate and agreed upon standards for determining these cases in the hope that school administration and UFT representatives will be able to resolve many of these matters locally, without the need to resort to arbitration. The parties intend joint training to familiarize those involved with the cases in the agreed upon standards and the new procedure being adopted.

a. During the first ten (10) school days of each term, the chapter leader and the principal shall attempt to resolve informally all class size and group size problems within the school. It is expected that during the first ten (10) school days, the principal will consult and seek assistance from the superintendent and the chapter leader will consult with the UFT district representative to attempt to resolve all class size and group size problems. If unresolved, no later than on the 19th school day of the term, the UFT District Representative and the Superintendent will meet to attempt to resolve any class that exceeds the maximum class size limitations set forth in Article 7(M)(1) and (2). In the event a subject class or other class covered by Article 7M(1) or (2) class is oversized and the Superintendent and District Representative agree to utilize a class size exception(s) or provide relief, such agreement may be used to demonstrate history for the school. If as part of this process the UFT District Representative and the Superintendent agree to provide additional support when a class is not oversized, that agreement shall not constitute precedent and shall not be admissible in any other forum, except to enforce the terms of the agreement. Complaints arising at any time during the school year will follow the expedited time frame detailed herein.

b. No earlier than the 15<sup>th</sup> school day and no later than the 20th school day of each term, the Superintendent and the District Representative will each indicate, in an electronic form agreed upon by the parties, whether each school in their district/superintendency has any oversized classes and, if so, what the cause is. The form is for the Central Committee's use only, is non-precedential and the parties agree that it will not be used in any other forum or proceeding. If either the Superintendent or the UFT District Representative, or both, indicate that a school has at least one oversized class, that school's oversized class(es) will be reviewed by the existing Class Size Labor Management Committee created by agreement of the parties in 2016 (the "CLMC").

c. Beginning no later than the 21st school day, the CLMC will attempt to resolve any remaining oversized classes by reviewing no less than 15 elementary schools per day or no less than 5 middle and/or high schools per day with the goal of resolving any oversized classes as soon as possible. The CLMC will meet at least 3 days a week for a full workday or as close to a full workday as reasonably possible until all schools with an oversized class have been addressed.

d. Notwithstanding any provision of paragraphs (a)-(c) above to the contrary, schools that have had oversized classes for four or more of the last six school years including the most recent school year will be considered "Chronically Out of Compliance". The CLMC will meet no later than the 10th school day to attempt to determine a school specific resolution for the oversized classes in each Chronically Out of Compliance school. The CLMC will also meet in June to update short and long term plans for each of these schools.

e. The resolutions and determinations of the CLMC will be memorialized in writing on a form agreed to by the parties. In the event the CLMC cannot eliminate all the oversized classes and agrees that certain class size exceptions are appropriate or agrees to resolutions the CLMC form may be introduced to demonstrate history for the school. In the event the CLMC cannot eliminate all oversized classes or reach a resolution, the CLMC form may be introduced to demonstrate review by the CLMC. All resolutions that result in no oversized classes and all discussions at the Class Size Labor Management Committee are non-precedential, and the parties

agree that they will not be used in any other forum or proceeding except to enforce their terms. All resolutions will be implemented as soon as possible but no later than 5 school days after the CLMC addressed that particular school. A copy of the memorialized resolution will be sent to the UFT District Representative and the Superintendent to ensure compliance. Non-compliance will be reported to the CLMC.

f. Any schools that have an oversized class after the CLMC's attempt to resolve the issue may be reviewed by the UFT President and the Chancellor.

g. If the CLMC cannot resolve oversized classes within the school, the Union may file a demand for arbitration within two (2) school days of the CLMC addressing the school. Such demand shall be filed via electronic mail, or any other agreed upon method, to the Board's Office of Labor Relations and Collective Bargaining. The parties agree to select four (4) arbitrators from the contractual panel to hear these cases. It is understood that additional classes may be addressed at arbitration should there be changes at the school.

h. Arbitrations shall commence within five (5) school days of the demand for arbitration. The class size arbitrations shall count toward the two hundred (200) arbitration dates that are permitted to be scheduled per year for all UFT grievances and shall proceed using the procedures detailed in paragraph G of this Article. However, if a school comes into compliance after a demand is filed and prior to the decision in the arbitration, 1/6<sup>th</sup> of an arbitration date will added to the two hundred (200) arbitration dates per year. Group size arbitrations do not count toward the two hundred (200) arbitration dates, and shall proceed pursuant to paragraph G of this Article.

*Amend Article 22(G) of the UFT-Board Collective Bargaining Agreement Covering Teachers as follows:*

G. Arbitrations Pursuant to the Expedited Procedure for Class Size and Group Size Grievances

Arbitrations filed pursuant to the Expedited Procedure for Class Size and Group Size Grievances in B6 above shall be processed as follows:

1. The Parties agree to secure arbitration dates between the 20th school day and the 34th school day of the term for the purpose of determining the appropriate remedy to address any oversized classes size where CLMC was not able to reach a resolution. The Arbitrator(s) will hear 6 schools per day and will determine and issue a final and binding remedy. The Arbitrator will retain jurisdiction over implementation of the award. As soon as the parties know how many schools remain unresolved and will therefore be addressed by the Arbitrator(s), the CLMC will notify the Arbitrator(s) if more time is needed to address the cases for that particular term and/or seek time from another arbitrator from the contract panel. At its May meeting, the CLMC may jointly agree to adjust the number of requested arbitration dates based on the previous year(s).

2. Each arbitrator shall hear up to six (6) schools' class size and/or group size cases in a day. Where possible, schools within the same superintendency shall be scheduled on the same day.

3. The arbitration hearing shall be expedited in the following manner:

a. The Union shall provide the arbitrator with a standardized form, agreed upon by the parties, with the following agreed upon information at the beginning of each case:

- (1) Name of Teacher (for identification purposes only)
- (2) School
- (3) District
- (4) Classes/Groups which are oversized
- (5) Registers of each class/group on the grade or subject/course name, as applicable, being grieved
- (6) Prior grievance decisions, awards, stipulations resolutions, the CLMC form and any other documentation agreed to by the parties.

b. The UFT District Representative and Superintendent, or their designee, shall each have thirty (30) minutes to present their respective cases. The arbitrator may extend this time limit. Only disputed facts shall be presented to the arbitrator.

c. Witnesses for the Union and the Board shall be limited to discuss only those facts which are in dispute.

d. In order to develop a full and complete basis for a decision, the arbitrator shall inquire fully into all matters at issue.

e. Each arbitrator shall be given precedential class/group size decisions with the agreed upon class/group size decision summaries. No other decisions shall be presented except relevant regular panel member decisions decided subsequent to July 1, 2001.

f. At any time prior to issuance of an award, either party may decide that a case may have precedential value and shall be referred for an arbitration hearing pursuant to Article 22C, and the rules applicable to that procedure shall apply. The next panel member in the established rotation shall be assigned the case.

g. The arbitrator shall issue an award within five (5) school days of the arbitration hearing. Such award shall be transmitted by facsimile directly to the UFT District Representative, the Superintendent(s), the UFT Grievance/Arbitration Department and the Board's Office of Labor Relations and Collective Bargaining. The award shall include the following information:

- (1) Sustained or denied.
- (2) If sustained, a statement describing the Arbitrator's determined remedy.
- (3) If denied, the basis for the denial.

h. Arbitrators shall not issue written opinions unless jointly requested by the parties. These awards are non-precedential unless the parties jointly request a formal written Opinion.

i. All sustained awards shall be implemented within five (5) school days of issuance. No class that ultimately complies with the contractual maximum class size limitations shall constitute an Article 7M3 class size exception, except that said awards can be used for grievance history background.

j. The arbitrator shall retain jurisdiction over his or her decision.

## **10. EVALUATION**

*The existing provisions of Article 8(J)(2) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the documents incorporated therein by reference, as modified by the agreement entered into on or about December 21, 2016 modifying Article 8(J)(2) are further modified as follows:*

The parties shall jointly draft the City School District's submission on the New York State Education ("NYSED") monitoring APPR portal/Review Room Submission and will use their collective best efforts to have the APPR Plan approved by NYSED.

### **Observation and Feedback**

Feedback following an observation must be provided to the teacher within ten (10) school days of the observation. Feedback must be evidence-based and aligned to the Danielson Rubric. Feedback shall include notification to the teacher regarding whether or not the observation will be used for evaluative purposes. Feedback shall be through an in-person conversation, in writing, via email or through any other form of communication. Teachers may choose to indicate a preference regarding the format of feedback at the IPC conference.

Evaluator forms shall be provided to the teacher no later than thirty (30) school days following the observation. From the time an observation (formal or informal, as defined by the Commissioner's Decision) is conducted until the time the teacher receives the evaluator form for that observation, only one (1) additional evaluative observation (formal or informal) may be conducted.

The observation options that existed previously shall be replaced with the following:

(a) Teachers that completed probation who have received "Highly Effective" as their final APPR rating in the previous year shall have a minimum of two (2) informal observations that are used for evaluative purposes.

Teachers that completed probation who have received "Effective" as their final APPR rating in the previous year and in the year before that received a "Highly Effective" "Effective" and/or "Satisfactory" shall have a minimum of two (2) informal observations that are used for evaluative purposes.



Teachers that completed probation who have received “Effective” as their final APPR rating in the previous year and in the year before that received a “Developing” “Ineffective”, or “Unsatisfactory” shall have a minimum of three (3) informal observations that are used for evaluative purposes.

Teachers that completed probation who have received “Developing” as their final APPR rating in the previous year shall have a minimum of one (1) formal and three (3) informal observations that are used for evaluative purposes.

Teachers that completed probation who have received “Ineffective” or “Unsatisfactory” as their final APPR rating in the previous year shall have a minimum of one (1) formal and four (4) informal observations that are used for evaluative purposes.

Probationary teachers shall receive a minimum of one (1) formal and three (3) informal observations that are used for evaluative purposes except if a probationary teacher received “Ineffective” as their final APPR rating in the previous year then the probationary teacher shall have a minimum of one (1) formal and four (4) informal observations that are used for evaluative purposes.

Teachers that completed probation who received no rating the prior year or a rating other than any listed above shall receive one (1) formal and three (3) informal observations.

(b) The school year shall consist of two evaluation windows. The Fall Window for observations begins with the Initial Planning Conference and ends on the last day of the Fall term. The Spring Window for observations begins the first day of the Spring term and ends with the first Friday in June. Half of the required minimum number of observations shall done in the Fall Window. Half of the required minimum number of observations shall done in the Spring Window. In situations where the minimum number of observations is three or five, the additional observation may occur in either window.

The final evaluator form from an observation which occurred in the Fall Window may be provided to the teacher after the Fall Window concludes, consistent with this Agreement. However, no required observation shall begin in the Spring Window until the final evaluator form for all required observations from the Fall Window have been provided to the teacher.

Consistent with the Commissioner’s Decision and applicable Agreements, there shall be Initial Planning Conferences (“IPC”) and Summative End of Year Conferences (as defined therein). The purpose of the IPC is for the teacher and evaluator to discuss the teacher’s continuous growth and development for the school year, reflecting upon previous evaluations, if any, the teacher’s area of focus, and the school’s instructional priorities. Teachers shall have the sole discretion of setting professional goals as part of the IPC. Teachers shall have the sole discretion to include an area of focus on the IPC form. The DOE will explicitly state this for evaluators and educators for the 2014-15 school year and thereafter.

**Amend Article 8(J)(2)(c) - Videotaping and Photographing**

(1) All observations shall be conducted in person. The teacher and evaluator may mutually consent to evaluators not being present when videotaping.

(2) A teacher may choose to have his/her observations videotaped. If a teacher chooses to have his/her observations videotaped he/she shall select among the following options:

(a) the evaluator will choose what observations, if any, will be videotaped; or

(b) if the teacher is required to have a formal observation the evaluator shall videotape the formal observation. If the teacher is not required to have a formal observation the evaluator shall videotape one (1) of the informal observations which will be chosen by the evaluator.

(3) Evaluators who take photographs during observations relevant to the Danielson Rubric, should, to the extent practicable, be unobtrusive (for example, photographs may be taken at the end of the observation).

#### **Add to Article 8(J)(2)(i)**

The DOE shall notify teachers of their MOSL selection no later than November 15. If the MOSL is modified (e.g. because of non-annualized courses or other changes) the teacher must be notified within 10 days.

#### **Add Article 8(J)(2)(m) - PD and Training**

In a manner consistent with State regulations (Commissioner Regulation on Professional Learning 100.2), the parties shall collaborate to establish a Professional Learning Team. This team shall be charged with the planning of an annual training session scheduled in a manner consistent with this Agreement regarding the implementation of the observation cycle including the rubric and MOSL. This training shall be provided to all covered employees at each worksite during the workday no later than the last Friday in October. In addition to the annual training, the team shall also work to ensure that teacher development and evaluation tools and resources are effectively shared with appropriate constituents. Such resources include guidance related to the use of evaluation tools in regard to specific teaching settings, including but not limited to co-teaching and other special education settings, English as a New Language settings and physical education classes. The team shall also discuss ways to support the School-Based Staff Development Committee to align Professional Development to the observations conducted throughout the year.

