

**MEMORANDUM OF AGREEMENT
TRANSFORMATION AND RESTART MODELS**

MEMORANDUM OF AGREEMENT entered into this ____ day of July 2011, by and between the Board of Education of the City School District of the City of New York (the “Department” or “DOE”) and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the “UFT”) modifying the UFT-DOE collective bargaining agreement covering teachers for October 13, 2007 to October 31, 2009 (the “CBA”).

I. GENERAL PROVISIONS

- A. Nothing in this Agreement shall constitute a waiver or modification of any provision of any collective bargaining agreement, letter, other agreement between the DOE and the UFT, applicable DOE by-laws, policies, and regulations of the Chancellor, or past practice except as specifically set forth herein.
- B. Nothing in this Agreement shall constitute agreement as to any matter that Education Law § 3012-c requires be negotiated between the UFT and the Department.
- C. This Agreement shall expire on June 30, 2013 and only be in effect for the 2011-2012 and 2012-2013 school years, which corresponds to the duration of the School Improvement Grant program (the “SIG Program”) pursuant to §1003(g) of Elementary and Secondary Education Act of 1965, unless this Agreement is terminated earlier pursuant to Section IX below.
- D. This Agreement applies to, and only to, schools identified by the New York State Education Department (“SED”) as “Persistently Lowest Achieving” where the DOE, in plans submitted to SED, chooses to implement either the “Transformation Model” (hereinafter “Transformation Schools”) or the “Restart Model” (hereinafter “Restart Schools”) and such plan is approved. (For purposes of this Agreement, the terms “Transformation Model” and “Restart Model” shall be defined as they are in SED and U.S. Department of Education regulations.) This Agreement is not a precedent for any other Department school or program.

II. TURNAROUND TEACHER POSITIONS IN TRANSFORMATION AND RESTART SCHOOLS

- A. There shall be the new title of “Turnaround Teacher” in Transformation and Restart Schools only. Turnaround Teachers shall have all of the duties and responsibilities of a teacher pursuant to the CBA as well as the additional duties and responsibilities provided in this section II.
- B. Turnaround Teachers shall receive a salary which is fifteen percent (15%) above the applicable teacher salary rate provided in the CBA.
- C. Turnaround Teachers shall also be required to work an additional thirty (30) hours per school year as follows (the “Additional Thirty (30) Hours”): Turnaround Teachers shall

work three (3) hours per month on a day or days when school is in session or at another time selected by the Turnaround Teacher and approved by the Transformation or Restart School's principal.

D. During the Additional Thirty (30) Hours, the Turnaround Teacher:

1. shall plan and conduct a lesson study (pursuant to section IV below);
2. may serve as a school-based mentor pursuant to CBA Article 11(IV)(B); and/or
3. shall, if it is the Turnaround Teacher's first year as a Turnaround Teacher, attend the seminar provided for in paragraph II.G below.

E. Responsibility to Maintain a Laboratory Classroom

1. Turnaround Teachers shall be required to schedule one period a day, of their regular teaching load, when new, struggling, or interested teachers may voluntarily choose to visit the Turnaround Teacher's classroom while the Turnaround Teacher is teaching (a "laboratory classroom"). The Turnaround Teacher may voluntarily elect to schedule more than one laboratory classroom period per day.
2. The laboratory classroom period(s) shall be selected by the Turnaround Teacher and approved by the Transformation or Restart School's principal. The laboratory classroom period may vary from day to day. Turnaround Teachers shall communicate to the faculty in their Transformation or Restart School, the times and place the laboratory classroom can be viewed.
3. All teachers in a Transformation and Restart Schools with a Turnaround Teacher may voluntarily view the laboratory classroom during their preparation period or, with the approval of the Transformation or Restart School's principal, once per week in lieu of performing one of the Professional or Administrative Activities (as listed in CBA Articles 7(A)(6)(a), 7(B)(8)(a), 7(C)(4)(g)(1), or 7(K)(3)(d)) (a "Professional Activity"). Teachers rated as unsatisfactory or ineffective may be directed, no more than once per week, by the Transformation or Restart School's principal to visit the laboratory classroom in lieu of performing a Professional Activity.
4. In Transformation or Restart Schools with a Turnaround Teacher, pursuant to CBA Article 8(G)(3), teachers in their first year of employment as a teacher who have not had previous professional employment as a teacher, shall be required to visit a laboratory classroom with their mentor once per week during one of their professional support periods, unless the two teachers licenses are not related or the visit is not programmatically possible.

