2014 CONTRACT

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT (the "MOA" or "Agreement") entered into this_____day of _____ 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 expired on October 31, 2009, as set forth more particularly below.

IN WITNESS THEREOF NOW, THEREFORE, it is mutually agreed as follows:

1. INTRODUCTION

The collective bargaining agreements between the Board and the Union which expired on October 31, 2009, covering the titles and/or bargaining units set forth in paragraph 3, below, shall be replaced 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 November 1, 2009 through October 31, 2018.

3. WAGES

A. Ratification Bonus

A lump sum cash payment in the amount of $1,000, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on the payroll as of the day of ratification. This lump sum is pensionable, consistent with applicable law, and shall not be part of the Employee's basic salary rate.

B. 2009-2011 Round –

Salaries and rates of pay as customarily done:

i. 5/1/15: 2%
ii. 5/1/16: 2%
iii. 5/1/17: 2%
iv. 5/1/18: 2%

C. Structured Retiree Claims Settlement Fund

Upon ratification, the City shall establish a Structured Retiree Claims Settlement Fund in the total amount of $180 million to settle all claims by retirees who have retired between November 1, 2009 through June 30, 2014 concerning wage increases arising out of the 2009-2011 round of bargaining. The Fund will be distributed based upon an agreed upon formula.

D. Retirements after 6/30/14 shall receive lump sum payments based on the same schedule as actives as set forth below in paragraph E.

E. Lump Sum Payments stemming from the 2009-2011 Round and schedule for actives for those continuously employed as of the day of payout.

i. 10/1/15 – 12.5%
ii. 10/1/17 – 12.5%
iii. 10/1/18 – 25%
iv. 10/1/19 – 25%
v. 10/1/20 – 25%

F. General Wage Increases

Salaries and rates of pay as customarily done:

i. 5/1/13: 1%
ii. 5/1/14: 1%
iii. 5/1/15: 1%
iv. 5/1/16: 1.5%
v. 5/1/17: 2.5%
vi. 5/1/18: 3%

G. Entry Level Salary Schedule

a. A joint labor-management committee shall be established to discuss increases to the entry level steps on the salary schedule for the pedagogues and increases for physical therapist, hearing officers (Per Session), nurses, and occupational therapist titles.

b. A fund in the amount of $20 million shall be established for these purposes.

H. Healthcare Savings

a. The UFT and the City/DOE agree the UFT will exercise its best efforts to have the MLC agree to the following:

i. for fiscal year 2015 (July 1, 2014-June 30, 2015),

there shall be $400 million in savings on a citywide basis in health care costs in the NYC health care program.

ii. for fiscal year 2016 (July 1, 2015-June 30, 2016), there shall be $700 million in savings on a citywide basis in health care costs in the NYC health care program.

iii. for fiscal year 2017 (July 1, 2016-June 30, 2017), there shall be $1 billion in savings on a citywide basis in health care costs in the NYC health care program.

iv. for fiscal year 2018 (July 1, 2017-June 30, 2018), there shall be $1.3 billion in savings on a citywide basis in health care costs in the NYC health care program.

v. for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis.

vi. The parties agree that the above savings to be achieved on a Citywide basis are a material term of this agreement.

vii. In the event the MLC does not agree to the above citywide targets, the arbitrator shall determine the UFT's proportional share of the savings target and, absent an agreement by these parties, shall implement the process for the satisfaction of these savings targets.

viii. Stabilization Fund: (1) Effective July 1, 2014, the Stabilization Fund shall convey $1 billion to the City of New York to be used in support of the pro rata funding of this agreement. (2) Commencing on July 1, 2014, $200 million from the Stabilization Fund shall be made available per year to pay for ongoing programs (such as $65 welfare fund contribution, PICA payments, budget relief). In the event the MLC does not agree to provide the funds specified in this paragraph, the arbitrator shall determine the UFT's proportional share of the Stabilization Fund monies required to be paid under this paragraph.

I. Dispute resolution regarding paragraph H.

a. In the event of any dispute, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.

b. Such dispute shall be resolved within 90 days.

c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.

d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.

e. The parties shall meet and confer to select and retain an impartial health care actuary. If the parties are unable to agree, the arbitrator shall select the impartial health care actuary to be retained by the parties.

f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

J. Covered Titles and Rates of Pay

The increases pursuant to B and F above and lump sum payments pursuant to E above 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. Education 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. Lead Teacher Differential
41. Hearing Officer (Per Session)

All longevities, step increments, differentials and other

rates of pay not otherwise covered in Appendix A or elsewhere in this Agreement shall be increased as customarily done in a manner consistent with the increases set forth in paragraphs B, E and F above, unless explicitly excepted.

K. Any disputes arising under this section 3 of this Agreement shall be determined by Martin F. Scheinman. The parties shall share the costs of his services.

4. PAPERWORK

Article 7R of the collective bargaining agreement covering teachers shall be amended to add the following:

Curriculum

The Board of Education (DOE) agrees to provide teachers with either a year-long or semester long Curriculum that is aligned with State Standards in all Core Subjects.

Curriculum is defined as:

a) a list of content and topics;
b) scope and sequence; and
c) a list of what students are expected to know and be able to do after studying each topic.

Core Subjects are defined as follows: Math (including, but not limited to, Algebra and Geometry), Social Studies, English Language Arts, Science (including, but not limited to, General Science, Biology, Earth Science, Chemistry and Physics), Foreign Languages and other subject areas named by the DOE and shared with the UFT. It is understood that the DOE's obligation to provide curriculum shall extend to Core courses that may be electives.

It is further understood by both parties that there are instances where teachers may want to participate in the development of curriculum. Such instances include, but are not limited to, the creation of new themed schools or programs within a school, or where a teacher or group of teachers wishes to create or help create a set of lessons around a particular theme or subject, where approved by the principal. Nothing in this agreement is intended to prohibit voluntary collaboration or work by teachers and other school staff on curriculum.

However, if there is a specific request by the DOE or a school administrator for a teacher or teachers to write curriculum, then the teacher(s) must be given sufficient time during the work day to do so, in accordance with provisions of the collective bargaining agreement or given sufficient time after school, in accordance with the provisions of the collective bargaining agreement pertaining to Per Session.

The failure to provide curriculum as defined above shall be subject to the grievance and arbitration procedures set forth in Article Twenty-Two of the collective bargaining agreement. However, such grievances 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.

Paperwork Reduction

The following shall replace Article 8I of the collective bargaining agreement covering teachers and shall be added to the other UFT-BOE collective bargaining agreements:

A Central Paperwork Committee (the "Central Committee") will convene within 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 representatives appointed by the Chancellor will include someone from the office of the Deputy Chancellor for Teaching and Learning. 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 paperwork issues (whether paper or electronic), including, but not limited to, the requests for data in connection with the Quality Review process. 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 Standards"). Should the Central Committee fail to establish System-wide Standards approved by the Chancellor within 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 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 Standards shall be subject to Article 75 of the New York State Civil Practice Law and Rules.

Once the System-wide Standards have been established 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, District/High School Superintendency Paperwork 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 paperwork issues (whether paper or electronic) 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.

Employees (including those in functional chapters) may request that their Chapter Leader raise school-specific paperwork issues (whether paper or electronic) before the District Committee. Subject to approval by the Chancellor, if a District Committee agrees on the resolution of the paperwork 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 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 issue raised by a Chapter Leader, the resolution shall be enforced by the District or High School Superintendent.

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 the collective bargaining agreement. It is understood that, prior to a grievance being filed, the paperwork issues 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 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 the CBA (as modified by this Agreement). An arbitrator may hear up to three (3) paperwork 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.

Unit Planning

Article 8E of the collective bargaining agreement covering teachers shall be amended to add the following:

A "Unit Plan," also known as a "Curriculum Unit," means a brief plan, by and for the use of the teacher, describing a related series of lesson plans and shall include: (1) the topic/theme/duration; (2) essential question(s); (3) standard(s); (4) key student learning objectives; (5) sequence of key learning activities; (6) text(s) and materials to be used; and (7) assessment(s).

Teachers that are provided with a Curriculum (as defined in this agreement) have a professional responsibility to prepare Unit Plans. No teacher shall be required to prepare a Unit Plan for each curriculum unit, other than the attached, brief, one-page form agreed upon by the UFT and DOE, including teachers of multiple subjects for the same group of students (e.g., elementary school teachers, teachers of self-contained classes), who will include each subject taught on the attached one page form. Teachers shall not be required to prepare a Unit Plan in any format other than the attached form, agreed upon by the UFT and DOE.

A principal or supervisor may collect and/or copy a Teacher's Unit Plan provided that the principal/supervisor either (i) discusses the Unit Plan at the next professional conference (e.g. pre-observation or post-observation conference) pursuant to the observation cycle or as otherwise permitted by the parties' APPR plan, or (ii) uses the Unit Plan for professional learning (e.g., non-evaluative conferencing with the principal or other administrators) within 20 school days of the collection or copying, absent unforeseen and unusual circumstances.

5. WORKDAY

I. SINGLE SESSION SCHOOL

Article 6 of the Teachers' CBA shall be amended to add the following:

Detailed below are the terms for a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 6 in the 2007-2009 teachers' collective bargaining agreement and corresponding articles in other agreements.