*Amend the UFT-Board Collective Bargaining Agreement Covering Teachers and the other UFT-Board collective bargaining agreements to add:*

#### **13% S/U Ratings**

The Union may appeal to the panel set forth in Education Law § 3012-c(5-a) the ratings of employees who received an overall annual rating of "Unsatisfactory", subject to all of the same procedures that apply to the current panel appeal process. At no point shall the total number of Panel Appeals ( of "Ineffective", "Developing" and "Unsatisfactory" ratings) exceed 13% of the total number of Ineffective annual ratings for that school year and at no point shall the total number of Chancellor's and Panel Appeals exceed the total number of Ineffective ratings for that school year.

## **11. ANTI-RETALIATION**

*Create a new article of the UFT-Board Collective Bargaining Agreement Covering Teachers and the other UFT-Board collective bargaining agreements as follows:*

The Board (“Department” or “DOE”) shall maintain an environment that promotes an open and respectful exchange of ideas and is free of harassment, intimidation, retaliation and discrimination. All employees are permitted to promptly raise any concerns about any situation that may violate the collective bargaining agreement, rule/law/regulation, or Department policy or that relates to their professional responsibilities or the best interests of their students. The harassment, intimidation, retaliation and discrimination of any kind because an employee in good faith raises a concern or reports a violation or suspected violation of any DOE policy, rule/law or regulation, or contractual provision or participates or cooperates with an investigation of such concerns is prohibited.

## **12. “A+ CREDITS”/SECOND DIFFERENTIAL**

In order to promote teacher development of skills, knowledge and methods aligned to the needs of the school system and students and align professional learning to the work of educators, the DOE and UFT commit to revising the requirements for teachers to obtain a “second differential” (30 credits earned beyond a Master’s degree or equivalent) by creating A+ credits.. “A+ credits” means coursework approved by the parties that may be earned from approved courses, workshops, online courses and training from institutes of higher education, outside parties, and the DOE. The intent of this effort is to ensure that teachers have the opportunity to earn salary differentials at the same rate and pace as in the previous structure, while pursuing professional learning in a wider variety of settings, not limited to university coursework, and also aligning to the learning needs of New York City’s students.

After September 1, 2019, in order to achieve the second differential, new teachers and those hired after September 1, 2017 who have not already completed 30 credits beyond a Master’s Degree will complete a combination of A+ credits and college credits, which includes P- credits and/or a maximum of twelve (12) CLEP credits as set forth below:

- Teachers most recently hired on or after September 1, 2019: In order for a teacher to achieve the second differential, he or she shall obtain a minimum of 18 A+ credits.
- Teachers most recently hired on or after September 1, 2017 but before September 1, 2019: In order for a teacher to achieve the second differential, he or she shall obtain a minimum of six A+ credits, unless such teacher has achieved the second differential prior to September 1, 2019.
- All other teachers currently employed as of date of the ratification and most recently hired before September 1, 2017: Teachers will have the ability to achieve this differential by opting into the A+ differential program and if they choose to opt in, in order to achieve the second differential, he or she shall achieve a minimum of six A+ credits. For those teachers who do not opt in, A+ credits outside of traditional university coursework will not be creditable toward the second differential.

- Teachers who have already attained their second differential by September 1, 2019, including, those continuously employed and those who have been rehired in accordance with Article Five, Section E of the collective bargaining agreement, maintain the differential they previously earned.
- Teachers hired after September 1, 2019 who have already attained an additional Master's or Doctorate in an approved related area as determined by the Joint Accreditation Committee (JAC) will be eligible for the second differential without having to complete A+ credits.
- All teachers: Notwithstanding the above, in accordance with current contractual provisions, National Board for Professional Teacher Standards certification and an approved Doctorate will continue to qualify a teacher for the second differential.
- Nothing herein precludes teachers from using up to twelve (12) CLEP credits toward the college credit components needed to obtain this differential.

The parties agree to establish a Joint Accreditation Committee (JAC) within 30 days of ratification of this Agreement, with an equal number of members selected by the Chancellor and UFT President. The JAC shall convene at least monthly and more often as needed. The JAC will operate by consensus and develop the methodology for soliciting and reviewing proposals for A+ approved coursework, approve all coursework to be offered, assure the sufficiency of the quantity and scope of offerings, oversee the implementation of A+ courses, approve the initial list of offerings for the 2019 -20 school year, and determine whether to approve or disapprove additional courses as well as continuing courses. In addition, the JAC will determine what related areas for additional degrees earned prior to a teacher being hired by the DOE are approved to qualify for a second differential. The JAC will also create a communications plan regarding the revised second differential and A+ credits. The JAC will work with a mediator to assist in resolving all matters related to A+ credits.

The Chancellor determines the educational priorities for the NYC school district.

If the Chancellor determines there is a need for A+ coursework on any topic, he/she may so notify the JAC. Upon such notification by the Chancellor, the JAC shall take steps, consistent with the methodology and standards it has developed, to ensure that courses on that topic will be offered as soon as practicable. Further, should the Chancellor or his/her designee recommend an A+ course to the JAC for review and approval the JAC will convene a meeting to review the course within 10 business days of receiving of the course and approval by the JAC will not be unreasonably withheld.

If the UFT President determines there is a need for A+ courses on a topic consistent with the educational priorities of the school system, he/she may so notify the JAC. Upon such notification by the UFT President, the JAC shall take steps, consistent with the methodology and standards it has developed, to ensure that courses on that topic, if consistent with the educational priorities of the school system, will be offered as soon as practicable. Further, should the UFT President or his/her designee recommend an A+ course consistent with the educational priorities of the school

system the JAC will convene a meeting to review the course within 10 business days of receiving the course and approval by the JAC will not be unreasonably withheld.

Should the DOE determine that the UFT, through the JAC, is unreasonably disapproving a course submitted by the Chancellor, the DOE may bring the matter to Arbitrator Martin F. Scheinman or another Arbitrator mutually agreed upon by the parties for expedited arbitration in order to determine if the UFT's actions were unreasonable and the appropriate remedy. This arbitration shall not count towards any contractual arbitration days.

The parties agree to adhere/follow the following principles in regards to A+ credits:

- The intent of the parties is to align the majority of the requirements for the second differential to specific NYC DOE needs and priorities; the intent is not to limit or accelerate the ability of teachers to attain the differential. Toward that end, the parties agree that there must be a sufficient quantity and scope of A+ credit bearing offerings over each year so that teachers across the school system – regardless of content, certificate, and level - can have access to courses that apply to their work and students.
- One A+ credit will be calculated to be equal to one college credit from an accredited institute of higher learning. A+ credits may be earned from approved courses, workshops, online courses and training from institutes of higher education, outside vendors and the DOE.
- Approved A+ offerings will be readily available and accessible for teachers (i.e. in regards to scheduling and location).
- Approved A+ courses will provide content and pedagogical training that are aligned to meet the needs of NYC students and in priority areas identified by the JAC. As referred to herein, sufficiency in scope means courses will be offered in a range of areas including:
  - Across all Content Subjects (e.g. math, literacy, foreign language)
  - Education and Instruction (e.g. working with students who are English Language Learners or students with disabilities)
  - Awareness Courses (e.g. anti-bias, diversity, cultural sensitivity, inclusion, anti-bullying)
  - Coursework toward licenses, certifications, extensions or an additional degree
- Approved A+ credits courses will be sufficiently rigorous (e.g. equivalent of traditional coursework in time commitment and level of instruction) and meet high quality standards set by the JAC in the methods of instruction as well as instructors.
- A+ course providers must demonstrate to the JAC evidence of the capacity to deliver effective instruction and professional learning to teachers and capacity to:

- Provide content and pedagogical knowledge as it relates to the learning and development of all P-12 students
- Provide skills and knowledge as it relates to content and classroom instruction

No later than October 30 and no later than June 10, the JAC will review the amount of available A+ courses. If the JAC believes the quantity and scope of coursework is insufficient, for those teachers who will complete their 30 credits earned beyond a Master's Degree within the next two terms, the JAC will agree to accept additional college credits towards the second differential. The JAC must jointly agree to accept the appropriate combination of A+ credits and college credits again for new teachers and those hired after September 1, 2017.

Any disagreement not resolved by the JAC will be referred directly to the Chancellor and the UFT President. If agreement is not reached within 15 days of the meeting between the Chancellor and the UFT President, the UFT may proceed to expedited arbitration on implementation of the A+ differential, the quantity and scope of A+ coursework but not on any particular A+ course, and/or whether the DOE has arbitrarily and/or unreasonably denied a number of courses proposed by the UFT, before Arbitrator Martin Scheinman or another mutually agreed upon arbitrator hold a hearing to resolve the matter. Upon the UFT's request for expedited arbitration, the DOE shall accept college credits towards the second differential until the arbitrator issues a decision or until the beginning of the following school term, whichever comes first.

### **13. TEACHER LEADERSHIP ROLES**

*Article 11(V) of the UFT-Board Collective Bargaining Agreement Covering Teachers shall be amended to add the following Teacher Leadership Positions and the existing Article 11(V)(E) shall become Article 11(V)(G):*

#### **E. Teacher Development Facilitator**

In addition to his/her duties as a teacher, the Teacher Development Facilitator (TDF) will take on additional responsibilities to support the instructional practice of individuals participating in teacher preparation and induction programs through activities such as modeling, observation and feedback, coaching and program support. The Teacher Development Facilitator shall receive additional compensation in the amount of \$3,000 per school term for the term of this Agreement above the applicable teacher salary in accordance with this Agreement. The Teacher Development Facilitator will work an additional four (4) hours per month outside the normal teacher workday. The additional hours will be scheduled by the TDF, subject to the approval of the principal.

The possible expansion of this role to include the support of new, in-service teachers will be determined by Joint Committee on Teacher Leadership Initiatives.

The ratio of pre-service and/or in-service teachers (if approved) to Teacher Development Facilitator shall be no more than 2:1. Exceptions for a higher ratio, e.g., 3:1, may be made by the Joint Committee on Teacher Leadership Initiatives. In secondary schools, Teacher Development

Facilitators shall continue to do the work of their TDF position during their professional periods. In elementary schools organized on a seven-period per day schedule, Teacher Development Facilitators will be relieved of teaching for a minimum of two periods per week to perform responsibilities associated with their position as a Teacher Development Facilitator. In elementary schools organized on an eight-period per day schedule, Teacher Development Facilitators will be relieved of teaching for a minimum of one period per week in addition to their weekly professional period to perform responsibilities associated with their position as a Teacher Development Facilitator. In addition to these periods, Teacher Development Facilitators in elementary schools may request that principals work with them to identify additional opportunities in the school day/year to perform responsibilities associated with the position.

Notwithstanding the provisions of paragraph G, the position of TDF will be for a minimum of one term. Teachers selected for the position are expected to remain in that position for the term. However, during the term should the teacher and principal mutually agree that a teacher will not continue in the position, the teacher will remain in the school as a teacher without additional compensation or responsibilities associated with the role.

This role of Teacher Development Facilitator shall be filled through a joint selection process between the UFT and DOE. The selection process will be determined by the Joint Committee on Teacher Leadership Initiatives. The Principal or his/her designee shall select all Teacher Development Facilitators from eligible candidates. The determination of which schools may have Teacher Development Facilitators will be at the discretion of the Chancellor or his/her designee.

The provisions of Article 11(V)(G) shall apply to the Teacher Development Facilitators in the same manner as it applies to Master Teacher, Model Teacher, and Peer Collaborative Teachers and Teacher.

#### **F. Teacher Team Leader**

The Teacher Team Leader will be a Teacher Assigned position to support the work of Teacher Leaders as defined in this Article 11 and their colleagues. Teacher Team Leaders will be given an assignment within one borough. If that is not practicable, then the Teacher Team Leader may be given an assignment in additional boroughs with his/her consent only. Teacher Team Leaders' work day will be from 8:00 a.m. to 4:00 p.m. They will also work an additional 10 days (the 5 days that are part of the Teacher Assigned work year, plus 5 additional days) or the equivalent during: (i) the summer other vacation periods or (ii) outside of their 8:00 a.m. to 4:00 p.m. regular work day.

The Teacher Team Leader shall receive additional compensation of \$14,000 a year for the term of this agreement above the applicable teacher salary in accordance with this Agreement.

This role of Teacher Team Leader shall be filled through a joint selection process between the UFT and DOE. The selection process will be determined by the Joint Committee on Teacher Leadership Initiatives. The Chancellor or his/her designee shall select all Teacher Team Leaders from eligible candidates. The determination of the Teacher Team Leader positions will be at the discretion of the Chancellor or his/her designee.

The provisions of Article 11(V)(G)-shall apply to the Teacher Team Leader in the same manner as it applies to Master Teacher, Model Teacher, and Peer Collaborative Teachers and Teacher.