F. The Turnaround Teacher shall continue to do the work of his/her Turnaround Teacher position during his/her professional periods.

G. Seminar

1. By no later than the end of October during an individual's first term as a Turnaround Teacher, s/he shall attend five (5) hours of seminar on lesson study (as defined in paragraph IV below), how to create and maintain a laboratory classroom (as defined in paragraph II.E above), and the modeling of lessons.
2. Such seminar shall be made available for Turnaround Teachers by the UFT Teacher Center.
3. The five (5) hours of seminar shall count towards the fulfillment of the Additional Thirty (30) Hours.
4. At the request of the Turnaround Teacher and with the approval of the Transformation or Restart School's principal, a Turnaround Teacher may complete up to an additional five (5) hours of seminar on lesson study (as defined in section IV below), how to create and maintain a laboratory classroom (as defined in paragraph II.E above), and the modeling of lessons, which shall also count towards the fulfillment of the Additional Thirty (30) Hours.

III. MASTER TEACHER POSITIONS IN TRANSFORMATION AND RESTART SCHOOLS

- A. There shall be the new title of "Master Teacher" in Transformation and Restart Schools only. Master Teachers shall have all of the duties and responsibilities of a teacher pursuant to the CBA as well as the additional duties and responsibilities provided in this section III.
- B. Master Teachers shall also be required to work an additional one-hundred (100) hours (the "Additional One-Hundred (100) Hours") per school year as follows: Master Teachers shall work two and one-half (2.5) hours per week on a day when school is in session or at another time selected by the Master Teacher and approved by the principal.
- C. Master Teachers shall receive a salary which is thirty percent (30%) above the applicable teacher salary rate provided in the CBA.
- D. Master teachers shall have their teaching load reduced by at least one (1) period per day. Master Teachers shall carry out the responsibilities of the Master Teacher position during this period, their professional period (in lieu of a Professional Activity), and the Additional One-Hundred (100) Hours.
- E. The responsibilities of the Master Teacher will be agreed upon between the Principal and Master Teacher and shall be selected from the following menu only:
 1. Lead staff development;

2. Develop curriculum;
 3. Share best practices;
 4. Analyze student and school data to improve instructions (Inquiry);
 5. Co-teach;
 6. Create a Laboratory Classroom or model lessons;
 7. Align national core standards and curriculum;
 8. Serve as mentor to new teachers; and/or
 9. Facilitate lesson study.
- F. In Transformation and Restart Schools with a Master Teacher whose responsibility includes operating a laboratory classroom, pursuant to CBA Article 8(G)(3), teachers in their first year of employment as a teacher who have not had previous professional employment as a teacher, shall be required to visit a laboratory classroom with their mentor once per week during one of their professional support periods, unless the two teachers licenses are not related or the visit is not programmatically possible.

IV. LESSON STUDY IN TRANSFORMATION AND RESTART SCHOOLS

- A. Lesson study is a teacher led, teaching improvement process. Working in a small group, teachers collaborate with one another, meeting to discuss learning goals, to plan an actual classroom lesson, to observe how it works in practice, and then to revise and report on the results so that other teachers can benefit from it.
- B. In Transformation and Restart Schools with a Turnaround Teacher or a Master Teacher whose responsibilities include facilitating lesson study, any teacher may elect, once per week, to participate in the lesson study in lieu of performing a Professional Activity.
- C. If there are multiple Turnaround Teachers in the school and/or any Master Teachers whose responsibilities including facilitating a lesson study, they shall all collaborate together on the lesson study.

V. USING TURNAROUND OR MASTER TEACHERS TO CREATE PROFESSIONAL DEVELOPMENT PLANS IN TRANSFORMATION AND RESTART SCHOOLS

- A. In addition to the required responsibilities and hours described herein, Turnaround Teachers and/or Master Teachers, may, with the approval of the principal, elect to work together to develop a professional development plan for their Transformation or Restart School and they will be paid at the applicable per session rate for this time. Such work shall not be done during the regular teacher workday and shall be in addition to the

Additional Thirty (30) Hours or Additional One-Hundred (100) Hours.