The following shall apply to single session schools only. The parties have agreed to repurpose the 150 minutes per week of extended time in Article 6.A.2 and all faculty and grade conference time as set forth below:

A. Default Workday Configuration for Teachers:

Unless modified through a School Based Option ("SBO") pursuant to Article 8B of the Teachers' CBA, the following shall apply to Teachers in Single Session Schools:

1. The school day shall be 6 hours and 20 minutes Monday through Friday.
2. On Mondays and Tuesdays, the day shall start no earlier than 8 a.m. and end no later than 4:00 p.m. The parties have agreed to repurpose the 150 minutes per week of extended time and all faculty and grade conference time be used instead as follows:
   a. On Mondays when school is in session there will be an 80-minute block of Professional Development immediately following the conclusion of the school day. Professional Development shall be collaboratively developed by a school based committee as set forth below in section B of this Article. If less than the entire 80-minute period is taken up by Professional Development activities, then the time will be utilized for Other Professional Work as set forth below.
   b. On Tuesdays when school is in session there will be a 75-minute block immediately following the conclusion of the school day that consists of 40-minutes for Parent Engagement activities as set forth below in section C of this Article, immediately followed by a 35 minute block of time for Other Professional Work as set forth in Sec. D of this Article. If less than the entire 40-minute block of time is taken up by Parent Engagement activities, then the time will be utilized for Other Professional Work as set forth Section D of this Article.

3. On Wednesday through Friday, the day shall begin no earlier than 8 a.m. and end no later than 3:45 p.m.
4. On citywide professional development days the workday shall be 6 hours and 50 minutes.

B. Professional Development:

Each school (and program functioning as a school) shall form a School-Based Staff Development Committee ("SDC"). Such committee will include the Chapter Leader and consist of equal number of members selected by the Chapter Leader and the Principal, respectively. The SDC shall collaboratively review, consider and develop the school-based professional development that is offered during the Professional Development block to be relevant to all participating staff-members, supportive of pedagogical practices and programs at the school and reasonable to prepare and complete during the Professional Development block. The Principal shall review the SDC's work but shall have final approval of Professional Development.

School and District and Functional Chapter Based Staff Development Committees, as described below and in corresponding agreements, shall each meet during the last clerical half day scheduled in June and/or a portion of the time during the workdays prior to the start of the instructional year when students are not in attendance, to begin their work regarding the upcoming and following school year's professional development. In addition, each may choose to also meet to continue their work during times when Other Professional Work, as defined herein, is appropriate.

It is recognized by the parties that some Professional Development activities will be appropriate for all staff and some will be most relevant to certain groups of staff members. Accordingly, schools are encouraged, where appropriate, to include differentiated professional development activities for groups or titles, including functional chapters, that is aligned to the groups' or titles' roles.

C. Parent Engagement:

Appropriate activities for the 40-minute Parent Engagement block are: face-to face meetings (individual or group) with parents or guardians; telephone conversations with parents or guardians; written correspondence including email with parents or guardians; creating newsletters; creating content for school/class websites and/or answering machines; preparing student report cards; preparing student progress reports, and preparing for any of the Parent Engagement activities listed herein. Teachers shall select from the activities listed to engage in during these blocks of time unless otherwise directed by the principal to another activity specified herein.

D. Other Professional Work:

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 shall select from the activities listed to engage in during these blocks of time unless otherwise directed by the principal to another activity specified herein. 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 I.B., an SDC may choose to also meet to continue its work during times when Other Professional Work is appropriate.

There will be one (1) or two (2) periods of time during the school year, based upon a school's MOSL selections, one in the Fall and one in the Spring, each of which shall be a minimum of 6 weeks in duration, that will be designated as "MOSL windows" for the entire school district by the DOE. The 6 week time periods need not be consecutive weeks. During these "MOSL windows" teachers shall be permitted to devote as much time as necessary during the entire Parent Engagement periods of time to perform MOSL related work. Should teachers not have the need to do MOSL related work during the MOSL window, they shall engage in either Parent Engagement or Other Professional Work as set forth herein.

E. Evening Parent-Teacher Conferences:

1. The two (2) existing afternoon Parent-Teacher Conferences shall be unchanged.
2. The two (2) existing evening Parent-Teacher Conferences shall be unchanged except that they shall be three (3) hours long.
3. There shall be two (2) additional evening Parent-Teacher Conferences. Each additional conference shall be three (3) hours long. Such conference time, together with a portion of the Tuesday activities block, shall replace all existing faculty and grade/department conferences as designated in the By-Laws and collective bargaining agreement.
4. The four (4) evening Parent-Teacher Conferences shall be held in September, November, March and May, respectively on dates to be determined by the

DOE. All conferences shall begin no earlier than 4:30 p.m. and end no later than 8:00 pm.

5. The September conference shall not be a traditional Parent-Teacher Conference but rather used for an alternative event using one of the following formats as determined by the school Principal and Chapter Leader in consultation with the School Leadership Team ("SLT"): Curriculum Night; Meet the Staff Night; Common Core or other training for Parents Night, or another non-traditional format mutually agreed upon by the Principal and Chapter Leader in consultation with the SLT. Should the principal and Chapter Leader not agree on a format, the default format for the September Conference shall be "Meet the Staff" night. It is understood that in schools which had previously exchanged faculty conference time for an evening event, those events are subsumed within the four (4) evening Parent-Teacher Conferences.
6. All existing rules, regulations and procedures regarding Parent Teacher Conferences continue to apply unless specifically modified herein.

F. School-Based Options ("SBO"):

In addition to the above described default schedule, the following configuration of the workday shall be approved by the President of the UFT and Chancellor if the other requirements of the SBO process as set forth in Article 8.B of the Teachers' CBA and corresponding articles of other contracts where applicable. The start and end time of the work day shall be specified in each of the SBOs.

1. 100/55 Option:

a. The school day shall be 6 hours and 20 minutes.

b. On Monday, the day shall begin no earlier than 8:00 am and end no later than 4:00 pm. On Tuesday through Friday the day shall begin no earlier than 8 am and end no later than 3:45 pm.

c. On Monday there shall be a 100 minute Professional Development period immediately following the end of the school day. If less than the entire 100 minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.

d. On Tuesday there shall be a 55 minute block for Parent Engagement. If less than the entire 55 minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work

2. 80/40/35 Option:

a. The school day shall be 6 hours and 20 minutes.

b. On Monday, the day shall begin no earlier than 8:00 am and end no later than 4:00 pm. On Tuesday through Friday the day shall begin no earlier than 8 am and end no later than 3:45 pm.

c. On Monday there shall be an 80 minute Professional Development period immediately following the end of the school day. If less than the entire 80 minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.

d. On Tuesday there shall be a 40 minute block for Parent Engagement immediately following the end of the school day. If less than the entire 40 minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work.

e. On Thursday immediately following the end of the school day, there shall be 35 minute period to be used for Other Professional Work.

The Chancellor and UFT President shall agree upon a third pre-approved SBO option for the 2014-15 school year.

Consistent with the contractual requirements, other SBO configurations voted on by schools shall be considered.

II. PARAPROFESSIONAL

Article 4 of the Paraprofessional CBA shall be amended to add the following:

The below sections are part of a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 4 in the 2007-2009 Paraprofessional CBA.

A. Workday.

Unless modified through a School Based Option ("SBO") pursuant to Article 8B of the Teachers' CBA, the following shall apply to Paraprofessionals in Single Session Schools:

Paraprofessionals shall have the same default workday as teachers in single session schools (as set for in Art. 6, Sec. ____ of the Teachers CBA), except that on Tuesdays when school is in session paraprofessionals shall only be required to work a 70-minute block immediately following the conclusion of the school day.

Any SBO adopted by a school reconfiguring the workday shall not increase or decrease the workday of paraprofessionals.

B. Professional Development.

1. Paraprofessionals shall participate in Professional Development activities per the guidelines set forth in Art. 6, Sec.____ of the Teachers CBA (I.B., above).

2. There shall be a citywide Paraprofessional Staff Development Committee ("SDC") consisting of the Paraprofessional Chapter Leader and equal numbers of members selected by the DOE and the Paraprofessional Chapter Leader. The Paraprofessional SDC shall collaboratively review, consider and develop professional development programs relevant to Paraprofessional duties for both citywide professional development days and for schools to consider. The DOE shall review the SDC's work but shall have final approval of Professional Development

C. Parent Engagement.

During this block of time, as defined in Art. 6, Sec. ____ of the Teachers CBA, paraprofessionals shall assist teachers in Parent Engagement activities or other activities appropriate to their title subject to approval by the principal.

D. Other Professional Work.

During either of the Professional Development or Parent Engagement blocks of time, as defined in Art., 6, Sec.____ of the Teachers CBA, when teachers may engage in Other Professional Work and when no relevant appropriate professional development is offered, paraprofessionals shall assist teachers by performing Other Professional Work appropriate to their title.

III. FUNCTIONAL CHAPTERS

A. Each UFT-represented functional chapter employed by the Board "DOE" except Paraprofessionals (which are provided for in Sec. II herein), shall amend its CBA to add the following:

The below sections are part of a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of the respective 2007-2009 CBAs.

1. For each UFT-represented functional chapter employed by the Board ("DOE") there shall be a citywide Staff Development Committee ("SDC") consisting of the Functional Chapter Leader and equal numbers of members selected by the DOE and the Functional Chapter Leader. Each citywide functional chapter committee shall collaboratively review, consider and develop professional development programs relevant to the respective chapter's duties and reasonable to prepare and complete within the chapter's existing workday. The DOE shall review the SDC's work but shall have final approval of professional development.
2. Unless explicitly stated herein all functional chapters shall continue with their work day schedules as reflected in the 2007-2009 collective bargaining agreements.