The Joint Committee on Teacher Leadership Initiatives shall continue to meet and discuss how to maximize the use of Teacher Leadership positions in schools that will most benefit from this additional instructional support.

#### **14. BRONX COLLABORATIVE SCHOOLS MODEL**

Goal: The Bronx Collaborative Schools Model is a joint effort of the Board (“DOE”) and UFT to collectively assist students to achieve their highest potential— academically, socially, emotionally, physically, mentally and civically.

This innovative program will be based on transforming the culture of a school through the collaboration among the members of an entire school community. This collaborative environment will serve to attract and retain excellent educators. This Model will be based upon a true partnership in which staff and administration share a collective voice in determining and operationalizing strategies to improve their schools. Using a variety of data and different metrics, decisions will be made collaboratively and implemented as a team.

At the Central level, DOE and UFT will collaborate to identify ways to support schools in creating and achieving attainable, measurable goals. At the school level, the UFT-represented employees and school administration will share responsibility to achieve these goals. In this Model, teams will be supported in the use of data to drive improvements in academic outcomes, teacher retention, school conditions and other stated goals. Schools in the Bronx Collaborative Schools Model will have priority consideration for centrally funded initiatives such as Equity and Excellence initiatives, air conditioning, physical education and others that align to the schools’ goals.

An implementation timeline and description of the program components and process for School Year 2018 – 19 and 2019- 20 is set forth below. All aspects of the Bronx Collaborative Schools Model, including but not limited to all roles and responsibilities of the committees, will sunset on June 30, 2022, unless both parties agree to extend it in writing, except for the October 2022 hard to staff differential payment.

#### **SY 2018- 19 Timeline**

##### **October 2018 - December 2018**

- **Identification and selection of schools**

The Chancellor, in consultation with the UFT President, shall identify and select up to 120 schools for possible inclusion in the Collaborative Schools Model using agreed upon metrics and data related to the criteria below.

Inclusion in this Collaborative Model shall be based on criteria such as:

- Academic achievement
- Teacher turnover



- Staff retention/attrition
- Repeated use of shortage license area waivers
- Persistent vacancies
- Student demographics
- Student enrollment
- Leadership turnover
- Transportation issues
- State identification

The Central Committee can add or delete criteria as needed.

Once a school is selected, both the principal and UFT Chapter Leader must agree to join the Model.

After the Collaborative Schools have been selected and participation in the Model agreed upon by both the principal and chapter leader, the Chancellor, in consultation with the UFT President, will determine which schools and teaching licenses and/or other UFT-represented titles within specific schools will be eligible for the Hard to Staff Differentials as defined herein and the amount of each differential. The Hard to Staff Differential will be no less than \$5,000 and no more than \$8,000 per school year. Where a license or UFT-represented title is designated “Hard to Staff” in a particular school, all teachers who are in an applicable license or other UFT-represented employees who are in an applicable title within the school and/or teaching a majority of the program in that license area will receive the aforementioned hard-to-staff differential. Full-time staff assigned to multiple schools shall be paid the differential on a pro rata basis.

In addition to the up to 120 schools referenced above, the Chancellor, in consultation with the UFT President may designate up to an additional 60 schools which meet the criteria for inclusion in the Collaborative School Model to be eligible for a Hard to Staff Differential. However, these schools will not be a part of this Bronx Collaborative Schools Model. These schools’ plans must continue to meet all New York State criteria, standards, and designations. In these schools, any additional license areas, UFT-represented titles and geographies must be agreed to by both the Chancellor and UFT President.

• **Formation of Bronx Collaborative Schools Model Central Committee:**

The DOE and UFT shall establish a Bronx Collaborative Central Committee for the Collaborative Schools (“Central Committee”) composed of an equal number of representatives appointed by the UFT President and the Chancellor.

Responsibilities of the Central Committee include, but are not limited to, the following:

1. Sharing responsibility for program implementation through the following activities:
  - Reviewing and approving clear, specific measurable goals based upon relevant data and metrics for each of the participating schools
  - Reviewing and updating Menu options (as described below)
  - Assisting schools in the Model (“Collaborative Schools”) in administering school-based processes (as described below)

- Evaluating the progress of staff/school initiatives
  - Offering support e.g., micro grants or other resources
  - Committing to menu items for schools to implement for at least one (1) school year
  - Providing sustained assistance and support at least for the duration of the Model
  - Sharing best practices and successful approaches with schools in the Collaborative Schools Model
  - Other activities as determined by the Central Committee, by the Chancellor, or by the UFT President
2. Reviewing progress as presented by each School Committee, as defined below, annually or more frequently at the Central Committee's discretion
  3. Coordinating and aligning with existing recruitment efforts and other efforts, including but not limited to Field Support Centers, Open Market highlights, contacting potential new hires
  4. Identifying and providing appropriate joint UFT-DOE professional development on relevant topics for the staff in each school in the Model, Central Committee members, facilitators selected by the Central Committee, the UFT District Representative, Borough Representative, Superintendent and Executive Superintendent where appropriate, including, but not limited to collaboration and facilitation, shared-decision making, data analysis, "Speak-up Culture", table of organization, DOE Data Dashboard and Galaxy budget analysis
  5. Creating a roll-out calendar for all aspects of the model
  6. Finalizing and selecting an adequate list of UFT/DOE jointly trained external facilitators to provide sufficient support for the individual needs of each school

- **Central Committee meetings begin.**

The Central Committee shall meet at least twice during each month of the school year to plan, support and review progress of and requests from individual Collaborative Schools. If the Central Committee cannot reach consensus on a particular issue, the issue in question will be decided by the Chancellor in consultation with the UFT President within fifteen (15) school days.

- **Formation of School Based Committees**

Each school in the Collaborative School Model shall establish a School Based Collaborative Committee ("School Committee"). Fifty percent of the Committee shall be comprised of UFT represented employees, selected by the Union. The remaining fifty percent shall include the principal and other stakeholders selected by the principal, exclusive of UFT-represented employees. The Committee will include no less than 6 and no more than 12 members.

The School Committee will work collaboratively to formulate a clear vision of the school's plan for the year, including areas in need of administrative support and concrete steps to be implemented at the school level. To support this goal, all members of the School Committee will receive the previously mentioned joint UFT-DOE professional development and may also request training on other topics relevant to their school. In addition, the School Committee will have the flexibility to prioritize services at the school related to the menu options.

The School Committee shall consult with the SLT to ensure that the plan is aligned and not in conflict with the goals of the school's CEP. Nothing herein is meant to change or diminish the rights and responsibilities of the SLT or its members, including all processes as defined by Education law and the Chancellor's Regulations.

### **January - February 2019**

- School Collaborative Committee meetings begin.

The School Committee shall meet twice monthly at a mutually agreeable time, including but not limited to during the workday, OPW and Parent Engagement time, throughout the school year and additionally as needed. Trained facilitators selected and assigned by the Central Committee will assist and meet with the School Committees.

Decision-making shall be by consensus. In the event that the School Committee cannot reach consensus, the Central Committee will assist the School Committee in resolving the issue. If unsuccessful, either the school principal or the Chapter Leader will escalate the issue to the Executive Superintendent (or his/her designee) or the appropriate Superintendent, and UFT Borough Representative (or his/her designee) who will meet with and assist the School Committee in resolving the issue within five (5) school days. If the issue remains unresolved, five (5) school days after the matter was escalated to the Executive Superintendent and UFT Borough Representative, it will be reviewed and decided by the Central Committee.

Responsibilities of the School Committee include, but are not limited to, the following:

1. Conducting an assessment of the school's needs, performance, and outcomes across a variety of student demographic and staff indicators.
2. Reviewing and analyzing data on indicators of workplace culture including, but not limited to, transportation/accessibility, school environment surveys and staff retention
3. Identifying goals and prioritizing strategies, including realignment of existing resources as appropriate
4. Engaging parents and communities in the Bronx Collaborative Schools Model and priorities
5. Selecting strategies from the Menu of options (see Appendix A)
  - The Menu may be supplemented by initiatives of the Chancellor or UFT President and agreement by the Central Committee.
6. Prioritizing implementation of requested menu options
7. The School Committee may modify the Menu with the approval of the Central Committee.
8. Inform and update the Central Committee of its progress on an annual basis or more frequently as determined by the Central Committee.
9. Review progress quarterly or more frequently

Identified goals, strategies, and menu options will be prioritized and submitted by the School Collaborative Committee to the Central Committee, Superintendents, Executive Superintendents, UFT District Representative, and UFT Borough Representative.

### **March - May 2019**

- **Announcement of Hard to Staff Differentials**

To support the goals of retaining current staff and recruiting new staff, the license areas, titles and selected schools for the Hard to Staff Differentials for Collaborative Schools during SY 2019 – 20 will be announced by March 30<sup>th</sup>.

- **Schools begin teacher recruitment**

- **Collaborative planning for SY 2019 – 2020**

The Executive Superintendent and Superintendent, in consultation with the UFT Borough Representative and District Representative shall, upon confirmation of resource availability, approve action steps for SY 2019-20 to recommend to the Central Committee. This includes engaging in data review to assist School Committees in aligning budgets to identified priorities.

If the Executive Superintendent, Superintendent, UFT Borough Representative and District Representative have any concerns and will not approve the action steps submitted by a Collaborative School, they will meet and assist in resolving the issue.

Options for SY 2019 – 20 selected by the School Committee and approved by the Central Committee will be finalized (contingent upon resource availability). In the event that the School Committee is unable to reach consensus, the school principal and Chapter Leader shall jointly submit a document indicating areas where the School Committee has and has not reached consensus, with an explanation of existing disagreements.

Schools apply for micro grants to be used during SY 2019-20.

### **June 2019**

- **Finalize 19-20 Plan**

- Submission of the School Committee's menu selection to the Central Committee for approval.
- Continue teacher recruitment and review progress.
- Central Committee makes final decisions on school committee plans where consensus wasn't reached. If there isn't Central Committee consensus, the issue will be escalated to the Chancellor and UFT President, and the Chancellor will have final discretion.

### **SY 2019-20 Timeline**

#### **September 2019**

- Begin implementation of action items chosen by School Committee
- Bimonthly meetings of School Committees and monthly (in year 1 bimonthly) meetings of Central Committee begin
- The Central Committee will review and update its protocols and procedures based on experience in the prior year and will apply them to the newly identified schools.

### October- November 2019

- Identification of additional SY 2020-21 group of schools for program by the Chancellor based on metrics agreed to in consultation with the UFT President. The school principal and UFT Chapter Leader must agree to join the program.
- Train new School Committees in data review and other topics set forth above, if applicable.

### December 2019

- All School Committees review data and key metrics to ensure action steps are in alignment with needs of the school community

### March – May 2020

- Central and School Committees assess progress in year one of implementation to inform year two goals
- Central Committee establishes year two objectives
- School Committees conduct budget/data review to confirm that the school's resources are aligned to their school's goals.
- School committees apply for School Micro Grants to be used during the 2020-2021 school year.

The timelines above will be replicated in the following years of the program unless modified by the Central Committee.

## Personnel Issues

### Hard to Staff Differential

A key component of this program is the differential that will be provided to those UFT represented employees who choose to work in these selected schools. As such, full-time employees in the selected schools/licenses or other UFT represented titles will receive one third (1/3) of the differential on the first run of supplemental payment following the mid-October payroll, the second third of the differential will be received on the first run of supplemental checks following the mid-February payroll and the remaining third of the differential will be received on the first run of the supplemental checks run on the following mid-October payroll, conditional upon returning to that school.

To continue to be eligible for the differential, staff must stay in the same school. Staff may not receive a differential if they transfer to another school selected for a Hard to Staff differential.

If the teacher is rated Ineffective or Unsatisfactory after the completion of their first year earning a Hard to Staff Differential, the differential shall be frozen for the following year. If the teacher receives an Ineffective or Unsatisfactory the following year, they will not be eligible for the previous year. If the teacher receives a rating other than Unsatisfactory or Ineffective he/she shall receive the full differential payment for the previous year the following mid-October.

The differential will be pro-rated for staff who are either hired or leave in the middle of the school year.

The staff members from the 60 schools eligible for the Hard to Staff Differential who are not a part of the Bronx Collaborative School Model shall be paid consistent with the schedule above.

The final hard to staff differential payment will be paid after the agreement sunsets in October 2022.

#### Right of Return to Previous Position

In order to minimize the risk and incentivize talented educators to join the Bronx Collaborative Schools, UFT-represented employees who transfer into the Collaborative Schools shall have a one year right of return to their prior school if there is a vacancy in their license area.