VI. SELECTION AND SERVICE OF TURNAROUND AND MASTER TEACHERS IN TRANSFORMATION SCHOOLS

- A. The Turnaround Teacher and Master Teacher positions will be advertised through a Citywide posting. The UFT and DOE shall jointly create separate rubrics for each title for reviewing applicants for each position and set a City-wide cut-off score. The rubrics shall provide that forty percent (40%) of the applicant's score will be based on evidence of student learning, twenty percent (20%) based on attendance, twenty percent (20%) based on observation reports, ten percent (10%) based on unique professional skills relevant to student learning and ten percent (10%) based on contributions to the school community.
- B. Using the rubrics as a basis, the DOE shall create a separate posting for each title, after consultation with UFT, that is consistent with this Agreement and which shall state the job description and qualifications for each position.
- C. An applicant shall be required to indicate the specific position (Turnaround Teacher or Master Teacher) and specific school being applied to.
- D. A committee (the "Selection Committee") composed of four (4) appointees from central UFT selected by the UFT and two (2) appointees from central DOE selected by the DOE shall review the applications. The Selection Committee shall conduct an initial review of each application to determine whether it is reasonably possible for the applicant to exceed the cut-off score and, if there is consensus among the members of the Selection Committee that it is not, the application shall be rejected and the applicant will not be interviewed. The Selection Committee shall then interview the remaining applicants and, using the rubric, rate them as being above or below the cut-off score by consensus. In the event the Selection Committee is unable to reach consensus, it shall remove the bottom score and top score and then average the remaining four scores to produce a composite score. The Transformation or Restart School's principal shall then select from the pool of candidates that exceed the cut-off score and specifically applied for the position at the school which individual(s) shall serve as Master Teacher(s) and/or Turnaround Teacher(s) in the Transformation or Restart School. The Transformation or Restart School's principal may require the candidate to do a demonstration lesson before selecting him/her.
- E. If the individual selected by the principal is not already part of the Transformation or Restart School's Table of Organization, the individual shall be transferred into the Transformation or Restart School and put on its Table of Organization. He/she will take his/her rightful place in seniority order in the Transformation or Restart School.
- F. Subject to applicable provisions of the CBA and laws concerning excessing and layoff, an individual selected for the Turnaround Teacher or Master Teacher position shall serve in

the position through the 2012-2013 school year, provided that he/she maintains a rating of “highly effective”, except that, within the first year of serving in the Turnaround Teacher or Master Teacher position, if the principal of the Transformation or Restart School and the Turnaround Teacher or Master Teacher mutually agree that the Turnaround Teacher or Master Teacher should not remain in the position, he or she shall have the right to become an ATR in the district, or, in the case of teachers that transferred to a different district in order to become a Turnaround Teacher or Master Teacher, the district that he or she left.

- G. Eligibility for the Master Teacher and Turnaround Teacher positions shall be conditional upon a commitment by the individual to work in the Transformation School through the 2012-2013 school year.
 - 1. Except as provided in section VI.G.2 below, a Master Teacher or Turnaround Teacher who does not remain in the Transformation or Restart School through the 2012-2013 school year will be liable to the DOE for the additional salary (*i.e.*, the additional 15% or 30% referred to in sections II.B and III.C above respectively) received while in the Transformation or Restart School. Additionally, in the event that a Turnaround Teacher or Master Teacher leaves the Transformation or Restart School prior to the end of the 2012-2013 school year, his/her compensation and salary for pension benefits as well as such employee’s termination pay for unused cumulative absence reserve shall be calculated as though such employee had not received the additional salary (*i.e.*, the additional 15% or 30% referred to in sections II.B and III.C above).
 - 2. The provisions of section VI.G.1 above shall not apply in the event that (i) the Turnaround Teacher or Master Teacher is laid off or excessed, (ii) the Transformation or Restart School is closed, (iii) an individual loses his or her position as a Turnaround Teacher or Master Teacher because he or she is rated other than “highly ineffective”, (iv) the Turnaround Teacher or Master Teacher is unable to complete the service requirement due to a medical incapacity approved by the DOE’s Medical Bureau or upon approval of special circumstances by the Chancellor, (v) the principal of the Transformation or Restart School and the Turnaround Teacher or Master Teacher mutually agree that the Turnaround Teacher or Master Teacher should not remain in the position pursuant to Section VI.F above, or (vi) this Agreement is cancelled pursuant to section IX below.
 - 3. Turnaround Teachers and Master Teachers will be required to sign a document jointly created by the UFT and DOE agreeing to the terms and conditions described in this section VI.G.
- H. If the Turnaround Teacher or Master Teacher is unable to or fails to complete his/her commitment to serve in the position through the 2012-2013 school year, the position may be reposted for the beginning of the next school year to run through the end of the 2012-13 school year. The procedures for selecting a Turnaround Teacher or Master