B. The CBAs for Guidance Counselors (Art. 6), and School Psychologists and Social Workers (Art. 6) shall be amended to add the following:

This is part of a one (1) year pilot to occur during the 2014-2015 school year only. Should the parties wish to continue this model, they must agree in writing to do so by June 15, 2015. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 6 in the 2007-2009 Guidance Counselors and School Psychologists and Social Workers CBAs.

The workday for Guidance Counselors, School Psychologists, and Social Workers shall remain the same. However, the parties agree that existing faculty conference time shall be repurposed so that Guidance Counselors, School Psychologists and Social Workers shall attend the four previously mentioned evening Parent Teacher Conferences. They shall attend the evening parent-teacher events as follows:

September – 3 hours
November – The first 2 hours 10 minutes
March – 3 hours
May – The first 2 hours and 10 minutes.

IV. MULTI-SESSION / DISTRICT 75 and 79 SCHOOLS:

Article 6 of the Teachers' CBA shall be amended by adding the following language immediately after Sec. I, above:

The following shall apply to Multi-session, District 75 and District 79 Schools only, for the duration of the pilot and, if continued, thereafter:

A. The parties both understand and agree that staff in multi-session and Districts 75 and 79 schools need and deserve support and professional development and that such schools would also benefit from additional parent engagement opportunities. Each school should have an opportunity to address those needs within its unique scheduling and programmatic structures. Accordingly, the default workday and workday configuration, including faculty and grade/department conferences, for multi-session and Districts 75 and 79 Schools remains as set forth in the 2007-2009 collective bargaining agreements.

B. Each multi-session school and each District 75 and 79 school shall form a School-Based Staff Development Committee ("SDC"), in accordance with the parameters outlined for such Committees in the Single Session Schools section above. In addition to the duties of a SDC in a single session school, multi-session and District 75 and 79 SDCs shall discuss potential SBO's for the configuration of time appropriate to the scheduling needs of those schools so as to provide for appropriate blocks of time to be used for Professional Development, Parent Engagement, and Other Professional Work. The UFT and the DOE

agree to consider any such proposed SBO in light of the individual school's scheduling and programmatic needs.

C. There shall also be Central District 75 and District 79 SDCs consisting of an equal number of members selected by the applicable UFT District Representative and the District Superintendent, which shall address specific professional development and scheduling needs in District 75 and 79, respectively.

D. The parties agree to discuss and develop mutually agreeable SBO options for Multi-Session, District 75 and District 79 schools

6. TEACHER EVALUATION/PEER VALIDATOR

Article 8J of the Teachers' CBA shall be amended to include the following:

The Board (DOE) and UFT agree that the following, subject to approval by the Commissioner of Education, represents the Parties APPR Plan as required by Education Law § 3012-c.

This Article replaces the Commissioner's June 1, 2013 APPR decision and subsequent clarification decisions dated September 5, 2013 and November 27, 2013 (collectively "the Commissioner's Decision").

Except as modified herein, the terms of the Commissioner's Decision are incorporated by reference and remain in full force and effect. Except as stated herein, any dispute regarding this APPR Plan and the Commissioner's Decision shall be resolved exclusively through negotiation between the parties or the grievance process set forth in Article 22 of the parties' collective bargaining agreement. Any issue regarding the implementation of the APPR Plan with respect to the Measures of Student Learning and scoring that was not addressed in the Commissioner's Decision, shall be resolved through negotiations between the parties and, in the absence of an agreement, referred to the State Education Department for clarification.

The Parties agree to submit a draft APPR Plan to the State Education Department no later than May 15, 2014.

Teacher Practice Rubric

In order to simplify and focus the use of Danielson's *Framework for Teaching* (2013 Edition), and reduce unnecessary paperwork, only the following eight (8) components of the rubric shall be rated: 1(a), 1(e), 2(a), 2(d), 3(b), 3 (c), 3(d), and 4(e). These eight (8) components shall be referred to herein as the "Danielson Rubric." Any reference to Danielson or the Danielson Rubric in the Commissioner's Decision shall be deemed to refer only to these eight (8) components. In each observation, all components of the Danielson Rubric shall be rated for which there is observed evidence. The remaining components of the *Danielson Framework for Teaching* (2013 Edition) not describe herein will continue to be used by the Parties for formative purposes.

Observation Cycle

1. Feedback following an observation must be provided to the teacher within fifteen (15) school days of the observation. Feedback must be evidence-based and aligned to the Danielson Rubric.
2. Evaluator forms shall be provided to the teacher no later than forty-five (45) 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.
3. The parties agree that Teacher Artifacts (as defined in the Commissioner's Decision) shall not be used in determining the Other Measures of Effectiveness ("Measures of Teaching Practice") subcomponent rating. Teachers are not required to submit Teacher Artifacts (as defined in the Commissioner's Decision) except principals have the discretion to collect evidence related to the Danielson Rubric in a manner consistent with the collective bargaining agreement and the Commissioner's Decision. The DOE and UFT shall jointly create guidance for evaluators on the collection of evidence for the Danielson Rubric. Whenever possible, the Parties will jointly present this guidance to school communities.
4. An evaluator shall provide a score on any component that is observed from the Danielson Rubric regardless of the observation option selected by the teacher and regardless of whether it is a formal or informal observation (as defined by the Commissioner's Decision).
5. In addition to the two observation options set forth in the Commissioner's Decision, teachers who have received "Highly Effective" as their final APPR rating in the previous year may choose Option 3. Option 3 consists of a minimum of three (3) informal observations that are used for evaluative purposes. Option 3 is subject to the same procedures and scoring rules as Options 1 and 2 as provided for in the Commissioner's Decision as modified by this APPR Plan.

   A teacher that chooses Option 3 shall make his/her classroom available for three (3) classroom visits by a colleague per school year. The classroom visits described herein shall not be used for any evaluative purpose. Any additional classroom visits by colleagues shall only be with the consent of the teacher selecting Option 3. The date and time of such visits shall be scheduled jointly by the teacher selecting Option 3 and the principal.
6. An evaluator may assess a teacher's preparation and professionalism only if the evaluator's conclusions are based on observable evidence pertaining to components 1a, 1e, and/or 4a of the Danielson Rubric during an observation or if the evaluator observes evidence for these components during the fifteen (15) school days immediately preceding a classroom observation.

7. The parties agree to create an evaluator form that will allow evaluators to rate and delineate between all components observed during a classroom observation as well as (for components 1a, 1e, and 4e only) observed within fifteen (15) school days prior to the classroom observation as part of an assessment of a teacher's preparation and professionalism. Each evaluator form shall contain lesson-specific evidence for components observed during a classroom observation and teacher-specific evidence for components observed as part of an assessment of a teacher's preparation and professionalism.
8. An evaluator shall not include or consider evidence regarding the preparation and professionalism on an evaluator form if such evidence (or conduct) is also contained in a disciplinary letter to the teacher's file, unless the evidence was directly observed by the evaluator during a classroom observation (in which case the evidence may be on both an evaluator form and in a disciplinary letter). Evidence not related to components 1a, 1e, and/or 4e, or directly observed by the evaluator in the fifteen (15) school day period immediately preceding a classroom observation shall not be considered in a teacher's evaluation.
9. Consistent with the Commissioner's Decision, there shall be Initial Planning Conferences ("IPC") and Summative End of Year Conferences (as defined therein). Teachers shall have the sole discretion of setting professional goals as part of the IPC. The DOE will explicitly state this in guidance for evaluators and educators for the 2014-15 school year and thereafter.

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) the evaluator shall videotape the observations in the following manner: (i) if the teacher selected Option 1, the formal observation shall be videotaped; (ii) if the teacher selected Option 2, two (2) of the informal observations shall be videotaped (at the evaluator's option); or (iii) if the teacher selected Option 3, one (1) of the informal observations shall be videotaped (at the evaluator's option).
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).

Covered Employees

1. The DOE and the UFT agree to jointly request that the State Education Department issue a determination as to whether teachers of programs for suspended students and teachers of programs of incarcerated students are subject to Education Law § 3012-c (and therefore subject to this APPR Plan). Such decision shall be incorporated by reference into this APPR Plan.
2. In order for a classroom teacher to be covered by this APPR Plan, the teacher must be teaching for at least six (6) cumulative calendar months in a school year. If the teacher does not satisfy this requirement he/she shall not be covered by this APPR Plan and shall be subject to the evaluation system set forth in Article 8J of the collective bargaining agreement and Teaching for the 21st Century.
3. The following shall apply to teachers who are teaching for more than six (6) cumulative calendar months in a school year but less than the full year due to either (a) paid or unpaid leave of absence; (b) reassignment from teaching responsibilities; or (c) the teacher commenced, or separated from, employment mid-year:

   (a) When a teacher is absent from the first day of school until the last Friday of October, the IPC (as defined in this APPR Plan) shall be conducted within ten (10) school days of his/her return to school.

   (b) When a teacher is absent between the last Friday of April and the last Friday of June, and the absence was foreseen and the evaluator was aware that the teacher would not be present during this period (e.g., they are taking a maternity leave), the Summative Conference shall be held before the teacher leaves.

   (c) When a teacher is absent between the last Friday of April and the last Friday of June and the absence was unforeseen (e.g., extended leave) and therefore the evaluator could not conduct the Summative Conference ahead of time, the Summative Conference shall be held no later than the last Friday of October in the following school year. Evaluators shall have the discretion to conduct the IPC and Summative Conference at the same time but must fulfill all the requirements of both conferences.