#### Special Staffing Circumstances

Teachers in schools with Hard to Staff Differentials may change their license to a designated hard to staff license area based as follows:

1. The teacher must hold valid State certification for the designated hard to staff license area.
2. For all purposes, except as stated below, such teachers will not have any change in any aspect of their terms and conditions of employment, including seniority.
3. Such teachers must serve one year in the designated hard to staff license to be eligible for completion of probation.
  - a. During any such probationary period, the teacher will be treated as having completed probation for the purposes of excessing.
  - b. If probation is discontinued, the teacher will revert to the prior license and take his/her rightful place in seniority order in the school with credit for the time served as a probationary teacher in the designated hard to staff license.
4. Such teachers who have not already completed probation will have all their probationary service in the prior license and in the designated hard to staff license combined for all contractual purposes including, but not limited to, for excessing and completion of probation, provided that such a teacher must serve at least one year under the designated hard to staff license to be eligible for completion of probation.
5. A change in license under this provision will be made only upon agreement by the teacher and the principal.

In the event that a pedagogical employee transfers into one of the Model program schools and his or her position is eliminated any time before the first day of school September 2022, he or she will be placed consistent with the “Flushing/Clinton Staffing Agreement” for two school years following the elimination of the position.

### Appendix A-- Suggested Menu Options

#### Group A-- School Performance

- Adopting or strengthening curriculum in alignment with state standards
- Instructional coaching to ensure that teachers can respond to the needs of all learners

- Training and expansion of culturally-responsive pedagogy
- Instructional interventions
  - Reduced class size
  - Individualized student programming
  - Improved availability of basic resources (ie. WiFi/bandwidth, SMART Boards, copy machines, textbooks)
- Formative assessments/data supports
- Tools to facilitate data-driven decision-making for school resources and needs – looking at student needs and real-time progress, instructional data, culture and climate data, and non-cognitive indicators
- Mock assessments/Interim assessments (New Visions Mock Regents Exams)
- Training on integrative use of formative and summative assessment tools
- Increased extracurricular activities
- 4X4 program
- Remote Teaching

#### Group B—Supportive Environment/Staff Retention

- Reconfigure the school day/calendar in compliance with State requirements
- Additional Teacher Leader positions (including Teacher Team Leader support)
- Coaching
- Staff mediation tools
- Training and support to schools on developing comprehensive educational plans (CEP/RCEP) for leading learning, leading people, leading schools and leading change
- Teacher Center
- PD planning support
- Learning Partners opportunities

#### Group C -- School Climate, Culture, and Conditions

- Positive Learning Collaborative support
- Alternative school schedules
- School community-wide social emotional initiatives;
- Public health outreach (i.e. optical, dental services)
- Professional Development to support emotional learning practices embedded in teaching and learning as aligned to the Collaborative for Academic, Social and Emotional Learning (CASEL) competencies including curriculum, development, materials and supports
- Restorative justice supports
- Student peer mediation/conflict resolution
- Distributed Leadership framework, coaching and support
- Clear strategy that establishes social norms within the school community and promotes a culture for learning with clear and high expectations for all students, in partnership with CBOs.

- Trainings to support social emotional learning practices embedded in teaching and learning as aligned to the Collaborative for Academic, Social and Emotional learning (CASEL) competencies and supported by CBOs.
- THRIVE Program

## **15. PROSE PLUS**

*Amend Article 26 of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements as follows:*

### **F. PROSE PLUS Schools**

PROSE PLUS Schools are schools that have demonstrated success in collaborative innovation and have an established PROSE Steering Committee that meets weekly, and which consists of the principal, the chapter leader and UFT-represented employees who have been selected by UFT-represented employees on instructional teams (“Steering Committee”).

Schools interested in becoming PROSE PLUS schools must submit an application to the Joint Panel. The School must: i) meet the requirements of Section C(1)(a-g) of this Article; ii) have been a PROSE school for at least one year; iii) have a PROSE Steering Committee; iv) have a plan to create at least one other school-wide committee with members selected by instructional teams; v) have approval to become PROSE PLUS from the Steering Committee and the SLT; and vi) agree to convening two school-level meetings with the PROSE Panel.

If the application is approved by the Joint Panel, and subsequently ratified by sixty- five percent of all those UFT-represented employees voting, the school becomes a “PROSE PLUS” school.

### **PROSE PLUS Innovations**

PROSE PLUS proposals must:

1. Describe the challenge the school is seeking to address;
2. Describe the innovation designed to address it, within the parameters of Section C(1)(j) of this Article;
3. Demonstrate that the proposal has been reviewed by and has the support of the instructional teams and other school-wide committees, as appropriate, and that opportunity for explicit written feedback was provided; and
4. Have the approval of the School’s PROSE steering committee.

The completed written proposal must be submitted to the Joint Panel, and if approved by the Joint Panel, the proposal may be implemented, without ratification by UFT-represented employees. Nothing precludes the School’s PROSE steering committee from conducting a ratification vote on a proposal.



### Annual Vote of Confidence

The decision to remain a PROSE PLUS school must be ratified each year. The vote will take place between June 15th and the last day of school. Schools that do not receive a vote of 65% of the UFT-represented members voting, will return to PROSE status.

### Duration

PROSE PLUS schools will remain in such status for the balance of the school's 5-year PROSE term, unless the Joint Panel determines the school is not successful, or the School fails to achieve the Annual Vote of Confidence. PROSE PLUS schools may apply for renewal of their PROSE PLUS status.

### PROSE Innovations At Non-Prose Schools

The DOE and UFT will discuss implementing strategies developed in PROSE and PROSE PLUS schools in non-PROSE schools. The Joint Panel will be responsible for development of selection criteria and program evaluation.

## **16. REMOTE TEACHING PILOT PROGRAM ("PILOT PROGRAM")**

### **Purpose**

The goal of the Pilot Program is to create an equitable learning experience for students in remote classrooms and to gather information about the efficacy of remote learning including, but not limited to, the impact on students, educators and schools. The pilot will provide high school students attending schools with limited access to (1) Advanced Placement (AP) coursework and/or (2) Language Other Than English (LOTE) courses required for an Advanced Regents Diploma the opportunity to enroll in those courses. LOTE courses required for an Advanced Regents Diploma are courses above what is required for a Regents Diploma. Students taking such AP and LOTE courses shall continue to receive a high level of instruction. Electives may also be offered consistent with this Pilot Program.

### **Joint Labor-Management Committee**

1. A Joint Labor-Management Committee shall be established (hereinafter, "Committee") to design and implement the Pilot Program. The Committee shall determine all aspects of the Pilot Program, subject to this Agreement, including, but not be limited to, courses of study; curricula for electives; scheduling; programming; technology; participating schools; postings and selection process; teacher evaluation; classroom environment and classroom management; roles and responsibilities of onsite staff; roles and responsibilities of remote teachers; absences and coverages; key areas for research and study; professional development, and the creation of Frequently Asked Questions ("FAQs") and general information literature.

2. The Committee shall convene within thirty (30) days of the ratification of this Agreement at a mutually agreed upon time and location. Thereafter, the Committee shall meet on a monthly basis.

3. The Committee shall be comprised of an equal number of UFT and Board (“DOE”) representatives and shall make decisions by way of consensus. In the event the Committee is unable to reach consensus on any given topic, the UFT President and the Chancellor shall jointly make the final decision.

### **Program Overview**

1. *Year One* - Over the course of the Fall 2018 Term, the Committee shall design and implement the Pilot Program’s infrastructure, whereupon, synchronous remote instruction shall begin in February of the 2019 Spring Term classes in Bronx. Year One academic offerings shall exclusively be high school elective courses. During the 2018-2019 school year, the Committee shall select the synchronous remote instruction courses to be taught during Year Two of the Pilot Program. For the purpose of this Agreement, “synchronous remote instruction” shall be defined as a group of students in several sites learning at the same time that the teacher is teaching, while the teacher has the ability to engage with students in real time during the instructional period (i.e. see, hear and speak with students).

2. *Year Two* – During the 2019-2020 school year, the selected AP, LOTE and elective courses subject to the approval of the Committee, shall be synchronously taught to students participating in the Pilot Program. The Committee shall meet to select the courses to be taught during Year Three and to design the asynchronous instruction to be implemented in Year Three of the Pilot Program.

3. *Year Three* - Synchronous remote instruction, as described above, shall continue in Year Three. Over the course of the 2020-2021 school year, asynchronous instruction shall also be implemented. Throughout Year Three, the Committee shall begin its analysis on the efficacy of the Pilot Program.

At the completion of the Year Three, the parties may agree to continue the pilot for the term of this Agreement. In Year One, the Pilot Program will be established in schools designated by the Committee. In Years Two and Three, the Pilot Program may be expanded to other appropriate schools as determined by the Committee.

### **Teacher Positions**

1. The following shall be the positions in the Remote Teacher Pilot. Only tenured teachers shall be eligible to apply for these positions.

a. *Central Remote Teacher*: Central Remote Teachers shall be assigned to a specific work site (e.g., school or DOE office) and all classes shall be taught from that work site. The teacher shall only provide remote instruction. No students shall be physically present before the Central Remote Teacher during remote instruction. Such Teachers shall not be assigned more than twenty five (25) teaching periods per week and may teach up to five (5) remote classes; however, the maximum number of distinct courses shall not exceed three (3). Teachers shall apply to a central posting for these positions.

b. *School Remote Teacher*: School Remote Teachers are teachers working from their home schools, who choose to apply, and are selected for, a posting for one or more remote

teaching class(es). No students shall be physically present before the School Remote Teacher during remote instruction. The School Remote Teacher's remaining classes within the home school shall be assigned in accordance with Article 7(A).

c. *Rotating Remote Teacher*: Rotating Remote Teachers shall provide a combination of remote instruction and in-person instruction. To do so, Rotating Remote Teachers shall report to more than one work site over the course of the week. However, Rotating Remote Teachers shall not be required to report to more than one work site in a given day. Such teachers shall not be assigned more than twenty five (25) teaching periods per week and may teach up to five (5) remote classes; however, the maximum number of distinct courses shall not exceed three (3). Teachers shall apply to a central posting for these positions.

d. *Open Remote Teacher*: Open Remote Teachers are teachers working from their home schools, who choose to apply, and are selected for, a school based posting for one or more remote teaching class(es). Open Remote Teachers shall simultaneously provide instruction to students physically present in their classrooms and students in up to two (2) remote classrooms. The Open Remote Teacher's remaining classes within the home school shall be assigned in accordance with Article 7(A).

2. **Onsite Staff Position**: Onsite staff shall be expected to provide appropriate oversight and partner with the Remote Teacher to support students in remote classrooms. Roles and Responsibilities for Onsite staff shall be determined by the Committee.

a. Onsite staff may be Teachers, Lead Teacher Assistants (LTAs) or Assistant Principals.

b. If an Assistant Principal is programmed to be the Onsite staff member, it must be a part of their daily schedule. Where there is (a) extraordinary circumstances or (b) the assistant principal is absent for the day, the principal must provide coverage for the assistant principal in a manner consistent with the applicable collective bargaining agreements and law, rules and regulations.

c. Except (i) in extraordinary circumstances or (ii) where the assistant principal is absent for the day, if an assistant principal fails to be present as the Onsite staff person and the concern is not resolved to the satisfaction of the Committee, then a Teacher or LTA shall be assigned as per the terms of this Pilot Program, and consistent with this Agreement.

### **General Provisions and Program Guidelines**

1. There shall be no more than three (3) school sites assigned per remote class.

2. There shall be no more than twenty-eight (28) students assigned per remote class.

3. Multiple schools on a campus may be considered one school solely for the purposes of this Pilot Program if the students are assigned to a single Onsite staff member in a single onsite classroom.

4. The implementation of this pilot will not result in the creation of an excessing condition in the same course as the Remote course offered in any school participating in the Pilot Program.

5. In order to participate in synchronous instruction, classes must be programmed with concurrent start and end times for each remote period class. All participating students and teachers shall be officially programmed for these courses during the school day. The remote teacher is the Teacher of Record for the course of study.

6. Under this Pilot Program, the Remote Teacher shall provide instruction while the Onsite Staff shall provide support and supervision to students in each remote location. Teachers interested in Remote Teaching positions shall apply to the official posting(s) created and agreed upon by the Committee. Onsite staff shall be selected by the principal via the Preference Sheet process. Both Remote Teachers and Onsite Staff shall be assigned remote teaching as their Professional Activity Assignment in order to perform the work related to their positions. When the Onsite Staff is an LTA, the LTA shall receive the equivalent of one daily preparation period for their participation this Pilot Program.

7. Remote Teachers shall not face discipline, receive a letter to file, nor be negatively rated for incidents of inappropriate non-digital student behavior at a remote site at which he/she is not physically present.

8. With respect to centrally posted remote teaching positions, such teachers have the right of return to their home schools at the end of each school year.

The above parameters apply to the aforementioned Remote teaching pilot and shall be considered non-precedential.

## **17. PROFESSIONAL ACTIVITIES MENU**

*Amend Article 7(A)(6)(a), 7(B)(8)(a), 7(C)(4)(g)(1) and 7(K)(2)(b)(3)(d) of the UFT-Board Collective Bargaining Agreement Covering Teachers to add at the end of each section:*

In addition to the activities listed above, the menu of activities to be offered to each teacher in an individual school may also include any other activity approved to be added to the list above in accordance with the School Based Option (SBO) process set forth in Article 8(B) of this Agreement. Such activity shall be assigned in accordance with the provisions of this section and Article 7(U).