Teacher set forth in the section VI shall be utilized for the selection.

- I. Individuals found by the Selection Committee to exceed the cutoff score shall remain eligible to be selected by a Transformation or Restart School's principal to be a Master Teacher or Turnaround Teacher until the end of the school year. In school years 2011-2012 and 2012-2013, if there are new or vacant Turnaround Teacher and Master Teacher positions, the process described in VI.A through E above shall be followed anew. Individuals who previously applied for Turnaround Teacher and Master Teacher but were not selected shall have to re-apply and again be found by the Selection Committee to exceed the cut-off score in order to be eligible to be selected by a Transformation or Restart School's principal to be a Turnaround Teacher and Master Teacher.

VII. TRANSFORMATION PLAN

- A. Each Transformation School shall develop and implement a transformation plan (the "Transformation Plan") which shall include the following elements:
 1. Professional Development/Teaching and Learning.
 2. The provision of social-emotional support for students.
 3. The plan to fulfill the U.S. Department of Education's requirements pursuant to the SIG Program for increasing learning time for students.
 - a. The plan for increasing learning time shall be created in collaboration with the UFT.
 - b. The plan for increasing learning time may not alter any applicable provision of any collective bargaining agreement (including, but not limited to, CBA Article 6). The school-based option provision in the applicable collective bargaining agreement shall continue to be the only mechanism by which to change the configuration of a UFT-represented employee's workday.
 - c. The term "increasing learning time" shall have the same meaning as that term has when used by the United States Department of Education in association with the SIG Program.
- B. Each Transformation School shall have an on-site research and professional development center to provide real-time support for educators.
- C. The DOE shall also work with Transformation and Restart Schools to facilitate on-line learning opportunities for students for the purpose of increasing instructional time.

VIII. EVALUATION SYSTEM FOR CLASSROOM TEACHERS IN TRANSFORMATION AND RESTART SCHOOLS

- A. The Department and UFT agree to negotiate an evaluation system (the “Evaluation System”) to be used in Transformation Schools and Restart Schools only, that is consistent with the requirements of Education Law § 3012-c (including, but not limited to all requirements in Education Law § 3012-c or otherwise for negotiations between the UFT and the Department), which shall be used until (i) a system for conducting the annual professional performance reviews of all classroom teachers employed by the Department is established (the “New Evaluation System”), in which case such system shall be used in all DOE schools including those designated as Transformation and Restart Schools, (ii) the end of the 2012-2013 school year, or (iii) this Agreement is terminated pursuant to Section IX.
- B. No agreement that may be entered into, pursuant to this section VIII, shall constitute a successor to the UFT-DOE collective bargaining agreement covering teachers that expired on October 31, 2009.
- C. The Evaluation System shall include the following with respect to informal observations:
 - 1. Subsequent to an informal observation of a teacher, should the teacher receive a letter within five (5) school days summarizing the observations of the supervisor which contains a determination that the lesson was deemed “developing” or “ineffective”, the supervisor shall be required to meet, at least briefly, with the teacher to discuss the observation, if the teacher requests the meeting in writing within five (5) school days of receiving the letter. If the supervisor does not provide the letter within five (5) school days of the informal observation, the supervisor shall notify the teacher whether the impending letter will contain a determination that the lesson was deemed “developing” or “ineffective” no later than fifteen (15) school days after the informal observation. Within five (5) school days of receiving this notification (or, if no notification is provided, than within five (5) days of the expiration of the fifteen (15) day period), the supervisor shall be required to meet, at least briefly, with the teacher to discuss the observation, unless the principal notifies the teacher that the impending letter will contain a determination that the lesson was deemed “effective” or “highly effective”.
 - 2. Should a supervisor fail to meet with a teacher, as set forth above, the following process may be utilized:
 - a. Within five (5) school days of the teacher requesting a meeting, the teacher, through the chapter leader, may request that the supervisor meet with the teacher.
 - b. If no meeting has taken place within five (5) school days of the chapter leader’s request, the UFT may notify the Deputy Chancellor/Chief Academic Officer’s