   (d) When a teacher is unexpectedly absent for the remainder of the school year (e.g., extended leave), the teacher shall have a minimum of two (2) observations, which shall fulfill the observation requirements set forth herein.

   (e) When a teacher is absent during the period when the baseline or post-test assessments are administered, and the teacher was assigned individual target populations for his/her State and/or Local Measures, the teacher will still receive Local and/or State Measures for individual target populations.

(f) When a teacher is absent during the period when the targets are set (for assessments with goal-setting), the teacher shall set targets and have their targets approved within the first month of his/her return to school.

The DOE shall explicitly state the rules described herein in guidance for educators for the 2014-15 school year and all school years thereafter.

Multiple Observers

For formative purposes (observations conducted entirely for non-evaluative purposes), no more than four (4) observers (either school-based or from outside of the school) may be present in a classroom. Additional observers may be present in teacher's classroom with the teacher's consent. The visits described in this paragraph shall not be considered when scoring the Measures of Teacher Practice subcomponent.

For evaluative purposes, no more than one (1) evaluator (as defined by the Commissioner's Decision) and two (2) school-based observers (i.e., the Superintendent or Assistant Superintendent or trained administrator of the teacher's school) may be present during a formal or informal observation. The evaluator shall be solely responsible for the observation report. The DOE and UFT shall jointly create guidance for evaluators on the role of multiple observers. Whenever possible, the Parties will jointly present this guidance to school communities.

In extraordinary circumstances, only one (1) of the two (2) observers described herein may be an observer from outside of the school may observe. The outside observer may only be either a Network Leader or Deputy Network Leader (or its functional equivalent).

Student Surveys

The DOE shall pilot student surveys during the 2013-2014 at mutually agreed upon schools and in all schools during the 2014-2015 school year. During the pilot, student surveys shall not be used for evaluative purposes. At the conclusion of each pilot year, the DOE and UFT shall meet to discuss the results of the pilot and discuss the possibility of continuing/discontinuing the pilot and use of the surveys for evaluative purposes. If agreement is not reached at the conclusion of each pilot year, the student surveys shall be used for non-evaluative purposes in the 2014-2015 school year and evaluative purposes starting in the 2015-16 school year and thereafter. The implementation and scoring of the student surveys in 2015-16 and thereafter shall be consistent with the Commissioner's Decision.

Scoring

For all formal and informal observations (as defined by the Commissioner's Decision), all components of the Danielson Rubric shall be rated for which there is observed evidence. At the end of the school year, Overall Component Scores shall be created for each of the eight (8) components. The Overall Component Scores shall be the average of each rated component from the observations and/or assessments of a teacher's preparation and professionalism.

An Overall Rubric Score will then be calculated by taking the weighted average of the Overall Component Scores, using the following weightings: 1a (5%), 1e (5%), 2a (17%), 2d (17%), 3b (17%), 3c (17%), 3d (17%), 4e (5%).

Formal and informal observations (as defined by the Commissioner's Decision) shall not receive average observation ratings.

Formal and informal observations (as defined by the Commissioner's Decision) will no longer be afforded the weights as provided for in the Commissioner's Decision.

The Overall Rubric Score shall be the basis for the 60 points of the Measures of Teaching Practice subcomponent, unless the student surveys are used for evaluative purposes. If student surveys are used for evaluative purposes, the Overall Rubric Score shall count for 55 of the 60 points of the Measures of Teaching Practice subcomponent score. The implementation and scoring of the student surveys in 2015-16 and thereafter shall be consistent with the Commissioner's Decision.

Courses That Are Not Annualized

In the event that Measures of Student Learning (MOSL) assessment options do not include options for non-annualized courses: 1) in a school where each of the terms covers content where the second term builds on content from the first, the fall teacher shall administer the baseline and the spring teacher shall administer the post-test. Teachers from all terms will be held accountable for the students' results; or 2) in a school where the second term does not build on content from the first, these teachers shall be assigned Linked or Group Measures. Notwithstanding the foregoing, with respect to a teacher of a course leading to a January Regents, the post-test is the January Regents and a baseline shall be administered in the fall.

For Group and Linked Measures (as defined herein), if a student takes the same Regents exam in January and June, only the higher result will be used for State and Local Measures. For non-Group and Linked Measures, if a student takes the same Regents exam in January and June, and has the same teacher in the fall and spring, only the higher result will be used for State and Local Measures. If the student has different teachers in the fall and spring, the January Regents will be used for the fall teacher and the June Regents for the spring teacher.

Students will be equally weighted in a teacher's State and/or Local Measures subcomponent score if they are in a teacher's course for the same length of time (regardless of whether they take the January or June Regents).

For assessments that use growth models, the DOE will calculate scores following the rules outlined above. For assessments that use goal-setting, the teacher who administers the baseline will recommend targets for the students and the principal will approve. Fall term teachers shall set targets on the same

timeline as other teachers. It is recommended that in the fall principals consult with subsequent term teachers about student targets if their assignments are known. Principals shall share these targets with subsequent term teachers within the first month of the start of the new term and provide these teachers with an opportunity to recommend any additional changes to student targets. Principals shall communicate any changes to targets to all affected teachers.

For assessments that use goal-setting, teachers of subsequent term courses who have students who have not previously had targets for them shall set and have their targets approved within the first month of the start of the new term.

State and Local Measures selections for teachers of non-annualized courses, including the application of the 50% rule, shall be determined based upon the teachers' entire school year schedule. As subsequent term selections may not be known in the fall, teachers shall administer all applicable assessments for the grades/subjects they are teaching in the fall.

Rules Regarding Measures of Student Learning

For the 2014-2015 school year and thereafter the DOE shall issue guidance to the School MOSL Committee that sets forth and explains the rules described herein.

There is no limit on the number of Local Measures that a School MOSL Committee, as defined in this APPR Plan, can recommend for a particular grade or subject. If a School MOSL Committee selects the same assessment but different group for the Local Measures subcomponent, the following are allowable subgroups since the DOE is currently analyzing the performance of these groups of students: 1) English Language Learners, 2) students with disabilities, 3) the lowest-performing third of students, 4) overage/under-credited students, or 5) Black/Latino males (consistent with New York City's Expanded Success Initiative).

School MOSL Committees shall consider, when selecting subgroups for Local Measures that the intent of having both Local and State Measures is to have two different measures of student learning. Using subgroups for Local Measures, by nature of the fact that they are a subset of the overall population, will in many instances mean that State and Local Measures are more similar to one another than if different assessments are used for State and Local Measures. Therefore, subgroups should not be selected for teachers in some schools if the subgroup selected reflects the entire population of students the teacher serves (e.g., if a teacher only teaches English Language Learners, the Committee shall not select English Language Learners for their Local Measures and all of their students for the same assessment on their State Measures).

In the event that schools inadvertently select the same measures for State and Local Measures (after to the extent possible they have had an opportunity to correct), the lowest third performing students will be used for Local Measures and the entire populations of students used for State Measures.

The Central MOSL Committee will revisit the list of allowable subgroups annually, taking into account feedback from educators. If the Central MOSL Committee cannot agree on new/different subgroups, the current list of subgroups will be used.

Evaluators cannot choose to go above the 50% rule in selecting teachers' State Measures. The 50% rule will be followed for State Measures, per State Education Department guidance, such that teachers' State Measures must be determined as follows: for teachers of multiple courses, courses that result in a state growth score must always be used for a teacher's State Measures. If a teacher does not teach any courses that result in state growth scores, or state growth score courses cover less than 50% of a teacher's students, courses with the highest enrollment will be included next until 50% or more of students are included.

The 50% rules shall not apply to Local Measures. School MOSL Committees shall select the method that shall be used to determine which courses shall be included in a teacher's Local Measure. In the 2014-15 school year and thereafter, the DOE will 1) state this rule, provide guidance for teachers of multiple courses, and describe the benefits and considerations of not following the 50% rule for Local Measures and 2) explain how to record and track Local Measures selections for individual teachers when the 50% rule is and is not used for Local Measures.

The process for setting student targets for Local Measures is the same as the process for setting student targets for State Measures. The only exception is Group Measures (not including Linked Measures) for Local Measures. For Group Measures, the School MOSL Committees will have the option of recommending for Local Measures that student targets are set either 1) following the process used for State Measures or 2) by the Committee. If the School MOSL Committee's chooses to create the targets and the principal accepts the School MOSL Committee's recommendation, the School MOSL Committee must create these targets no later than December 1. Targets must be submitted using a format determined by the DOE. In the event that the School MOSL Committee cannot agree on Group Measures targets for Local Measures, Group Measures targets will be determined following the process used for State Measures which requires that superintendents must finalize targets by January 15.

School MOSL Committees may recommend which baselines will be used for Local Measures from a menu of options created by the DOE. The only exceptions are instances where the same assessments are used for teachers in the same grades/subjects for State Measures. In these instances, the Principal shall select the baselines that will be used for State and Local Measures.

School MOSL Committees may recommend that Local Measures, Group Measures and Linked Measures may be used with state-approved 3rd party assessments. The DOE shall create guidance that will include a description of which 3rd party assessments it can use to create growth models.

School MOSL Committees may recommend that for Local

Measures, Group Measures and Linked Measures may be used with NYC Performance Assessments. The DOE shall create guidance which will include a description of which NYC Performance Assessments it can use to create growth models, as well as the implications of selecting Group Measures with NYC Performance Assessments for scoring.