*Amend the first sentence of Article 8(B) of the UFT-Board Collective Bargaining Agreement Covering Teachers as follows:*

The Union chapter in a school and the principal may agree to modify the existing provisions of this Agreement or Board regulations concerning class size, rotation of assignments/classes, teacher schedules, the menu of available professional activities and/or rotation of paid coverages for the entire school year.

## **18. REGENTS**

*Amend Article 8 of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements as follows:*

The UFT and the Board (“DOE”) shall meet every October and March, and more often as needed, to review and discuss procedures for Regents proctoring, scoring and scheduling, as well as any other aspects of Regents administration.

## **19. PROGRAMMING**

The UFT and the Board (“DOE”) shall establish a Joint Labor Management Committee, with an equal number of representatives appointed by the UFT President and the Chancellor, to review and discuss programming in schools.

## **20. K-8, K-12 AND 6-12 SCHOOLS - OPEN SCHOOL NIGHT/PARENT TEACHER CONFERENCES**

*Amend Article 6 of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements as follows:*

Open school nights and parent teacher conferences for K-12, 6-12 and K-8 schools will be scheduled on the DOE calendar in the same manner as open school nights and parent teacher conferences elementary, middle and/or high schools. These open school nights and parent teacher conferences may, but need not be, on the same day as middle and/or high school open school nights and parent teacher conferences.

## **21. PILOT WORKDAY**

*Amend Article 6(B)(1) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board Collective Bargaining Agreements as follows:*

Detailed below are the terms for pilot to occur during the 2014-2015 through 2018-2019 school years only. Should the parties wish to continue this model, they must agree in writing to do so by June 30, 2019. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 6A of the UFT-Board (“DOE”) collective bargaining agreement covering Teachers and the corresponding provision of the other UFT-DOE collective bargaining agreements.

*Amend the first paragraph of Article 6(B)(1)(d) of the UFT-Board Collective Bargaining Agreement Covering Teachers as follows:*

Appropriate Other Professional Work for any period of time, during these specified blocks, during which Parent Engagement and/or Professional Development activities are not taking place are: collaborative planning; Lesson Study; Inquiry and review of student work; Measures of

Student Learning ("MOSL") related work; IEP related work (excluding IEP meetings); work with or related to computer systems/data entry; preparing and grading student assessments; mentoring; as well as responsibilities related to teacher leader duties for all individuals in Teacher Leadership Positions. Teachers can choose from the listed activities over the course of the year. Other Professional Work should be self-directed by the teacher or paraprofessional from the menu of Activities. On an as needed basis principals can direct teachers or paraprofessionals to activities on the contractual list but this direction cannot be done on a regular basis and must be the exception rather than the rule. In addition to the activities listed here, a teacher or a group of teachers may propose additional activities that may include working with a student or students for any portion of the school year, which requires approval by the principal. In addition, as provided for in section b of this section B(1), an SDC may choose to also meet to continue its work during times when Other Professional Work is appropriate. The provisions of the stipulation of settlement in Case C21752 continue to apply.

The UFT and DOE agree that the current Paperwork Standard (Standard VJ) is amplified to include: that teacher's assignments during Other Professional Work shall not cause duplicative, unreasonable or unnecessary work and the parties also agree that these concerns shall be and are properly raised within the procedures set forth in Article 8 I of the collective bargaining agreement.

## **22. ABSENT TEACHER RESERVE**

### **I. Assignment of ATRs**

1. For purposes of this section I, 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.

2. This section I shall replace section II (assignment of ATRs) of the agreement entered into by the UFT and Board ("DOE") on June 1, 2017.

#### **3. Temporary Assignment**

a) Starting with the first day of school, ATRs will be given a temporary 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 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, as well as an ATR who is already in a long term assignment or who has already received such a temporary assignment in the school year.

b) The DOE shall not be required to send more than one (1) ATR at a time to a school per vacancy for a temporary assignment. These assignments will first be made within district and then within borough. ATRs shall also be given temporary 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 assignments only in the same borough, within their respective district, as the school to which they were previously assigned.

c) All temporary assignments for an ATR in BASIS will be within the same borough as the school to which they were previously assigned.

d) The DOE will send 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) to schools with vacancies, leaves, long term absence coverage, and other assignments within the division (i.e., Elementary, Middle, High School) to which they were assigned prior to entering the ATR pool.

e) It is understood that at any time after a temporary 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. It is understood that at any time after a temporary assignment is made, and a principal has not placed the ATR on the Table of Organization, an ATR shall be permitted to pursue a permanent assignment (a permanent “hire”) or provisional assignment (a “provisional hire”) at another school. If the ATR is offered a permanent position (a “hire”) or yearlong provisional assignment (a “provisional hire”) at another school, no release from the current principal will be required to allow the ATR to accept the position.

#### 4. Provisional Hire

If a provisionally assigned (“provisionally hired”) ATR is offered a permanent position (“hired”) at another school, no release from the current principal will be required to allow the ATR to accept the position.

### II. 4 x 4 AIS Model

The UFT and the Board (the “DOE”) agree to continue the “4 x 4” pilot program on the same terms as set forth in Appendix C and using the existing posting. The UFT and DOE will meet no later than October 15th of each year (or earlier if the parties agree) to jointly agree on the middle schools where the 4x4 program will operate based on the availability of ATRs, the need for this program and the collaborative culture of the school. The position will be posted on November 1st (or earlier if the parties agree). The UFT and DOE will jointly design and implement informational and professional development sessions for potential applicants and those selected for the position.

### III. Hard to Staff Differential

ATRs shall be treated consistently with all other UFT-represented employees of the same title and, so long as they have served one term in the school, shall be eligible for the hard to staff differential set forth in Article 8(O) of the UFT-Board Agreement Covering Teachers and the corresponding provisions of the other UFT-Board agreements, pro-rated for the length of time serving in the position.

**IV. Average Salary Calculation**

Commencing in the 2018-2019 school years, ATRs permanently “hired” will not have their salary counted in the average teacher salary calculations. This practice will sunset on the last date this contract is set to expire unless both the UFT and DOE agree to extend it.

To the extent that the provisions of this section 22 conflict with the provisions of the Memorandum of Agreement dated June 27, 2011, the ATR agreement dated Sept 6, 2012, the ATR agreement dated June 1, 2017, or any provision of Article 17, Rule 11 B of the UFT-DOE Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-DOE collective bargaining agreements or with other current agreements between the DOE and UFT, the provisions above shall govern.

**23. PRE-SERVICE STAFF DEVELOPMENT AND SCREENING**

*Amend Article 8(G)(1) of the UFT-Board Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements as follows:*

▫ A. Pre-service Staff Development

1. Teachers and other pedagogical employees hired (or conditionally hired) will be required to report for up to four (4) days of mandatory pre-service staff development, except as set forth in 4 below. Such pre-service training shall take place on work days, no earlier than two weeks immediately prior to the first day teachers are otherwise required to report pursuant to Article 6 of the UFT –Board Collective Bargaining Agreement Covering Teachers and the and the corresponding provisions of the other UFT-Board collective bargaining agreements covering pedagogical employees and no later than the workday immediately prior to the first day teachers are otherwise required to report. Individuals who have three years of experience in the last five years as a full time pedagogical employee of the Board (DOE) shall be exempt from this requirement.

2. Each day of pre-service staff development shall be six hours exclusive of a fifty minute lunch period. There shall be an expense stipend paid to participants for each day at the rate per day set forth below:

Effective June 16, 2018.....	\$48.01
Effective February 14, 2019.....	\$48.97
Effective May 14, 2020.....	\$50.19
Effective May 14, 2021.....	\$51.70

3. The content and design of the staff development during these up to four days shall be developed collaboratively by the Union and the Board but shall include, but not necessarily be limited to:

a. A review of relevant Chancellor’s Regulations, including but not limited to those related to corporal punishment, verbal abuse, behavior crisis and student discipline;



b. Anti-discrimination, anti-harassment and anti-retaliation training;

c. Building appropriate teacher-student relationships, including understanding boundaries, use of social media/communications (consistent with the UFT-DOE agreed social media guidance), and building positive relationships; and

d. A reasonable amount of time during this staff development will be set aside for a representative of the union designated by the president of the UFT to meet with participants without any agent of the DOE present.

4. Individuals who cannot attend the mandatory pre-service staff development due to the timing of their offer/hiring or special circumstances will complete an equivalent training of up to two days (six hours exclusive of a fifty minute lunch period) (or equivalent of time) to be scheduled outside of regular work hours, except in cases where it can be demonstrated that special circumstances prevented the employee from completing the staff development required by this paragraph. Whether special circumstances prevented an employee from completing this staff development, shall be subject to the grievance procedure, including binding arbitration. The content of the staff development during these up to two days shall be developed collaboratively by the Union and the Board but shall include, but not necessarily be limited to the content listed in 3(a)-(d) above. Employees shall be paid at the rate set forth in paragraph 2 for the first day and the hourly rate set forth in Article 3(B) of this Agreement for the second day.

B. 1. The Board (DOE) intends to implement, consistent with applicable law, a valid process for the screening of individuals to determine their suitability for employment that is job related and consistent with the DOE's business necessity. Such screening may be administered after an offer of an employment is made, but prior to beginning employment. The parties expect that for a significant majority of people, such hiring and screening shall be completed prior to the first day of work and the DOE will do so to maximum extent possible.

2. However, in light of the unique nature of hiring of teachers and other educational employees, which, in limited circumstances, necessitates hiring individuals immediately before or, in some cases after, the start of the school, the UFT agrees, for UFT-represented individuals, subject to applicable law, to the following:

Once the DOE has developed the screening, it may conditionally hire an individual subject to the individual passing the screening. However, if an individual is hired before the start of school (and it is not possible to complete the screening prior to the individual's first day of work) or the individual is hired during the school year, the individual may be hired conditionally and work until February 1<sup>st</sup> or five (5) months after the individual is conditionally hired, whichever is later. If, and only if, the DOE administers the screening process to the individual during this period and the individual does not successfully complete the screening, the DOE may revoke the offer of employment, in which case the individual will be paid for the days worked. After the later of February 1<sup>st</sup> or five (5) months after the individual is conditionally hired the hiring will no longer be conditional.

## **24. PSYCHOLOGISTS AND SOCIAL WORKERS**

### **Limitations on Per Session Employment**

The maximum number of hours of per session work permitted during a per session school year shall be four hundred (400) hours per individual for both School Social Workers and School Psychologists.

### **Rating Sheets for Social Workers**

The UFT and the Board ("DOE") shall establish a Joint Labor Management Committee, consisting of an equal number of UFT and DOE representatives, to review and discuss the creation of a citywide standardized annual performance review form (rating-sheet).

### **SEGIS Work**

The UFT and the DOE shall meet to jointly update the SEGIS menu to include all State-required documents.

### **Psychologist Intern Program**

The UFT and the DOE agree to the creation of an unpaid one year internship program in order to provide school psychologists with field-based experience in the areas of assessment, counseling, consultation and intervention. The parties agree to the creation of a posted position of volunteer mentor and shall jointly determine the duties for this position. Each volunteer mentor shall work with one intern per semester. The volunteer intern will not perform any of the functions or responsibilities in lieu of a licensed School Psychologist and shall be under the direct supervision of the volunteer mentor. Volunteer mentors will not be evaluated based on duties associated with their mentoring. The decision to choose certain individual(s) from those who apply to be the volunteer mentor shall not be grievable and no School Psychologist shall be made a volunteer mentor unless he/she applies to the posted position.

Mentor Psychologists shall receive credit vouchers toward graduate programs from participating schools/universities/institutions in partnership with the DOE.

## **25. GUIDANCE COUNSELORS**

### **Home Visits**

The UFT and the DOE shall establish a Joint Labor Management Committee to review and discuss home visits (Article 6B) for Guidance Counselors, including, but not limited to, utilization, assignment, protocols and procedures. The Labor Management Committee shall consist of an equal number of UFT and DOE representatives.

### **Last Two Days of the School Year**

The DOE, in consultation with the UFT, shall advise principals of the appropriate assignments and duties for Guidance Counselors during the last two days of the work year.

## **26. SINGLE SHEPHERD**

*Amend the UFT-Board collective bargaining agreements covering Psychologists and Social Workers and Guidance Counselors to provide:*

### **Single Shepherd**

1. Message: The Board (“Department”) will issue a message to all principals of schools to which Single Shepherds are assigned reminding principals of (1) the Single Shepherd role; and (2) his/her obligation to provide appropriate space/materials for Single Shepherds.

2. Joint Oversight Committee: There shall be a Joint Oversight Committee comprised of three representatives appointed by the President of the UFT and three representatives appointed by the Chancellor. The Joint Oversight Committee shall meet no less than once each term and as needed. The first meeting of the Joint Oversight Committee shall be within thirty (30) days of the ratification of this Agreement. The Joint Oversight Committee shall create the procedures and protocols for home visits by Single Shepherds. The Joint Oversight Committee shall discuss systemic and/or significant issues related to the Single Shepherd program, including, but not limited to, the following: (i) any updates and/or changes to both central Department and principal supervision of Single Shepherds; (ii) ensuring that Shepherds are evaluated consistent with this Agreement and applicable law, in addition to any right that an individual or the Union may have to file a grievance or appeal; (iii) progress towards meeting programmatic goals/objectives.