office.

- c. If no meeting has taken place within five (5) school days subsequent to notification of the Deputy Chancellor/Chief Academic Officer, the teacher may file a grievance with the head of school.
 - d. If no meeting has taken place within five (5) school days of the filing of the grievance, the UFT may submit the grievance to arbitration pursuant to CBA Article 22, except that the procedures set forth in section VIII.C.3 - 6 below shall apply to arbitration of grievance pursuant to this section VIII.C only.
3. The grievant and principal shall appear for this arbitration by telephone. Neither side shall have an advocate present. Each side shall have 15 minutes to present their respective cases.
 4. Each arbitrator shall hear up to five (5) grievances in a day. All arbitration days utilized for this process shall be part of the annual allotment of 175 days. If five (5) grievances are not heard by the arbitrator in the day, then the remainder of the day can be used for any cases that are subject to an expedited arbitration process, provided that no more than five (5) expedited arbitrations of any type are heard by an arbitrator in a day.
 5. Grievances filed pursuant to this section VIII.C shall be strictly limited as to whether the supervisor and teacher met, at least briefly, regarding the informal observation. Removal of a letter from the file shall not be a permissible remedy for this grievance. The arbitrator's authority under this procedure shall be strictly limited to determining whether the supervisor and teacher met, at least briefly, pursuant to the requirements set forth in this section VIII.C and directing the supervisor to meet with the teacher if it is determined no such meeting was held.
 6. Notwithstanding anything to the contrary, with respect to informal observations conducted pursuant to the Evaluation System to be negotiated, there shall be no basis, other than the terms set forth in this Agreement, for the filing of a grievance due the alleged failure of a supervisor to meet with a teacher following an informal observation.

IX. EARLY TERMINATION OF THIS AGREEMENT

- A. This Agreement shall be in effect through the 2012-2013 school year and expire on June 30, 2013, provided that, either the UFT or the Department may cancel this Agreement at any time following the last day of the 2011-2012 school year. Should either party exercise its' right to terminate this Agreement all terms of this Agreement shall cease. When this Agreement expires or is terminated (i) classroom teachers in Transformation and Restart Schools shall be evaluated pursuant to CBA Article 8(J), Teaching for the 21st Century and other DOE by-laws, policies, regulations, past practice and arbitral

precedent applicable to teachers that are not assigned to Transformation and Restart Schools, unless the New Evaluation system is in place and (ii) a teacher in a Transformation or Restart School who received a rating of “ineffective” may appeal the “ineffective” rating as though it was an “unsatisfactory” rating pursuant to the currently existing provisions of CBA Articles 20 and 21(D), the bylaws, past practices and arbitral precedent.

X. JOINT OVERSIGHT COMMITTEE

- A. As soon as practicable, but no later than the first day of school in the 2011-2012 school year, the DOE and UFT shall establish a joint committee consisting of two members selected by the UFT and two members selected by the DOE (the “Joint Oversight Committee”) to oversee and support the implementation of this Agreement and the Transformation and Restart Schools.
- B. The Joint Oversight Committee shall have the authority to (i) hear concerns regarding the manner in which this Agreement is being implemented by the parties and (ii) recommend solutions to problems or suggest resources to provide technical assistance. The Joint Oversight Committee shall not have the authority to direct any DOE employee to take any action.

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

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