Regarding the Local Measures school-wide default, if a School MOSL Committee makes recommendations for Local Measures in only some grades/subjects, the principal may accept those recommendations and the Local Measures default would apply for the grades and subjects for which there is no recommendation. Principals must choose to accept either all a School MOSL Committee's recommendations or none of the School MOSL Committee's recommendations. If the School MOSL Committee recommends the Local Measures default (or the principal does not accept the School MOSL Committee's recommendations and therefore the Local Measures default must be used), teachers must administer NYC Performance Assessments in grades 4-8 ELA and Math (if they are included in the DOE's menu of NYC Performance Assessments that are approved by the Commissioner annually). In the foregoing scenario, the DOE growth models will be used to calculate a teacher's score on the NYC Performance Assessments in grades 4-8 ELA and Math.

Growth Model Conversion Charts

For assessments where schools opt to use DOE-created growth models for State or Local Measures, including the Local Measures default, the DOE shall create scoring charts that convert growth model scores into 0-20 points, taking into account confidence intervals. These charts must be shared and discussed with the MOSL Central Committee (as defined herein) annually. In addition, analyses will be conducted and shared with the MOSL Central Committee regarding the comparability of Individual, Group, and Linked Measures. If members of the MOSL Central Committee do not agree with any element of the growth model conversion charts and/or how they were created, the MOSL Central Committee members that are in disagreement may submit in writing to the Chancellor their reasons for disagreement.

The parties agree to convene a MOSL Technical Advisory Committee (the "MOSL TAC") consisting of one person designated by the DOE, one person designated by the UFT, and a person mutually-selected by the Parties. To ensure a meaningful and fair distribution of ratings, the MOSL TAC shall review the methodology and approach to the creation of growth models and their conversion charts and provide recommendations to the Chancellor. The Chancellor shall have final decision-making authority on the growth model conversion charts.

Measures of Student Learning Options

1. For the 2014-15 school year and thereafter the DOE shall create new measures (referred to as "Linked Measures") for Local and State Measures of Student Learning such that there is an option for each teacher to be evaluated based upon assessment results of students he/she teaches. Some or all assessments are not linked to courses the teacher teaches.
2. For the 2013-14 school year, the following process for "procedural appeals" will only apply to "Group Measures" (i.e., measures where teachers are evaluated based on the performance of some or all students they do not teach). For the 2014-15 and 2015-16 school years, the following process for "procedural appeals" will apply to Linked Measures and Group Measures. For the 2016-17 school year and thereafter the following process for "procedural appeals" will apply only to Group Measures. In all cases, teachers with 50% or more of their Local or State Measures based on Linked Measures/Group Measures shall be eligible for the procedural appeals process.
3. If a teacher receives "Ineffective" ratings in both the State and Local Measures subcomponents and either is based on Linked Measures or Group Measures, and in that year the teacher receives either a "Highly Effective" or "Effective" rating on the Measures of Teaching Practice subcomponent, the teacher shall have a right to a "procedural appeal" of such rating to a representative of the DOE's Division of Teaching and Learning.
    a. If the teacher receives a "Highly Effective" rating on the Measures of Teaching Practice subcomponent, there shall be a presumption that the overall APPR rating shall be modified by the DOE such that the overall "Ineffective" rating becomes either an "Effective" rating (in the instance where *both* the State and Local Measures of Student Learning subcomponents are based on Linked Measures or Group Measures) or a "Developing" rating (in the instance where only one of the State or Local Measures of Student Learning subcomponents is based on Linked Measures or Group Measures);
    b. If the teacher receives an "Effective" subcomponent rating on the Measures of Teaching Practice, there shall be a presumption that the overall APPR rating shall be modified by the DOE such that the overall "Ineffective" rating becomes a "Developing" rating if *both* the State and Local Measures of Student Learning subcomponents are based on Linked Measures or Group Measures. If only one of the State or Local Measures of Student Learning subcomponents be based on Linked Measures or Group Measures, the rating shall be appealed to the principal, who shall have the discretion to increase the teacher's overall APPR rating. If the principal does not respond to the

appeal, the teacher's overall APPR rating shall be modified to a "Developing" rating.

c. The above-described procedural appeal process is separate and distinct from, and in addition to the appeal processes set forth in the Commissioner's Decision.

4. In the event a teacher receives an "Highly Effective" rating in both the State and Local Measures of Student Learning, and neither is based on Linked Measures or Group Measures, and in that year the teacher is rated "Ineffective" on Measures of Teaching Practice subcomponent, and this results in the teacher receiving an "Ineffective" overall APPR rating, the UFT may choose to appeal the rating to a three (3) member Panel consistent with the rules for Panel Appeals as described in Education Law § 3012-c (5-a) and the Commissioner's Decision. However, these appeals shall not be counted towards the 13% of "Ineffective" ratings that may be appealed pursuant to Education Law §3012-c (5-a)(d) and the Commissioner's Decision.

5. The Parties agree to meet each fall to review and discuss other types of anomalies in scoring and determine appropriate actions.

6. The DOE and UFT shall establish a Measures of Student Learning Central Committee consisting of an equal number of members selected by the DOE and the UFT (herein referred to as the "MOSL Central Committee"). The MOSL Central Committee shall convene within sixty (60) days after the ratification of this agreement by the UFT and each month thereafter. The MOSL Central Committee shall explore additional assessment options for the 2014-15 school year, which could include state-approved 3rd party assessments or existing assessments (e.g., Fitnessgram, LOTE exams), and review and approval by the Chancellor, which would be offered as non-mandated options for State and Local Measures. The MOSL Central Committee shall also examine the current range of options and discuss expanded options for the State and Local Measures of Student Learning including, but not limited to, subject-based assessments, the use of portfolios, project-based learning, and/or semi-annualized/term course assessments. The MOSL Central Committee will also examine potential changes to the Local Measures default each school year. The MOSL Central Committee shall propose expanded options for the 2015-16 school year and thereafter. Expanded options proposed by the MOSL Central Committee shall be implemented for the 2015-2016 school year and thereafter subject to review and approval by the Chancellor. All MOSL options for the 2014-15 school year and thereafter shall be shared with the MOSL Central Committee. The MOSL Central Committee shall review all MOSL options to determine which options shall be proposed to the Chancellor for approval. If members of the MOSL Central Committee cannot agree which options should be proposed to the Chancellor, the MOSL Central Committee members that are in disagreement may submit in writing to the Chancellor their reasons for disagreement. The Chancellor shall have final decision-making authority.

7. There will be no State Measures default. Principals must make decisions for State Measures for all applicable grades/subjects in their school by the deadline. For the 2014-15 school year, the Local Measures default for all schools shall be a school-wide measure of student growth based on all applicable assessments administered within the building which are limited to NYC Performance Assessments, if developed by August 1 prior to the start of the school year, and/or state-approved 3rd party assessments (Chancellor must select by August 1 prior to the start of the school year), and/or state assessments. The DOE and UFT shall annually review the Local Measures default and discuss the possibility of altering the default. If agreement is not reached at the conclusion of each year, the default will be the same as that used in the 2014-15 school year.

8. All decisions of the School MOSL Committee (as defined in the Commissioner's Decision) must be recommended to the principal and the principal must 1) accept the recommendation (or opt for the Local Measures default) and 2) select the State Measures no later than ten (10) school days after the first day of school for students.

9. In the event that a school uses the goal-setting option for State or Local Measures, teachers must submit their proposed goals to their building principal or designee no later than November 1 of each school year absent extraordinary circumstances. The principal or designee must finalize teacher's goals no later than December 1 of each school year, absent extraordinary circumstances.

10. Teachers whose MOSL scores would have been subject to chart 2.11 or 3.13 of the Commissioner's Decision shall now be assigned points such that 85%-100% of students must meet or exceed targets for a teacher to be rated Highly Effective; 55%-84% of students must meet or exceed targets for a teachers to be rated Effective; 30%-54% of students must meet or exceed targets for a teacher to be rated Developing; and 0%-29% of students must meet or exceed targets for a teacher to be rated Ineffective.

Peer Validator

1. Except as modified herein, the Peer Validator shall replace the Independent Validator and fulfill all of the duties of and comply with the provisions applicable to the Independent Validator set forth in Education Law § 3012-c(5-a) and the Commissioner's Decision.

2. **Term:** The Peer Validator program shall be two (2) school years (2014-15 and 2015-16). At the end of the two years, the parties must agree to extend the Peer Validator program and in the absence of an agreement the parties shall revert to the Independent Validator process as set forth in Education Law § 3012-c(5-a) and the Commissioner's Decision.

3. **Selection:** A joint DOE-UFT committee composed of an

equal number of members from the UFT and the DOE (the "Selection Committee") shall be established to determine selection criteria and screen and select qualified applicants to create a pool of eligible candidates. The Deputy Chancellor of Teaching and Learning shall select all Peer Validators from the pool of all eligible candidates created by the Selection Committee. To be eligible to become a Peer Validator an applicant must have at least five (5) years teaching experience; be tenured as a teacher; have received an overall APPR rating of Highly Effective or Effective (or Satisfactory rating where applicable) in the most recent school year; and either be a teacher, a teacher assigned, an assistant principal with reversion rights to a tenured teacher position, or an education administrator with reversion rights to a tenured teacher position.