3. Notice: The Department will provide Single Shepherds with a minimum of thirty calendar days advance notice prior to such Shepherd being required to work, consistent with this Agreement, during the winter or spring breaks.

4. Monthly Consultation: The monthly consultations required by Article 13G of the UFT-Department Agreement covering Psychologists and Social Workers and Article 13E of the UFT-Department Agreement covering Guidance Counselors will include both the chapter leader for the guidance counselor chapter and the psychologist and social worker chapter.

## **27. SPEECH THERAPISTS**

### **Addition of Speech Language Pathologist Title**

*Amend the third paragraph of Article One of the UFT-Board Collective Bargaining Agreement Covering Teachers as per below to include the “Speech Language Pathologist” title and make corresponding changes to the remainder of the Agreement:*

Teachers of early childhood classes; teachers in the elementary schools; teachers in intermediate schools; teachers in junior high schools; teachers in day academic and day vocational high schools; teachers of health conservation classes; teachers of homebound children; teachers of visually handicapped children; teachers of children with retarded mental development; teachers of speech improvement; speech language pathologists; teachers in schools for the deaf; teachers in special day schools, day treatment centers or institutional settings; teachers in adult education appointed to fulltime service under licenses issued pursuant to

Section 401 of the Board of Education by-laws; teachers in occupational training centers; and all other teachers employed by the Board including all those employed in non-public schools. The term “certain education administrators” (herein referred to as “education administrators”) comprises all non-supervisory education administrators at Level I.

### **Vacancy List**

The Board shall provide the UFT with a vacancy list, twice annually on October 1 and March 1, or the next business day thereafter.

### **SEGIS, Parent-Engagement and the Blended Model**

The parties shall establish a Labor Management Committee to discuss the following issues related to teachers of speech improvement/speech language pathologists: i) modifying the configuration of the 155 minutes designated for Professional Development, Other Professional Work, Parent Engagement for SEGIS-related work; ii) creating time for them to engage in parent engagement, and iii) improving implementation of the blended-learning model in the classroom. The parties shall convene within thirty (30) days of ratification of this Agreement, and on a monthly basis thereafter.

## **28. PARAPROFESSIONAL SUMMER WORK**

*Amend the UFT-Board Collective Bargaining Agreement Covering Paraprofessionals and the corresponding provisions of the other UFT-Board collective bargaining agreements covering non-pedagogues as follows:*

Notwithstanding any provision of this Agreement to the contrary, where a paraprofessional is assigned during the school year to a student who is not eligible for Chapter 683 but has either an IEP that provides for the student to be assigned a paraprofessional over the summer or an IEP during the school year that provides the student will be assigned a paraprofessional for health reasons, and that student attends school during the summer recess, the following shall apply: if the paraprofessional applies to work summer school per session and the paraprofessional wants to have the same student assigned to him/her during the summer as he/she has during the school year, then the paraprofessional may be assigned to that student during the summer. Except as specifically modified herein, the provisions of Articles 8 of this Agreement (and any other applicable clause of this Agreement) shall otherwise continue to apply.

## **29. SECRETARIES**

### **Tuition Reimbursement**

Upon providing evidence of successful completion (i.e. with a passing grade) of the two credit School Records and Accounts Course, the Board (“DOE”) shall provide tuition reimbursement at the City University of New York (CUNY) rate to secretaries for the cost of such Course.

## **Vacancy List**

The Board shall provide the UFT with a list of all secretary vacancies, twice annually on October 1 and March 1, or the next business day thereafter.

## **Staff Development**

The UFT and Board ("DOE") will establish a labor management committee consisting of equal numbers of members to plan to provide training for school secretaries in current DOE systems, new systems as they are released and other matters as determined by the committee. Such training can be in person or on line. As necessary and appropriate, the DOE will have representatives of the DOE offices of Human Resources, Financial Operations or Field Support Services (or their equivalent offices) attend. The committee will meet monthly as part of the monthly consultation meeting.

## **30. NURSES**

### **Professional Development**

The Board ("DOE") may utilize time during the regular work year and work day (e.g., clerical half days, high school scoring days, and afternoon parent teacher conferences) for professional development. The Department will consult with the nurse chapter on the professional development and its implementation.

### **CPR**

In consultation with the nurse chapter, the DOE shall create a schedule for CPR training/renewal and schedule CPR training during designated professional development days or on days that shall be approved as non-attendance days.

### **Head Nurse**

The Board ("DOE") shall reinstate and fill the Head Nurse Position in accordance with this Agreement and applicable law.

## **31. SUPERVISORS OF NURSES AND THERAPISTS**

The Board ("DOE") shall request that the Department of Citywide Administrative Services (DCAS) administer civil service exams for supervisors of therapists on a regular basis. In the event that the DOE asks DCAS to create a new level in the Supervisor of Nurses, Supervisor of Therapists, or related titles, the DOE will so inform the UFT and collaborate with them on this proposal.

### **32. TEACHERS ASSIGNED**

*Article 11(I)(D)(1) of the UFT-Board Collective Bargaining Agreement Covering Teachers shall be amended as follows:*

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. Any teacher assigned required to work during the Christmas or Easter recess shall be provided with written notification of that assignment 30 calendar days prior to the last work day prior to the recess, absent extraordinary circumstances.

### **33. ATTENDANCE TEACHERS**

*Add the following to the UFT-Board Collective Bargaining Agreement Covering Attendance Teachers:*

#### **Per Session**

#### **Working Conditions**

##### **1. Sick Leave**

Attendance teachers employed on a regular basis in per session activities will be granted sick leave with pay for absence from duty due to personal illness as follows:

a. One session during each month of service, or two sessions during the month of August, will be granted to those employed in summer day high schools, summer evening high schools, summer junior high schools, summer special day schools, day treatment centers, and institutional settings; summer day elementary schools, summer evening elementary schools for adults, and vacation day camps.

b. One session after each period of 20 sessions of service will be granted to those employed in evening high and trade schools, after school centers, evening community and youth and adult centers, adult education classes, and the special after school instructional help program.

c. Applications for excuse with pay for absence due to personal illness must be accompanied by a certificate of a physician, except that attendance teachers in summer activities shall be granted refunds for illness on application without a statement from a physician for no more than one session per summer.

d. Such sick leave shall not be cumulative from one school year to another school year nor from one per session activity to another per session activity, but shall be transferred to the attendance teacher's regular cumulative absence reserve.

## 2. Retention

Prior service shall govern in the retention of per session attendance teachers employed on a regular basis in per session activities as follows:

a. Attendance teachers with at least two years of continuous satisfactory service in a particular activity shall have priority for retention in the same activity for the following school year. Attendance teachers with retention rights in an activity will not lose those rights if their service is interrupted for a period of not more than one year because of sick leave without pay or involuntary change of day school session, or sabbatical leave. Such attendance teachers must return to service in the same activity at the first reorganization of the activity following the interruption of their service for the reasons stated above.

b. Attendance teachers who have been granted priority for retention in one per session activity shall not be granted such priority for any other per session activity.

c. Attendance teachers will be permitted to serve in more than one per session activity only if no other qualified applicants are available. The Union shall be given a list of per session positions which are held by attendance teachers who have no retention rights in those positions and who are serving in more than one per session activity. Per session activities of 25 hours or less and certain other activities as mutually agreed between the Board and the Union are not counted when determining the number of per session activities served in.

d. No attendance teacher who had retention rights in a per session activity on September 1, 1969, shall be displaced by reason of the Chancellor's determining that thereafter the position need not be held by a teacher. During the period he/she remains employed in that per session position, the incumbent having retention rights as of September 1, 1969, shall be paid at the attendance teacher compensation rate prescribed in this Agreement.

e. If a per session position occupied by an attendance teacher is terminated and is subsequently restored within the period of six months, the restored position shall be offered to its last attendance teacher incumbent before any other person is employed to fill it.

f. An attendance teacher with retention rights who is promoted to attendance teacher in charge shall not lose his/her retention rights as an attendance teacher in the activity in the event that he/she receives an unsatisfactory rating as attendance teacher in charge.

## 3. Appeals from Unsatisfactory Ratings

Per session attendance teachers who receive unsatisfactory ratings shall be entitled to the review procedures before the Chancellor as prescribed in Section 5.3.4 of the by-laws of the Board of Education.

## 4. Selection of New Per Session Attendance Teachers

a. Selections for evening high schools, summer day high schools, and summer evening high schools will be made centrally in order of seniority within the system from applicants in the following order of priority: regularly appointed attendance teachers in license,

regular substitute attendance teachers in license, regularly appointed attendance teachers out-of-license subject, and regular substitute attendance teachers out-of-license with prior experience in the out-of-license subject.

b. In summer junior high schools, priority will be given to applicants serving in Title I schools. Selection will be made centrally in order of seniority within the system from applicants in the following order of priority: regularly appointed attendance teachers in license, regular substitute attendance teachers in license, regularly appointed attendance teachers out-of-license with prior experience in the out-of-license subject and regular substitute attendance teachers out-of-license with prior experience in the out-of-license subject.

c. For junior high school after school study centers (tutorial), selection will be made by the same method except that it will not operate system-wide.

d. For summer day elementary schools and elementary school study centers, selection will be made according to seniority with two exceptions: (i) priority will be given to qualified attendance teachers in Title I schools; (ii) not more than 10 percent of the positions may be filled from applicants who, in the principal's judgment, possess special qualifications, except that this 10 percent limitation shall not apply to attendance teachers who have retention rights in another per session position.

e. For vacation day camps, selection will be made in the following order of priority: (i) classroom attendance teachers with vacation day camp license who have served previously in vacation day camps; (ii) classroom attendance teachers with vacation day camp license who have not served previously in vacation day camps.

f. For high school after school study centers (tutorial) selection will be made by the same method as provided in 4-a above, except that it will not operate system-wide.

g. Applicants for per session employment who are not employed in the Board's regular day school program or adult education program shall be considered for selection only if no qualified day school attendance teacher or adult education employee is available.

#### 5. Evening High School Non-Teaching Assignments

In evening high schools, assignments to positions for which there is a compensatory time allowance shall be made in accordance with the same procedures as are provided for such assignments in the day high schools in Article Seven of the collective bargaining covering teachers.

#### 6. Reduction in Per Session Positions

If the number of per session positions in an activity is reduced, attendance teachers will be released on the basis of least seniority in the activity. If positions are subsequently restored within a year in the per session activity attendance teachers shall be reemployed on the basis of seniority.



7. Teacher Files

The procedures of Article 15A entitled "Attendance Teacher Files"; shall apply to attendance teacher files maintained for their per session employment.

8. Sabbatical Leave

Attendance teachers whose sabbatical leave begins August 1 will complete the per session activity in which they are serving, but may not return to the activity until the summer following completion of the sabbatical.

Consultation

The head of each per session activity, or his/her representative, and the Union committee for the activity shall meet once each term in non-working hours to consult on matters of policy involving the professional interests of the per session attendance teachers and on questions relating to the implementation of this Agreement.

Definitions

The following are per session activities within the meaning of this Article: vacation day camps; after school centers; evening community and youth and adult centers; evening elementary schools for adults; summer evening elementary schools for adults; fundamental adult education day classes; summer day high schools; summer evening high schools; summer junior high schools; summer special day schools; day treatment centers; institutional settings; summer day elementary schools; evening high and trade schools; the special after-school instructional help program; and extra-curricular athletic and non-athletic programs in day academic and vocational high schools, day junior high schools and special day schools, day treatment centers and institutional settings; and the suspension summer program.

**Professional Development**

In accordance with this Agreement, the parties will continue to meet on a monthly basis and will discuss ways to standardize professional development for attendance teachers.

**34. COACHES**

Article 15(B)(1) of the UFT-Board Collective Bargaining Agreement Covering Teachers shall be amended as follows:

1. The "Schedule of Maximum Number of Sessions (School Year)" shall be amended to increase the maximum number of sessions for each activity by 1.
2. Sessions shall be computed as follows:

An afternoon of coaching football.....	2 sessions
An afternoon of coaching (exclusive of football).....	1 session
A regularly scheduled football game or track meet.....	3 sessions

A regularly scheduled game of basketball or baseball; cross country, soccer, swimming meet, handball, fencing, bowling, tennis, golf, wrestling or other regularly scheduled game for the activities listed above..... 2.5 sessions

(A session is defined as two (2) clock hours beyond the school day)

**35. LIBRARIANS**

The “New York City Department of Education Library Staffing Plan”, signed by representatives of the UFT and Board on or about April 12, 2017, is continued and incorporated herein by reference.

