

AGREEMENT

between

**The Board of Education of the City School District
of the City of New York**

and

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

covering

Bi-Lingual Teachers in School and Community Relations

October 13, 2007 – October 31, 2009

Joint Intentions And Commitments

Enhanced student achievement based upon high standards and expectations must be the driving force behind every activity of New York City public schools. To accomplish this, we must reinvent schools so that decision making is shared by those closest to students, including parents, teachers, administrators and other stakeholders. Layers of bureaucratic impediments must be peeled away so that flexibility, creativity, entrepreneurship, trust and risk-taking become the new reality of our schools. The factory model schools of the 1900s must make way for the child-centered schools of this century.

To this end, the Union and the Board mutually agree to join together with other partners in the redesign and improvement of our schools, including closing those that have failed and supporting their restructuring. We must challenge ourselves each day to improve student learning, based upon academic rigor, newfound flexibility, meaningful assessments and true accountability. Roles and responsibilities of parents, staff and other partners must be defined. The standards to which we hold our students must never be lower than those we hold for our own children. To accomplish this, we must focus on both the depth and breadth of each proposed instructional and operational change, each designed to support the children and their teachers, whom we expect to meet these rigorous standards.

Change must be service-oriented, supportive and sufficiently flexible so that each school's educational vision can become a reality. It must be practical, possible, efficient and timely. Respect for each other and for every student must be unconditional if we are to accomplish what we must.

To reach these goals, we commit to working together along with other stakeholders to develop specific recommendations in areas requiring immediate attention. These will include, but not be limited to:

- School Based Budgeting;
- Early Intervention and Prevention of Inappropriate Referrals to Special Education;
- Professional Development;
- Parent Outreach and Support; and
- Workload Standards.

This commitment is our pledge to the children of the City of New York, not just to a promise but to a reality of educational excellence.

AGREEMENT MADE AND ENTERED INTO on the 6th day of November 2006 by and between the Board of Education of the City School District of the City of New York ("the Board") and the Bi-Lingual Teachers in School and Community Relations Chapter, United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO ("the Union" or "the Chapter").

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, in a special referendum conducted among the professional education personnel, over seventy percent of those who participated favored collective bargaining as a way of conducting their relations with the Board; and

WHEREAS, the Board, on March 8, 1962, adopted a Statement of Policies and Practices with Respect to Representation of Pedagogical and Civil Service Employees for Purposes of Collective Bargaining with the Board of Education (hereinafter referred to as the “Statement of Policies”); and

WHEREAS, pursuant to the Statement of Policies, the Chapter filed a request to be certified as the exclusive bargaining representative of all employees employed by the Board of Education in the title of Auxiliary Teacher and more than fifty percent of the employees in such titles authorized the check-off of dues in behalf of the Chapter and the Superintendent determined the unit to be appropriate, and the Board issued a Certificate of Exclusive Bargaining Status on November 16, 1966; and

WHEREAS, by Resolution of the Board of Education dated February 21, 1968, the title of Auxiliary Teacher was changed to Bi-lingual Teacher in School and Community Relations; and

WHEREAS, other than occasional per diem substitutes were accreted to the bargaining unit pursuant to a determination by the Public Employment Relations Board; and

WHEREAS, an Agreement heretofore entered into by and between the parties effective June 1, 2003 expired on October 12, 2007; and

WHEREAS the parties entered into a Memorandum of Agreement on November 6, 2006 effective from October 13, 2007 through October 31, 2009; and

WHEREAS, designated representatives of the Board have met with representatives of the Union and fully considered and discussed with them, in behalf of the employees in the bargaining unit, changes in salary schedules, improvement in working conditions, and machinery for the presentation and adjustment of certain types of complaints, it is agreed as follows:

Article One Union Recognition

The Board recognizes the Union as the exclusive bargaining representative for a unit of all those employed in the title of Bi-lingual Teacher in School and Community Relations, including regular substitutes, full-term per diem substitutes, and other than occasional per diem substitutes but excluding occasional per diem substitutes. Employees in the unit are hereinafter referred to as “bi-lingual teachers.”

During the term of this Agreement should the Board employ a new title or category of employees having a community of interest with employees in an existing bargaining unit described herein, employees in such new title or category shall be included within the existing bargaining unit where they have a community of interest, and upon request of the Union the parties shall negotiate the terms and conditions of employment for such new title or category of employees but nothing contained herein shall be construed to require re-negotiation of terms and conditions of employment applicable to employees in an existing bargaining unit as a result of the Board's re-designation of the title or category of employees in the unit.

It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiation with the Union at any other level.

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing bi-lingual teachers for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Chapter shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Chapter.

Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate superior.

Nothing contained herein shall be construed to deny any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable civil service laws and regulations.