4. **Duties:** The term for a Peer Validator shall be for two (2) years. All Peer Validators shall work under the title of Teacher Assigned A and shall have the same work year and work day as a Teacher Assigned A as defined in the collective bargaining agreement. Peer Validators shall report to the Deputy Chancellor of Teaching and Learning or his/her designee. Peer Validators shall conduct observations consistent with the Commissioner's Decision and shall not review any evidence other than what is observed during an observation by the Peer Validator. All assignments are at the discretion of the DOE, however Peer Validators shall not be assigned to any school in which s/he previously worked. The parties agree to consult regarding Peer Validator assignments and workload. Peer Validators shall be reviewed and evaluated by the Deputy Chancellor of Teaching and Learning or his/her designee. The review and evaluation of a Peer Validator shall not be based in any way on whether the Peer Validator agrees or disagrees with the principal's rating. A Peer Validator may be removed from the position at any point during the program provided that both the DOE and UFT agree. Teachers who become Peer Validators shall have the right to return to their prior school at the end of their term as a Peer Validator.

5. **Compensation:** Peer Validators shall receive additional compensation in the amount of fifteen thousand dollars ($15,000.00) per year for the term of this agreement above the applicable teacher compensation in accordance with the collective bargaining agreement.

7. TEACHER LEADERSHIP POSITIONS

Article 11 of the Teachers' CBA shall be amended to add the following. In addition, the Section on Teacher Ambassador and applicable parts of the "General" Section shall be added to the CBAs for Guidance Counselors, Social Workers and School Psychologists.

The Union and DOE wish to create opportunities for exemplary teachers to remain in their title of teacher but to extend their reach and role through the establishment of Teacher Leadership positions including Master Teacher, Model Teacher, and Teacher Ambassador.

A joint UFT-DOE Committee will be established for the Teacher Leadership Initiatives. For the 2014-15 school year, the Joint Committee on Teacher Leadership Initiatives will begin meeting as soon as practicable to ensure a timely implementation of the Teacher Leadership Initiative. Thereafter, the Joint Committee on Teacher Leadership Initiatives will meet on a monthly basis or on another mutually agreeable basis to discuss policy aspects of the Teacher Leadership Initiative such as: the focus for Teacher Leadership work; identification and dissemination of best practices; professional development priorities and design; and research including focus groups and surveys to obtain feedback and ensure continuous improvement in implementation. The Joint Committee on Teacher Leadership Initiatives shall issue findings and proposed actions to the Chancellor and the UFT President.

Teacher Ambassador

Teacher Ambassadors are teachers and other educators who volunteer to participate and are selected to be assigned for one year (the "Ambassador Year") to a paired Education Exchange School. Education Exchange Schools are schools paired within a borough where there has been a determination of interest and value in the sharing of instructional best practices, initiatives, and strategies through the temporary exchange of classroom teachers. Schools will be paired together based on a variety of factors such as school level, geography, and capacity to benefit from shared experience and exchange with another school community.

The Chancellor will solicit recommendations for pairings from the broader education community and invite interested schools to submit a proposal. Interested schools will submit a proposal with a plan indicating the reasons schools wish to participate; evidence of consultation with the school community through the appropriate channels, e.g. the School Leadership Team; anticipated benefits to both schools, and plan for implementation. The DOE and UFT will jointly review the applications. The UFT will be consulted on Education Exchange School pairings before final designations are made. Education Exchange Schools will be selected by the Chancellor and the number of schools, if any, positions, and licenses will be at the discretion of the Chancellor. The Chancellor reserves the right to cancel the exchange for any pairing by notification to the UFT and affected parties by August 31.

During the Ambassador Year, in addition to classroom teaching responsibilities, the Teacher Ambassadors will be expected, consistent with the collective bargaining agreement ("CBA"), to support and engage in activities to promote the sharing, implementation and development of instructional best practices in both Exchange Schools. Teacher Ambassadors will have the same contractual rights and privileges as teachers except as set forth below.

Teacher Ambassadors shall receive additional compensation in the amount of $7,500 per year for the term of this agreement above the applicable teacher salary in accordance with the CBA.

Teacher Ambassadors will work an additional two days during the summer to be scheduled during the week preceding Labor Day and an additional two hours each month outside the normal workday, according to a schedule and plan set and approved by the Education Exchange School's principal.

For teachers serving as Teacher Ambassadors school seniority during and after the Ambassador year shall be considered to be continuous as if there is no change in schools.

Teaching program assignments shall be at the discretion of the Education Exchange School principal.

The Ambassador Year will be for one school year, e.g. September to June. During that time, the Teacher Ambassador will be assigned to the Exchange School. At the conclusion of the Teacher Ambassador year, the teacher will be assigned back to their home school (i.e., the school they were assigned to prior to the Ambassador Year). Teacher Ambassadors must commit to serve the full school year in the Exchange School and must commit to serve at their home school at the conclusion of their Teacher Ambassador year for a minimum of one additional school year. The Chancellor may waive these provisions in extraordinary circumstances.

Teacher Ambassadors will be selected in the following manner:

Postings will be developed jointly by the Exchange School principals in consultation with the UFT. The postings will delineate the teaching assignments in each school (e.g., grade level(s) and subject). Postings will require an Effective or Highly Effective rating (or Satisfactory rating where applicable) in the prior school year for eligibility. Selection will be made by both principals in accord with the selection criteria contained in the posting. Selections will be made by the end of the school year or as soon thereafter as possible.

Master Teacher

In addition to their duties as a teacher, Master Teachers will take on additional responsibilities to support the instructional practice of other teachers in their school. Master Teachers will work closely with school leadership on developing instructional capacity through activities such as coordinating school-based instructional support activities; leading study groups around standards, assessments, and instruction; serving in teacher leadership positions on school teacher teams; coaching and debriefing with teachers after classroom visits; assisting in the establishment of teachers' professional development goals; and modeling best practices in their classroom.

Master Teachers shall receive additional compensation in the amount of $20,000 per year for the term of this agreement above the applicable teacher salary in accordance with the CBA.

Master Teachers will work an additional three days during the summer to be scheduled during the week preceding Labor Day according to a schedule and plan set and approved by the superintendent. Master Teachers will also work an additional four hours each month during the school year outside the contractual workday according to a schedule created by the Master Teacher and approved by the principal.

Master Teachers will be relieved from a minimum of one teaching period each day and will use this time as well as their professional periods to perform responsibilities associated with their position as a Master Teacher.

The Master Teacher will carry out the additional responsibilities associated with his/her position as a Master Teacher during the contractual workday and the additional four hours per month according to a plan created by the Master Teacher and reviewed and approved by the principal on a monthly basis.

Participation by other teachers in activities involving the Master Teacher will be done in accordance with the CBA.

Master Teachers will be selected and assigned in the following manner.

A UFT-DOE Joint Selection Committee consisting of an equal number of members selected by the Chancellor and by the UFT President will be established to screen and select qualified applicants to create a pool of eligible candidates. Postings will require an Effective or Highly Effective rating (or Satisfactory rating where applicable) in the prior school year for eligibility. The Joint Selection Committee may choose to have a process whereby incumbent Master Teachers may be renewed in the eligible pool through a modified screening and selection process.

Unless otherwise agreed to by the parties, the Joint Selection Committee will post for the pool in the spring and conduct the screening and selection process by July 1. Final selections for candidates will be made by the conclusion of the Open Market. The Joint Selection Committee will agree to a process whereby, if necessary, additional vacancies that arise during the school year can be filled from qualified candidates.

Principals will make selections of Master Teachers only from the pool of eligible candidates selected by the Joint Selection Committee. Individuals in the pool selected by a principal are not obligated to accept an offer for a Master Teacher position.

The Master Teacher position will be for a term of one year.

Model Teacher

In addition to their duties as a teacher, Model Teachers will take on additional responsibilities to support the instructional practice of other teachers in their school through activities such as establishing a laboratory classroom in their own class-

room; demonstrating lessons; exploring emerging instructional practices, tools or techniques; and reflecting on and debriefing a visit from a colleague.

Model Teachers shall receive additional compensation in the amount of $7,500 per year for the term of this agreement above the applicable teacher salary in accordance with the CBA.

Model Teachers will work an additional two days during the summer to be scheduled during the week preceding Labor Day according to a schedule and plan set and approved by the superintendent. Model Teachers will also work an additional two hours each month during the school year outside the contractual workday according to a schedule created by the Model Teacher and approved by the principal.

Model Teachers will use their professional periods to perform responsibilities associated with their position as a Model Teacher. In elementary schools organized on a seven-period per day schedule, Model Teachers will be relieved of teaching for a minimum of two periods per week to perform responsibilities associated with their position as a Model Teacher. In elementary schools organized on an eight-period per day schedule, Model Teachers 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 Model Teacher. In addition to these two periods, Model Teachers in elementary schools may request that principals work with them to try to identify additional opportunities in the school day/year to perform responsibilities associated with the position.

The Model Teacher will carry out the additional responsibilities associated with their position as a Model Teacher during the contractual workday and the additional two hours per month according to a plan created by the Model Teacher and reviewed and approved by the principal on a monthly basis.

Participation by other teachers in activities involving the Model Teacher will be done in accordance with the CBA.