**36. OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS**

**Right to Return to Workplace**

*Amend Article Ten of the UFT-Board Collective Bargaining Agreement Covering Physical and Occupational Therapists as follows:*

**ARTICLE TEN  
LEAVE WITHOUT PAY**

A. Leave Without Pay for Study. A leave of absence without pay for study not to exceed one year to upgrade the employee’s professional knowledge and skills shall be granted after a minimum of three years of full-time, paid service at the Board of Education provided an appropriate replacement is available.

B. Return from Leave. Occupational and Physical Therapists who return from a leave of one year or less shall be returned to the school or facility where they served at the time of the leave, in accordance with seniority, if the following occurs: (1) for leaves that are more than sixty (60) calendar days, but one year or less, the Occupational and Physical Therapists shall provide sixty (60) calendar days’ notice prior to return from leave; (2) for leaves that are more than thirty (30) days, but sixty (60) days or less, the Occupational and Physical Therapists shall provide fifteen (15) calendar days’ notice prior to return from leave; and (3) for leaves of thirty (30) days or less, the Occupational and Physical Therapists shall provide five (5) calendar days’ notice before the end of leave. The return date specified in the Occupational or Physical Therapist’s application for leave on SOLAS shall constitute sufficient notice, unless the DOE informs the Occupational and Physical Therapists at the time of application that another reasonable method for providing the notice is required. The return shall be effectuated at the next reorganization unless an earlier return is permitted.

## **Include Indemnification Language from 2016 SLP SESIS Agreement**

*Create a new article of the UFT-Board Collective Bargaining Agreement Covering Physical and Occupational Therapists as follows:*

The City and Board (“DOE”, “NYCDOE” or “Department of Education”) hereby agree that those individuals who are providing the use of their NYS SLP, NPI, and Medicaid Billing or Non-Billing identification number, completing referrals, evaluations (including reevaluations), and Encounter Attendance session notes, and delivering "medically necessary services" are doing so as part of their normal duties and responsibilities as employees of the Department of Education in order to allow the City and the DOE to submit a claim for Medicaid reimbursement and is therefore within the scope of their public employment. Upon the employee's request, the City will provide for legal representation of such employees and indemnification for any judgment, decision, determination, order or disposition (including but not limited to a settlement agreement as approved by New York City Corporation Counsel pursuant to its normal procedures) to such employees as a result of administrative or legal proceedings that arise in connection with the DOE/City submitting a claim for Medicaid reimbursement provided that the employee was acting in the scope of his or her public employment; in the discharge of the employee's duties, was not in violation of any federal, state or City rule or regulation and was in acting in accordance with applicable policies of the City and the DOE.

All employees shall be provided with Medicaid compliance training during the regular work day and all compliance concerns shall be reported in a manner consistent with the NYCDOE Medicaid Compliance plan. Any employee of the DOE who reports such information may do so anonymously. No employee will be subject to retaliation, administrative disciplinary proceedings, a letter to file, or be discontinued for reporting in accordance with the NYCDOE Medicaid Compliance plan or refusing to take any action that the NYCDOE Medicaid Compliance Officer or other agency or officer authorized to receive reports has agreed is a violation of federal, state and city law or regulations. The provisions of this Article shall be in addition to any rights and/or remedies an employee may have pursuant to the law.

### **37. LAB SPECIALISTS**

#### **Lab Specialist – Certificate of Fitness**

All lab specialists shall be required to obtain an FDNY Certificate of Fitness (“COF”). The COF shall be consistent with the duties of a lab specialist and chemical laboratories in schools. The COF application and examination shall be completed during the contractual work day. If any application/testing fees are incurred by the laboratory specialist in obtaining such COF, the Board (“DOE”) shall reimburse the laboratory specialist for the fees.

#### **Labor Management Committee**

The UFT and the Board (“DOE”) shall create a Joint Labor Management Committee, consisting of an equal number of UFT and DOE representatives, to discuss and review Laboratory Specialists and Laboratory Technicians certification requirements (Article 5) and transfers and staffing (Article 12).

### **38. DIRECTORS OF ALCOHOL/SUBSTANCE ABUSE**

Directors of Alcohol/Substance Abuse shall be reimbursed for attendance at mandated conferences held outside of the contractual day. This reimbursement shall be in the form of compensatory time which must be used by August 31<sup>st</sup>.

### **39. NON-PUBLIC SCHOOLS**

Teachers excessed from the non-public school program will be excessed to the district/high school superintendency of their assigned public school.

### **40. TEACHERS OF THE HOMEBOUND**

#### **Chapter Meetings**

*Add the following language as the second paragraph of Article 19(G) of the UFT-Board Collective Bargaining Agreement Covering Teachers:*

For teachers of the homebound, such meetings may also be held either before the start of or after the end of monthly supervisory meetings, provided that the chapter meeting must be held outside the workday. Space shall be provided by the Board at the site of the monthly supervisory meeting.”

#### **Consultation Meetings**

*Amend Article 19(H) of the UFT-Board Collective Bargaining Agreement Covering Teachers to include the following language as a new subsection 9:*

9. The teachers of the homebound chapter and the supervisor(s) of the homebound shall meet once per month during the school year to consult on matters of teachers of the homebound policy and on matters relating to the administration of this Agreement.

### **41. SUPERVISORS OF SCHOOL SECURITY**

The New York City Police Department (NYPD) shall provide every supervisor of school security with a locker at either their assigned borough command or within their area of assignment. The NYPD will make a good faith effort to place their lockers within a Board (“Department of Education” or “DOE”) facility. The NYPD will also engage the DOE in good faith to provide all supervisors of school security with access to their lockers prior to and after their tour. Time spent in the locker location prior to and after their tour shall not be part of the workday and is non-compensable.

The New York City Police Department (NYPD) and the United Federation of Teachers (UFT) shall establish a joint labor management committee to discuss paperwork issues and potential recommendations. In advance of the meeting, the UFT shall advise the NYPD what forms they want to discuss. Such committee shall meet on a monthly basis following the regular safety consultation meetings.

#### **42. PER DIEM SUBSTITUTES**

The DOE and UFT will jointly create guidance for schools on best practices for working with substitute teachers that the DOE will share with principals.

#### **43. SITE COORDINATORS**

The Board (“DOE”) will provide four hours per month of per session for all pre-K site coordinators in pre-K center programs. Nothing herein precludes the DOE from utilizing supervisors to fulfill this role as part of their overall supervisory responsibilities.

#### **44. GRIEVANCE AND ARBITRATION**

##### **Timely Decisions**

*The following language will be added to Article 22(B)(1)(b) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements:*

Within 30 days of the ratification of this Agreement, the Union will provide the Board (“DOE”) with a list of grievances that have not yet been arbitrated for which a Chancellor’s level decision was due on or before the date of ratification and for which, according to the Union, a timely Chancellor’s level decision was not issued. The parties will meet within three weeks after receipt of the list to discuss any disputes as to which grievances a timely Chancellor’s level decision was not issued. On a rolling basis, the DOE will respond to the list indicating whether it agrees a timely decision was not issued for each grievance and, if it does not agree, the specific reason for its position. No less than one week before the meeting, the DOE will provide a response to all cases identified on the UFT’s list. The Union shall have the right to proceed to expedited arbitration pursuant to AAA case no. 13- 390 02836 06 on any and all cases the parties agree are “late”. The arbitration hearing dates for late cases will not count towards any limit on the number of arbitration days set forth in this Agreement. Should the parties disagree as to whether a timely decision was issued in any case(s), the Union may proceed to arbitration to determine whether a timely Chancellor’s level decision was issued in that case (or those cases) and such arbitration(s) will not count towards any limit on the number of arbitration days set forth in this Agreement.

The goal of the Parties is to adjudicate all of the late cases, identified per the previous paragraph, during the 2018-19 school year. The Parties will meet to ascertain the number of additional arbitration dates that will be needed to satisfy this goal. In the event that all of the late cases, as determined above, cannot be adjudicated within the 2018-19 school year, the parties will meet in June of 2019 to determine a sufficient number of arbitration dates in the 2019-20 school year to schedule all of the outstanding late cases as expeditiously as possible. The parties will jointly request that the Arbitrators on the contractual panel provide additional dates during the 2018 – 2019 and if necessary, the 2019-2020 school year to ensure that all late cases at the time of ratification are adjudicated.

*The provisions of Article 22(B)(1)(b) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements shall be modified to reflect the following:*

For any case for which the Chancellor's decision is due after the date of ratification of this Agreement, the Union shall have the right to proceed to expedited arbitration pursuant to AAA case no. 13- 390 02836 06 on any and all cases where a Chancellor's level decision is not issued within 48 school days after receiving the appeal. The parties will jointly request that the Arbitrators on the contractual panel provide additional dates to adjudicate these cases expeditiously.

All Chancellors' level decisions regarding termination decisions shall be issued within 48 school days of receiving the appeal. All Chancellors' level decisions regarding Union-Initiated Grievances shall be issued within 48 school days of the Union's request for a grievance conference. If a Chancellor's level decision is not issued within the 48 school day deadline, the case may proceed to non-expedited arbitration and the hearing date(s) will not count towards any limit on the number of arbitration days set forth in this Agreement. It is understood that the DOE will provide the Union with a position statement consistent with the timelines set forth in AAA case no. 13- 390 02836 06 and appropriate to the nature of these cases.

#### **Resolution of concerns and issues regarding the grievance and arbitration processes**

*The following language will be added to Article 22(B) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements:*

Within 30 days of ratification of this Agreement and at the beginning of each school year, the Director of the UFT Grievance and Arbitration Department and the Director of the DOE Office of Labor Relations (the "Directors") shall meet with Martin F. Scheinman or the agreed upon mediator/arbitrator to discuss the major concerns and develop a mutually agreed upon process for resolving these matters. Thereafter, the Directors shall meet at least once per month to attempt to resolve any concerns and issues regarding the grievance and arbitration processes. The Directors shall meet with Mr. Scheinman or another mutually agreed upon mediator/arbitrator during the school year to resolve disputes/concerns they are unable to resolve.

#### **Calendar**

*The following language will be added to Article 22(C) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the corresponding provisions of the other UFT-Board collective bargaining agreements:*

The Union will provide the American Arbitration Association and the Board of Education with a proposed calendar of cases for a given month within 30 days of the first of that month. The Board of Education will notify the American Arbitration Association and the Union of any scheduling concerns within 2 business days of said notice.

## **Expedited arbitration for salary, religious observance and Lodi claims**

*Add to Article 22 of the UFT-Board Collective Bargaining Agreement Covering Teachers and to the corresponding articles in the other UFT-Board collective bargaining agreements:*

All grievances related to salary matters, religious observance days and administrative bars for line of duty claims are eligible for expedited arbitration as set forth below after a step 2 decision has been issued or if the Chancellor has not issued a Step 2 decision within the time required by this Agreement.

1. The Union shall give the Board ("Department") twenty (20) school days written notice of the grievances it intends to take to expedited arbitration. If the Chancellor has not issued a Step 2 decision, the Department shall provide the UFT with a written statement of its position within ten (10) school days of its receipt of a notice to arbitrate pursuant to this paragraph.

2. The Union may present up to five (5) grievances per arbitration date.

3. The parties shall be represented at these hearings by advocates designated by the parties.

4. The Union and the Department shall each have thirty (30) minutes to present their respective cases. The arbitrator shall have discretion to extend this time limit.

5. The parties may submit documents in support of their respective positions and prior decisions to the arbitrator for his/her review.

6. The arbitrator may inquire into all matters at issue if necessary to develop a full and complete record. This time shall not count towards either the Union or Department's thirty (30) minutes.

7. Testimony in these proceedings shall be limited to the issues in dispute.

8. The arbitrator shall issue an award within ten (10) school days of the completion of the arbitration hearing. The award shall be accompanied by an opinion setting forth a brief rationale for the decision. The award shall be non-precedential. If requested by the parties, the award may be transmitted by facsimile directly to them.

9. If either party, prior to the issuance of an award, decides that a particular grievance may have precedential value, it shall be referred to a precedential arbitration, which shall be held in accordance with Article 22(C) of the UFT-DOE Collective Bargaining Agreement covering Teachers and the corresponding articles of the other UFT-DOE collective bargaining agreements (without any modifications provided for in 2-8 above).

## **Paraprofessionals and Non-Pedagogues Grievance and Personnel Folders**

*Amend Article 22(C) of the UFT-Board Collective Bargaining Agreement Covering Paraprofessionals and the corresponding provisions of the other UFT-Board collective bargaining agreements covering non-pedagogues as follows:*

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board of Education may present such complaint to the head of the school within thirty school days after the employee has knowledge of the act or condition which is the basis of the complaint.

Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure does not apply to complaints concerning discharge, except as set forth in Article Twenty-Three. If a group of employees has the same complaint, a member of the group may present the grievance in the group's behalf under this procedure.

The Union has the right to initiate or appeal a grievance involving an alleged violation of any term of this Agreement. Such grievance shall be initiated with the appropriate Board official.

Complaints against supervisors will be considered in an expeditious manner in accordance with the procedures set forth in Article 23 (Special Complaints) of the UFT-Board agreement covering teachers.