Article Two Benefits and Working Conditions

A. The following provisions of the Agreement covering Teachers shall apply to Bi-lingual Teachers in School and Community Relations:

Article 2 -- Fair Practices

Article 3 -- G (Health Insurance and Welfare Fund Benefits)

H (Reimbursement for Medical Expenses)

I (Damage or Destruction of Property)

K2 (Transportation Benefit Program)

L (Salary Payment)

M (Performance Incentives Committee)

N (Lump Sum Payment)

Article 4 -- Pension and Retirement Program

Article 5 -- Licensure, Assignment and Appointment

Article 6 -- A (School Day)

C (Work Year)

Article 8 -- Education Reform

A (School-Based Management/Shared Decision-Making)

B (School-Based Options)

C (School Allocations)

H (Professional Development and Second Differential)

I (Reduction of Paperwork)

J (Evaluation/Observation System)

K (Referral of Students for Evaluations)

L (Labor/Management Committee on Long Term Reforms)

N (School-Wide Bonus Program)

Article 10 -- Safety and Health **except**

G (Science Experiment Review Panel)

Article 13 --I (Per Diem Substitutes)

Article 16 -- Leaves

Article 19 -- A (Restriction on Union Activities)

D (Exclusive Check-Off)

- E (Agency Fee Deduction)
- F (Bulletin Boards)
- I (Information to the Union)
- K (Political Check-Off)
- Article 20 -- Matters Not Covered
- Article 21 -- Due Process and Review Procedures
- Article 22 -- Grievance Procedure
- Article 23 -- Special Complaints
- Article 25 -- Charter Schools
- Article 26 -- Conformity to Law-Saving Clause
- Article 27 -- No-Strike Pledge
- Article 28 -- Definitions
- Article 29 -- Notice-Legislative Action
- Article 30 -- Copy of Agreement
- Article 31 -- Incorporation of Determination and Award
- Article 32 -- Duration

B. Hours

1. Relief Time

Total daily relief time from duty for bi-lingual teachers shall equal 30 minutes as arranged with the head of the school, except that if any such time is taken at the beginning or end of the working day, the employee must remain in attendance at the school.

2. Activities Included in Working Time

Time spent by a bi-lingual teacher in visiting homes or agencies, and in related activities in the bi-lingual program which may be performed outside the school or outside of regular school hours shall be deemed a part of the bi-lingual teacher's prescribed working time if such activities have been approved by the head of the school as part of the bi-lingual program for the school.

3. Duty-Free Lunch Period

Bi-lingual teachers shall have a duty-free lunch period equal in length to the duty-free lunch period provided for day school teachers in the school, and it shall be scheduled between the hours of 11:00 A.M. and 1:30 P.M.

4. School Conferences

School conferences held in September and June shall be held on school time.

C. Assignments

1. Assignments of Bi-Lingual Teachers

Bi-lingual teachers shall not be assigned to more than one school. Bi-lingual teachers shall be informed of vacancies arising in district, superintendency or central board offices. Vacancies shall be filled by qualified applicants within the district or superintendency or, where appropriate, within the intergroup education unit. Where applicants are equally qualified, the selection will be made on the basis of seniority within the district or superintendency or, where appropriate, within the intergroup education unit.

2. Field Visits

A bi-lingual teacher may request of his/her principal that an escort be provided for his/her protection in making a particular field visit. Where the principal finds such request to be

reasonable, he/she will assign another Board employee to accompany the bi-lingual teacher on the designated field visit.

Any grievance arising under this provision shall not be subject to arbitration.

Article Three Salaries

A. The following provisions of the Agreement covering Teachers shall apply to Bi-lingual Teachers in School and Community Relations:

- Article 3A1 --Salary Schedules and Differential Eligibility
- Article 3B -- Staff Development Rate
- Article 3C1 -- Regular Substitute Service
- Article 3C2 -- Per Diem Substitute Service
- Article 3E -- Application for Certain Salary Differentials
- Article 3F -- Vacation Pay

B. Related Experience

An appointee as a regular bi-lingual teacher or a substitute licensed on or after July 1, 1967, shall be granted salary credit for appropriate experience in social case work in approved out-patient clinics or approved agencies on the following basis:

1. From the applicant's satisfactory, approved and appropriate experience there shall be deducted the experience required for eligibility for the license held, or three years of such experience, whichever is greater.

2. After such deduction, salary credit may be allowed as follows:

- For two years of such experience 1 year
- For four years of such experience 2 years
- For six or more years of such experience 3 years

A bi-lingual teacher shall be granted salary credit for appropriate related occupational experience gained in the ten (10) years immediately preceding date of appointment for appointees or date of original license/certificate for substitutes on a year for year basis as prescribed in Chancellor's Regulations C-500 and C-550.

Article Four Excessing, Layoff and Job Security

A. Excessing Rules - Appointed Bi-lingual Teachers

Before applying the Rules for involuntary excessing, the senior bi-lingual teacher within license who volunteers will be excessed from the school to a vacancy within the same district or, in the case of high schools, within the jurisdiction of the responsible high school superintendent. If no senior bi-lingual teacher volunteers, the following excessing rules shall be adhered to in all divisions.