Model Teachers will be selected and assigned in the following manner:

> A UFT-DOE Joint Selection Committee consisting of an equal number of members selected by the Chancellor and by the UFT President will be established to screen and select qualified applicants to create a pool of eligible candidates. Postings will require an Effective or Highly Effective rating (or Satisfactory rating where applicable) in the prior school year for eligibility. The Joint Selection Committee may choose to have a process where incumbent Model Teachers may be renewed in the eligible pool through a modified screening and selection process.
>
> Unless otherwise agreed to by the parties, the Joint Selection Committee will post for the pool in the spring and conduct the screening and selection process by July 1 with final selections for candidates made by the conclusion of the Open Market. The Joint Selection Committee will agree to a process whereby, if necessary, additional vacancies that arise during the school year can be filled from qualified candidates.
>
> Principals will make selections of Model Teachers only from the pool of eligible candidates selected by the Joint Selection Committee. Individuals in the pool selected by a principal are not obligated to accept an offer for a Model Teacher position.
>
> The position will be for a term of one year.

General

Selection decisions for the position of Master Teacher, Model Teacher, and Teacher Ambassador (together, Teacher Leadership positions) shall not be grievable. This includes both the selection for the actual position by the principal or entry into the pool of qualified candidates as determined by the Joint Selection Committee.

Only tenured DOE teachers who have earned a rating of "Highly Effective," "Effective" or "Satisfactory," where applicable, in the prior school year will be eligible to serve in Teacher Leadership positions. A teacher earning any other rating is ineligible to continue to in the position. Additional criteria may be established by the Joint Selection Committee for each position. All DOE teachers, regardless of district, program or superintendency who meet the eligibility criteria, are eligible to apply.

Teachers selected for a Teacher Leadership position are expected to remain in that position for the entire school year. However, during the year should the teacher and principal mutually agree that a teacher will not continue in the Teacher Leadership position, the teacher will remain in the school as a teacher without the additional compensation or responsibilities associated with that Teacher Leadership position.

Should a teacher in a Teacher Leadership position be reassigned or go on a leave with pay he/she shall cease to earn the additional compensation.

Master Teachers and Model Teachers who have transferred from another school and who do not serve a second school year in the position or who by mutual agreement have ceased serving in the position during the school year, may at the end of the first school year return to the last school they served in provided there is a vacancy in their license area. If there is no vacancy then the teacher may return to the district/superintendency.

Other than the above provision, during or after the school year, any issue regarding a Teacher Leadership leaving their position and their school is subject to regular transfer procedures.

For the 2014-15 school year only, should the Chancellor implement Education Exchange Schools with Teacher Ambassador positions, then the Master Teacher and Model Teacher positions must also be in effect.

No later than August 1, 2014, the Chancellor will determine,

at his/her sole discretion, whether or not the Master Teacher and Model Teacher positions will be in effect for the 2014-15 school year. The Chancellor's determination shall be final and not grievable. Should the Chancellor choose to have Master Teacher and Model Teacher positions, the DOE will ensure creation of the Master Teacher and/or Model Teacher positions by a minimum of forty (40) schools at each of the levels: elementary, middle and high. The Chancellor shall have the discretion to increase the number of schools above the minimums at each level in differing amounts.

By August 1, for every subsequent school year, the Chancellor will make a determination whether or not the Teacher Leadership positions will be available for schools for the upcoming school year. The Chancellor's determination shall be final and not grievable. If the Chancellor determines in his or her discretion that Teacher Leadership positions will be created for that school year, then the Chancellor will ensure that at least 20% of the schools that create Master Teacher and/or Model Teacher positions will be at each of the levels: elementary, middle and high.

Should the Chancellor determine by August 1st that there will be no Master Teacher or Model Teacher positions in effect for the upcoming school year, any teacher who has been selected for a transfer to a Master Teacher or Model Teacher position in a different school shall have the right to remain in their current school and the teacher shall be treated as if the transfer never occurred.

For purposes of this agreement K-8 schools including those that have pre-K programs shall be considered elementary or middle schools and grades 6-12 schools shall be considered middle or high schools.

The UFT and DOE agree to revisit the existing position in the collective bargaining agreement of "Lead Teacher" prior to the 2015-16 school year to determine if it should be continued, modified or converted into other Teacher Leadership positions set forth in this agreement.

For purposes of this "General" Section, the term "teachers" shall refer to teachers, guidance counselors, social workers and school psychologists with respect to Teacher Ambassador.

8. SEXUAL MISCONDUCT

The parties agree to revise the definition of sexual misconduct in Article 21 of the collective bargaining agreement covering teachers and corresponding articles of other UFT-BOE collective bargaining agreements as follows:

Definitions

For purposes of this subdivision "student" shall mean a student or any minor. Sexual Misconduct, as used herein, shall not be construed to include nonsexual touching or other nonsexual conduct.

A. Sexual Misconduct is behavior that is intended to initiate, create, foster or advance a romantic or sexual relationship by an employee with a student, whether physical, verbal, in writing or by electronic means, regardless of location. It includes:

   i. Any sexual physical contact, or touching, without a legitimate purpose, including any act of sexual penetration with an object or body part;

   ii. Exposing a student to drawings, photographs or other representations of a sexual nature, whether verbal, written, electronic or physical, without a legitimate purpose (this prohibition is not intended to preclude the use of depictions of nudity for legitimate purposes, for example, with reference to biology, health or art);

   iii. Providing a gift to a student, making sexual or romantic comments or discussing sexual acts with a student, for the purpose of initiating, creating, fostering or advancing a romantic or sexual relationship.

B. Sexual Misconduct also includes:

   i. Publishing, recreating or reproducing images of a sexual act involving a student;

   ii. Any act of public lewdness, as defined in section 245.00 of the Penal Law, or exposure, as defined in section 245.01 of the Penal Law, directed at a student, that occurs on or off of school grounds;

   iii. Possession or use of child pornography as defined by the Penal Law, unless the respondent can demonstrate that such possession was inadvertent;

   iv. Serious or repeated verbal abuse, as defined in the Chancellor's regulations, of a sexual nature;

   v. Any action involving the use of an imaging device that would constitute criminal conduct as defined under sections 250.40, 250.45 or 250.50 of the Penal Law;

   vi. Inducing or attempting to induce incapacitation or impairment of a student for the purpose of having sexual intercourse, sexual contact or for the purpose of creating pornographic images or materials, regardless of whether sexual activity actually takes place; and

   vii. Any action that would constitute criminal conduct under Article 130 of the Penal Law against a student.

9. EDUCATION LAW 3020-A MEDIATION & ARBITRATION

Mediation

1. In an effort to reduce a backlog of Education Law §3020-a cases the Board (DOE) and UFT shall meet to determine which §3020-a cases charged on or before June 30, 2014, shall be subject to mediation as set forth below. The parties shall commence mediation on or about, July 1, 2014.
2. The DOE and UFT shall agree on the number of neutrals to function as mediators. Neutrals shall mediate six (6) cases per day.

3. The employee (and the employee's representative, if any) and a representative of the DOE with authority to negotiate settlement agreements (subject to final supervisory approval) shall meet with the mediator. The mediator shall work informally to assist the charged employee and the DOE in reaching, if possible, a voluntary, negotiated resolution of the Education Law §3020-a charges. The mediator shall not decide the merits of the charges or impose a decision. No mediator shall be compelled to or voluntarily disclose (including in any subsequent proceedings under §3020-a of the Education Law) any information learned during mediation.
4. The DOE and UFT shall share equally all costs associated with the mediation.

Hearing Officers

1. The parties agree to seat a minimum of 25 hearing officers to hear all §3020-a cases. Should the parties fail to agree on the number of hearing officers by April 30th of preceding given school year and/or the Panel on which they will serve, either the DOE or UFT shall submit the matter to the Fact-Finding Panel consisting of Martin F. Scheinman, Howard Edelman, and Mark Grossman for binding arbitration to determine the number of hearing officers and/or the Panel on which they will serve that will sit for §3020-a cases the following school year. For the 2014-15 school year the parties have agreed to seat 25 hearing officers to hear §3020-a cases.
2. To select hearing officers, the parties shall, each year, following April 30th, exchange in good faith lists of no fewer than 10 hearing officers for consideration every other week. If the full panel is not seated by October 15th of that school year the DOE or UFT may request the Fact-Finding Panel consisting of Martin F. Scheinman, Howard Edelman, and Mark Grossman select the remaining hearing officers, subject to an individual hearing officer's agreement to serve, necessary to complete the panel of §3020-a hearing officers.

Teacher Performance Unit – Hearing Officer Dates

Hearing officers serving on the competence panel must agree to provide five (5) hearing dates (as defined in Article 21(G)(2)(a) of the Teachers' Collective Bargaining Agreement) per month for the months of September through June and two (2) hearing dates per month for the months of July and August.

10. DOE CALENDAR – EMERGENCY CLOSINGS

Article 6C of the Teachers' CBA and corresponding Articles of the other UFT-BOE CBAs shall be as amended to add the following:

The Board of Education ("DOE") and UFT recognize that due to emergency conditions (including, but not limited to snow closings) there may be situations where the DOE may fall short of the minimum number of instructional days required annually by the Education Law.

Prior to opening of each school year, the DOE and UFT agree to jointly determine those vacation days during designated recess periods which shall be used in the event that there is a need to make up days in order to meet the statutory minimum and the order in which such days would be used.

In no event shall the number of make-up days exceed the number needed to meet the minimum required by the Education Law.

11. USE OF SICK DAYS FOR ILL FAMILY MEMBERS

Revise Article 16(A)(11) of the Teachers' collective bargaining agreement and corresponding provisions of other UFT-DOE collective bargaining agreements to provide that employees will be allowed to use up to three (3) sick days per year for the care of ill family members.