Following is the procedure for presentation and adjustment of grievances, except that salary and leave grievances shall be initiated by the Union to the Division of Human Resources at Step 2 of this procedure and the decision shall be treated as a decision of the Chancellor:

### School Level (Step 1)

Any employee within the bargaining unit may, either orally or in writing, present a grievance to the head of the school within thirty school days after the employee has knowledge of the act or condition which is the basis of the complaint. A grievance which is presented in writing shall set forth specifically the act or condition and the grounds on which the grievance is based, the contractual provision which is alleged to have been violated and the remedy sought. A Step 1 Grievance Form such as the one set forth in Appendix C in the collective bargaining agreement covering Teachers shall be used, but failure to use the form will not result in forfeiture of the grievance. A grievance which is technically flawed at Step 1 may be promptly amended or refiled without regard to the stated time limitations.

The employee and the head of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or he/she may be represented by a Union representative or by any paraprofessional (or in the case of other non-pedagogues, an employee in the same title) of his/her choice in the school; but where the employee is represented he/she must be present. The



Union representative shall be the chapter leader or his/her alternate in the school or, where there is no Union member in the school, any other designated Union representative.

Whenever a grievance presented to the head of the school by the employee personally or through a personal representative would involve the application or interpretation of the terms of this Agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he/she shall give the chapter leader or his/her alternate in the school the opportunity to be present and state the views of the Union, except that, where there is no Union member in the school, the Union may be represented by any other designated Union representative.

The head of the school shall communicate his/her decision to the aggrieved employee and to his/her representative and to any Union representative who participated in this step within five school days after receiving the complaint. Where the grievance has been presented in writing, the decision shall be in writing and the decision shall include supporting reasons in response to the information supplied by the grievant on the Step 1 Grievance Form or its equivalent.

#### Chancellor Level (Step 2)

If the grievance is not resolved at Step 1 the Union may appeal from the decision at Step 1 to the Chancellor addressed to the attention of the Deputy Executive Director, Office of Labor Relations and Collective Bargaining within 15 school days after the Step 1 decision was given to the employee. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 1. It shall also state the name of the employee's Union representative.

The Chancellor or his/her designated representative shall meet and confer with the Union representative and the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The Union representative and the aggrieved employee shall be given at least two school days' notice of the conference and an opportunity to be heard. The Union representative may be the representative at Step 1 or a representative designated by the Union grievance department, or both.

Notice of the conference shall also be given to the head of the school. The head of the school will be expected to attend the conference or to have a suitable representative present at the conference in order to promote resolution of the grievance or, if resolution is not possible, to provide the necessary information for a fair determination of the grievance.

The Chancellor shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and to the Union representative who participated in this step, within 48 school days after receiving the appeal.

The head of the school shall also receive a copy of the decision at this step. The Union shall receive a copy of any decision at this step.

## Representation

At each step, the employee may be accompanied by a Union representative. At Step 1, the Union representative shall be the chapter leader at the school. At Step 2 the Union representative shall be a Union staff representative.

## Conferences and Decisions

At each step of this grievance procedure, a conference shall be arranged by the Board representative, or his/her designee, with the aggrieved employee and his/her representative, if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, employees who participate shall be excused with pay for that purpose.

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conference held under this procedure. If the grievance is not resolved at the conference, then a decision must be rendered by the Board representative. The decision at each step should be communicated to the aggrieved employee and his/her representative within the following time limits:

1. At Step 1, within five school days after the grievance is initiated;
2. At Step 2, within twenty school days after the appeal is received;

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1 or 2, the Union may appeal the grievance to the next higher step.

## Special Procedures for Grievances Relating to Salary and Leave Matters

Any grievance relating to salary and leave matters shall be filed by the Union directly with the Executive Director of the Division of Human Resources. In such cases, the provisions of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the Executive Director except that (1) the grievance shall be filed within a reasonable time not to exceed three months after the employee has knowledge of the act or condition which is the basis of the complaint and (2) the employee need not be present at the conference. The Executive Director shall render a decision on behalf of the Chancellor and such decision shall be considered a decision at the level of the Chancellor under this Article.

*Amend Article 22(D) of the UFT-Board Collective Bargaining Agreement Covering Paraprofessionals and the corresponding provisions of the other UFT-Board collective bargaining agreements covering non-pedagogues as follows:*

### D. Appeals to Arbitration (Step 3)

A grievance dispute which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the Union to an arbitrator for decision if it involves the application or interpretation of this Agreement. Grievances involving the exercise of Board

discretion under any term of this Agreement may be submitted to arbitration to determine whether the provision was disregarded or applied in a discriminatory or arbitrary or capricious manner so as to constitute an abuse of discretion, namely: whether the challenged judgment was based upon facts which justifiably could lead to the conclusion as opposed to merely capricious or whimsical preferences, or the absence of supporting factual reasons.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except as provided in Section B6b of this Article, and except in cases where, upon expiration of the 20-day time limit for decision the Union filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice.

The proceeding shall be initiated by the Union filing with the Board a notice of arbitration. The notice shall be filed within 15 school days after receipt of the decision of the Chancellor under the grievance procedure or, where no decision has been issued in the circumstance described above, three days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved. The parties shall jointly schedule the arbitration hearings.

A panel of seven arbitrators, or more, shall be designated by mutual agreement of the parties to serve for any case or cases submitted to them in accordance with their ability to promptly hear and determine the case or cases submitted. Any costs relating to the participation of the arbitrator shall be shared equally by the parties to the dispute.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the arbitrator shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law;
2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board by-laws, or under applicable law, except that the arbitrator may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this Agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion, namely whether the challenged judgment was based upon facts which justifiably could lead to the conclusion as opposed to merely capricious or whimsical preferences or the absence of supporting factual reasons.
3. Limiting or interfering in any way the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the decision of the arbitrator, if made in accordance with his/her or her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

With respect to all other grievances, if the grievance is not resolved at the conference, then a report and recommendation of the arbitrator shall be transmitted to the Chancellor. Within ten school days after the date that the report and recommendation are received by the Chancellor, he/she shall indicate whether he/she will accept the arbitrator's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him/her, the recommendation shall be deemed to be his/her decision.

A recommendation of the arbitrator which has been approved by the Chancellor, or which has not been disapproved by the Chancellor within the ten day limit specified above, shall be communicated to the aggrieved employee and the Union. If the Chancellor decides to disapprove a recommendation of the arbitrator, he/she shall notify the aggrieved employee and the Union of his/her decision. Two hundred (200) arbitration dates may be scheduled per year for all UFT grievances. The use of the two hundred (200) days will be governed in all respects by the rules in this Agreement, including, but not limited to, rules that exclude certain arbitrations from the two hundred (200) day limit.

Principals may testify at arbitrations by telephone subject to the following conditions: (i) the principal may not look at any written material or be aided by anyone in the room during his/her testimony except as authorized or directed by the arbitrator; (ii) the principal may not be joined in the room by anyone without notifying the arbitrator, all parties and their representatives; (iii) the UFT district representative, or the UFT district representative's designee, may be present in the room with the principal; and (iv) the principal's testimony shall still be under oath. The sole role of the UFT district representative, or the UFT district representative's designee, shall be to verify the principal's compliance with these conditions; the UFT district representative or designee may not participate in the proceedings except to notify the arbitrator and/or the parties' representatives if he or she believes these conditions are being violated. The UFT district representative, or the UFT district representative's designee, shall not be released from his/her classroom responsibilities for this purpose. Nothing in this Agreement shall in any way limit the right of the UFT arbitration advocate to cross-examine the principal. If the arbitrator orders the principal to testify or be cross-examined in person, the principal shall not be allowed to testify or be cross-examined by telephone.

Nothing in this Agreement shall in any way limit the currently existing rights of Employees to attend arbitrations.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

*Amend Article 24(A) of the UFT-Board Collective Bargaining Agreement Covering Paraprofessionals and the corresponding provisions of the other UFT-Board collective bargaining agreements covering non-pedagogues as follows:*

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written

answer shall be attached to the evaluatory statement in the folder. An incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file. Employees may not grieve material in file, except that if accusations of corporal punishment or verbal abuse against a UFT-represented employee are found to be unsubstantiated, all references to the allegations will be removed from the employee's personnel file.

However, the employee shall have the right to append a response to any letter. If discipline does not follow, the letter and response shall be removed from the file three years from the date the original material is placed in the file.

Incidents investigated by the Chancellor or by a governmental investigatory agency must be reduced to writing by the appropriate supervisor within 6 months and 12 months respectively from the date the incident either occurred or should have been discovered by the appropriate school officials. Employees must receive a complete copy of any such writing and an opportunity to answer in writing and to have such response attached. The writing may not be incorporated into the employee's personnel file or record, unless this procedure is followed. , and any such writing will be removed when an employee's claim that it is inaccurate or unfair is sustained.<sup>1</sup>

#### **45. CHAPTER LEADERS**

The Board ("DOE") agrees that in the event that a school-based, non-teacher is elected to serve as a school's chapter leader, s/he shall be relieved of his/her duties and given time per week during the workday for the investigation of grievances and for other appropriate activities relating to the administration of the collective bargaining agreement and to the duties of his/her office that is equal to the amount of time a teacher would be entitled to for these activities pursuant to Article 19B of the UFT-DOE collective bargaining agreement covering teachers.

Consistent with the needs of the school program, the principal in consultation with the chapter leader will arrange to provide appropriate space and facilities for the use of the chapter leader in carry out the functions of his/her office.

#### **46. 3020-A HEARING OFFICERS**

*Article 21(G)(2)(b) of the UFT-Board Collective Bargaining Agreement Covering Teachers and the Corresponding Provisions of the other UFT-Board collective bargaining agreements shall be amended to read as follows:*

The number of hearing officers for the 2018-2019 school year will be a minimum of 24.

By April 1, 2019, and each year thereafter unless a different date is agreed to by the parties, the UFT General Counsel and the DOE General Counsel shall meet to determine the number of hearing officers needed for the following school year. If the parties cannot agree, then, by May 1, 2019 and each year thereafter, the parties will meet with Martin F. Scheinman or another agreed upon mediator/arbitrator for him/her to make a final decision on 1) the number of hearing

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<sup>1</sup> The parties disagree as to the applicability of Section 10 of the October 2005 MOA to this Article 24.

officers that there will be for the school year and 2) the Panel on which the hearing officers will initially serve. During the school year, if either the UFT General Counsel and the DOE General Counsel believe a hearing officer or officers should be moved from one panel to another, they will promptly meet to discuss the matter and, if they are unable to reach an agreement on whether to move a hearing officer or officers from one panel to another, the parties will promptly meet with Martin F. Scheinman or another agreed upon mediator/arbitrator for him/her to make a final decision.

#### **47. ARTICLE 19(E)**

The provisions of Article 19(E) of the UFT-Board collective bargaining agreement covering teachers concerning agency fee deduction and the corresponding provisions of the other UFT-Board collective bargaining agreements are deleted.

#### **48. WELFARE FUND**

In addition to any other payments the City/Board is required to make to the UFT Welfare Fund, the City/Board shall make monthly payments to the UFT Welfare Fund in the amounts set forth below:

- Starting on 2/14/2019, the City/Board shall make payments of \$208,333.33 per month
- Effective 5/14/2020, these payments shall increase to \$213,541.67 per month
- Effective 11/14/2020, these payments shall increase to \$546,875.00 per month
- Effective 5/14/2021, these payments shall increase to \$563,281.25, which shall further increase by the same percentage as all future across the board wage increases.

In addition to the payments above and any other payments the City/Board is required to make to the UFT Welfare Fund, the City/Board shall make annual payments to the Welfare Fund of \$3,300,000.00 on September 1<sup>st</sup> of every year beginning September 1, 2019, which shall not further increase by the same percentages as all future across the board wage increases.

#### **49. MISCELLANEOUS**

a. Unless expressly stated otherwise, the provisions of this Agreement apply to the bargaining units and titles covered in paragraph 3 above and will be incorporated into the individual unit agreements as applicable.

b. In the event any inconsistency exists between the terms contained in this Agreement and the expired collective bargaining agreements, this Agreement shall be determinative.

#### **50. INTERIM AGREEMENTS**

The agreements (annexed hereto collectively as APPENDIX C) reached during the term of the collective bargaining agreements effective November 1, 2009 to February 13, 2019 are to be

included in the applicable successor agreements subject to such modifications as are required by this agreement and its Appendices.

**51. RATIFICATION**

This Agreement is subject to ratification by the Union, and adoption by the Board of Education.

**52. SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

**WHEREFORE**, we have hereunto set our hands and seals this 11<sup>th</sup> day of October 2018.

**United Federation of Teachers  
Local 2, AFT, AFL-CIO**

**The Board of Education,  
as Employer**

By:   
**Michael Mulgrew  
President**

By:   
**Richard Carranza  
Chancellor**

**City of New York**

**Adopted by The Board of Education**

By:   
**Robert Linn  
Commissioner  
Office of Labor Relations**

By:   
**Vanessa Leung  
Chairperson of the Board**