Rule 1. Within the school, district, superintendency or other organizational unit, the bi-lingual teacher with the least seniority within license will be the first to be excessed, and probationers will be excessed before those who have completed probation.

For purposes of excessing only: (i). Any one or more F Status positions within a license that equals 1.0 FTE (i.e. positions equaling 5 days a week) will be considered a single position (if in one school) or a single position on split assignment (if in different schools within a

district). (ii) Prior to an employee being excessed out of a district s/he will be offered the position described in the preceding sentence. (iii) Notwithstanding the restrictions in this paragraph, a school will be allowed to create or maintain the F status positions described in (i) in order to accommodate a hardship for a previously appointed pedagogue or because of the particular needs of the program.

Rule 2. In determining the seniority of a bi-lingual teacher for purposes of excessing, layoff seniority shall apply.

Rule 3. Bi-lingual teachers in excess in a school unit or district office under the jurisdiction of a community district must be placed in vacancies within the district to the fullest degree possible. For school units, districts or other organizational units under the jurisdiction of the central Board, bi-lingual teachers in excess in a school or other organizational unit must be placed in appropriate vacancies within the district or central office.

Rule 4. To minimize movement of personnel, excessed bi-lingual teachers shall be placed within the district or superintendency in appropriate openings or vacancies. **Rule 5.** The central Board has the responsibility for placing bi-lingual teachers who are excessed from a school or office and can not be accommodated by their own district or superintendency. Where possible, the wishes of the bi-lingual teacher will be taken into account in his/her placement by the central Board. Should a city-wide excess condition, as defined in Section 2588(3)(a) of the Education Law, occur, Section C of this Article shall apply.

Rule 6. When a bi-lingual teacher position in central headquarters is abolished, the occupant of that position is excessed, and he/she shall be granted the same rights for placement as a bi-lingual teacher who is excessed from a community district.

Rule 7. A bi-lingual teacher who has been excessed to another school may request an opportunity to return to the school from which he/she was excessed if within a year a vacancy should occur in that school. Such a request will have priority over any other transfer or appointment to that vacancy.

Rule 8. Unless a principal denies the placement, a bi-lingual teacher will be placed by the Board into a vacancy within his/her district or superintendency. The Board will place the excessed a bi-lingual teacher who is not so placed in an ATR position in the school from which he/she is excessed, or in another school in the same district or superintendency.

Rule 9. Bi-lingual teachers identified as being at risk of being excessed at the commencement of the following school year will be informed of this no later than June 15, or as soon as is practicable if identified as being at risk of excess after June 15. The deadlines for excessing teachers will continue to be governed by applicable law.

B. Appointment to New Program, License or Title

Bi-lingual teachers who are displaced by the establishment of a new program, license or title shall be given an opportunity to present their qualifications and if found qualified, shall be given preference for appointment to such new program, license or title.

C. Layoff

1. If a city-wide excess condition causes a layoff of staff in any licensed position, applicable provisions of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on a preferred list for reinstatement to his/her former position.

2. Employees on layoff who may be placed on a preferred list in another license other than the one in which they are laid off will be so placed.

Article Five Transfers and Staffing

A. General Transfers

Effective school year 2005-2006, principals will advertise all vacancies. Interviews will be conducted by school-based human resources committees (made up of pedagogues and administration) with the final decision to be made by the principal. Vacancies are defined as positions to which no bi-lingual teacher has been appointed, except where a non-appointed bi-lingual teacher is filling in for an appointed bi-lingual teacher on leave. Vacancies will be posted as early as April 15 of each year and will continue being posted throughout the spring and summer. Candidates (bi-lingual teachers wishing to transfer and excessed bi-lingual teachers) will apply to specifically posted vacancies and will be considered, for example, through job fairs and/or individual application to the school. Candidates may also apply to schools that have not advertised vacancies in their license areas so that their applications are on file at the school should a vacancy arise.

Selections for Candidates may be made at any time; however, transfers after August 7th require the release of the bi-lingual teacher's current principal. bi-lingual teachers who have repeatedly been unsuccessful in obtaining transfers or obtaining regular bi-lingual teacher positions after being excessed, will, upon request, receive individualized assistance from the Division of Human Resources and/or the Peer Intervention Program on how to maximize their chances of success in being selected for a transfer.

B. Hardship Transfers

Transfers on grounds of hardship shall be allowed independent of general transfers. Transfers of bi-lingual teachers after three years of service on regular appointment may be made on grounds of hardship on the basis of the circumstances of each particular case, except that travel time by public transportation of more than one hour and 30 minutes each way between a bi-lingual teacher's home, or the City line in the case of a bi-lingual teacher residing outside the City, and school shall be deemed to constitute a "hardship" entitling the applicant to a transfer to a school to be designated by the Division of Human Resources which shall be within one hour and 30 minutes travel time by public transportation from the bi-lingual teacher's home, or City line in the case of a bi-lingual teacher residing outside the City.

C. Staffing New or Redesigned Schools

Article 18D (Staffing New or Redesigned Schools) of the Teacher Agreement shall apply to bi-lingual teachers.