12. DISCIPLINE FOR AUTHORIZED ABSENCES

Amend all UFT-DOE collective bargaining agreements to add the following:

No employee shall be disciplined, adversely rated or have any derogatory material placed in his/her file for taking an approved sabbatical for restoration of health, approved unpaid leave for restoration of health or a central DOE approved paid leave. Discipline for time and attendance is not a reflection of the employee's performance while at work.

13. RETURN FROM LEAVE OF ABSENCE

Amend Article 16E of the Teachers' CBA to add a new subsection 3:

Commencing with the beginning of the 2014-15 school year, employees on leaves of absence, for one school year or semester, through the end of the school year, must notify the DOE's Chief Executive Officer of the Division of Human Resources or his/her designee in a manner prescribed by the DOE on or before May 15th of their intent to either return to service or apply to extend their leave of absence for the following school year. Failure to comply with this deadline shall be deemed as a voluntary resignation from the DOE, except in cases where it can be demonstrated that special circumstances prevented the employee from notifying the DOE.

Notwithstanding this notification given to the Board (DOE), prior to the commencement of the school year an employee may return to service or apply to extend his/her leave if he/she can demonstrate relevant circumstances materially changed after May 15th provided that the employee acts expeditiously following the change in circumstances. An application to extend a leave made under these circumstances shall be granted under the same circumstances as one made on or before May 15th.

An employee on leave for a restoration of health shall be required to notify the DOE's Chief Executive Officer of the Division of Human Resources or his/her designee, in a manner prescribed by the DOE on or before May 15th, of his/her

medical status and any plans, if known, as to whether he or she intends to return to work the following school year. Failure to notify the DOE in writing by May 15th shall be deemed as a voluntary resignation from the DOE, except in cases where it can be demonstrated that special circumstances prevented the employee from notifying the DOE.

Whether special circumstances prevented an employee from notifying the DOE on or before May 15th, relevant circumstances materially changed after May 15th, or an employee acted expeditiously shall be subject to the grievance procedure, including binding arbitration.

14. NURSES

The parties agree that nurses are entitled to a 30-minute uninterrupted lunch period. Nurses in single-nurse schools whose lunch period is interrupted due to a medical emergency shall have their entire 30-minute lunch period rescheduled by their supervisor between the hours of 11:30 and 2:30. Should a nurse not be able to take a complete 30-minute uninterrupted lunch period during those hours, the nurse shall be entitled to one-half of his/her hourly rate of pay provided the nurse submits documentation to his/her supervisor in a timely manner with the relevant information about the medical emergency.

15. SCHOOL PSYCHOLOGISTS AND SOCIAL WORKERS PER SESSION

For Side Letter:

"This letter shall serve as the DOE's acknowledgment of Article 23.A.13 of the School Social Workers and Psychologists CBA. School Psychologists will have up to 20 hours of per session work per year available to them with supervisor approval only as to scheduling (which approval shall not be unreasonably denied) in order to assist in allowing them to fulfill their case management duties, without the necessity of posting such work."

16. ABSENT TEACHER RESERVE

For purposes of this agreement, ATRs shall be defined as all UFT-represented school based titles in excess after the first day of school, except paraprofessionals and occupational and physical therapists.

Severance Program

The employer shall offer a voluntary severance benefit (the "Severance Program") to ATRs who volunteer to resign/retire and who execute an appropriate release in a form prescribed by the Board (DOE) and subject to legal requirements.

The period during which ATRs may volunteer to separate from the DOE in accordance with the terms of the Severance Program shall commence on the 30th day and shall terminate at 5 p.m. on the 60th day following the Union's ratification of this Agreement.

Other than employees who have agreed in writing to resign from the DOE, employees who are ATRs as of June 1, 2014 who volunteer for the Severance Program shall receive a severance payment according to the following schedule:

One (1) week of pay for ATRs with three (3) years of service or more, but less than four (4) years of service, as of the date of ratification of this Agreement.

Two (2) weeks of pay for ATRs with four (4) years of service or more, but less than six (6) years of service, as of the date of ratification of this Agreement.

Three (3) weeks of pay for ATRs with six (6) years of service or more, but less than eight (8) years of service, as of the date of ratification of this Agreement.

Four (4) weeks of pay for ATRs with eight (8) years of service or more, but less than ten (10) years of service, as of the date of ratification of this Agreement.

Five (5) weeks of pay for ATRs with ten (10) years of service or more, but less than twelve (12) years of service, as of the date of ratification of this Agreement.

Six (6) weeks of pay for ATRs with twelve (12) years of service or more, but less than fourteen (14) years of service, as of the date of ratification of this Agreement.

Seven (7) weeks of pay for ATRs with fourteen (14) years of service or more, but less than sixteen (16) years of service, as of the date of ratification of this Agreement.

Eight (8) weeks of pay for ATRs with sixteen (16) years of service or more, but less than eighteen (18) years of service, as of the date of ratification of this Agreement.

Nine (9) weeks of pay for ATRs with eighteen (18) years of service or more, but less than twenty (20) years of service, as of the date of ratification of this Agreement.

Ten (10) weeks of pay for ATRs with twenty (20) years of service or more, as of the date of ratification of this Agreement.

For purposes of this Severance Program, one week of pay shall be defined as 1/52nd of an ATR's annual salary.

In the event that any ATR who volunteers to participate in the Severance Program returns to service with the DOE, the ATR shall repay the severance payment received pursuant to the above within six (6) months of the ATR's hiring to such position, through payroll deductions in equal amounts. This repayment provision shall not apply to ATRs who return to work as day-to-day substitute teachers.

Interviews

During the period September 15, 2014 through October 15, 2014 (and during the same period in each subsequent year to the extent this ATR Program is continued as set forth below), the employer will arrange, to the greatest extent reasonably possible, for interviews between ATRs and schools with applicable license-area vacancies within the district or borough to which the ATR is assigned. After October 15, ATRs may con-

tinue, at the DOE's discretion, to be sent to interviews within the district or borough for applicable license-area vacancies. An ATR that declines or fails to report to an interview, upon written notice of it, two or more times without good cause shall be treated as having voluntarily resigned his/her employment.

When an ATR is selected by a principal for a permanent placement in either the district or borough, the ATR shall be assigned to fill the vacancy in his/her license area, be placed on the school's table of organization and take his/her rightful place in seniority order. Schools may continue to hire ATRs on a provisional basis consistent with existing agreements between the parties. An ATR that fails to accept and appear for an assignment within two (2) work days of receiving written notice of the assignment without good cause shall be treated as having voluntarily resigned his/her employment.

Any school that selects an ATR for a permanent placement will not have that ATR's salary included for the purpose of average teacher salary calculation.

ATRs in Districts 75 and 79 shall be sent for interviews only in the same borough, within their respective district, as the school to which they were previously assigned.

ATRs in BASIS shall be sent for interviews only in the same borough as the school to which they were previously assigned.

Assignments of ATRs

After October 15, 2014, ATRs, except those who have been penalized (as a result of a finding of guilt or by stipulation) in conjunction with §3020-a charges with a suspension of 30 days or more or a fine of $2,000 or more, will be given a temporary provisional assignment to a school with a vacancy in their license area where available. The DOE, at its sole discretion, may choose to assign ATRs to a temporary provisional assignment who have been penalized (as a result of a finding of guilt or by stipulation) in conjunction with §3020-a charges with a suspension of 30 days or more or a fine of $2,000 or more.

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

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

It is understood that at any time after a temporary provisional assignment is made, a principal can remove the ATR from this assignment and the ATR will be returned to the ATR pool and be subject to the terms and conditions of employment then applicable to ATRs pursuant to the parties' collective bargaining agreement(s).

If a principal removes an ATR from an assignment to a vacancy in his/her license area because of problematic behavior as described below and the ATR is provided with a signed writing by a supervisor describing the problematic behavior, this writing can be introduced at an expedited §3020-a hearing for ATRs who have completed their probationary periods, as set forth below.

If, within a school year or consecutively across school years, two different principals remove an ATR who is on a temporary provisional assignment to a vacancy in his/her license area for problematic behavior and provide the ATR with a signed writing describing the problematic behavior, the ATR shall be subject to discipline up to and including discharge as provided below. The ATR will be returned to the ATR pool pending completion of the expedited ATR §3020-a procedure set forth below.

An ATR who has been placed back in the ATR pool will be in the rotation to schools unless he/she is again offered a temporary provisional assignment at another school. Rotational assignments or assignments to a school (as opposed to a vacancy in his/her license area) shall not form the basis of an incident of problematic behavior as described herein.

To the extent that the provisions of this section conflict with the provisions of the Memorandum of Agreement dated June 27, 2011, the provisions of this section shall govern.

ATR §3020-a Procedure

If, within a school year or consecutively across school years, an ATR has been removed from a temporary provisional assignment to a vacancy in his/her license area by two different principals because of asserted problematic behavior, a neutral arbitrator from a panel of arbitrators jointly selected for this purpose (the panel presently consisting of Martin F. Scheinman, Howard Edelman and Mark Grossman) shall convene a §3020-a hearing as soon as possible.

Based on the written documentation described above and such other documentary and/or witness evidence as the employer or the respondent may submit, the hearing officer shall determine whether the ATR has demonstrated a pattern of problematic behavior. For purposes of this program, problematic behavior means behavior that is inconsistent with the expectations established for professionals working in schools and a pattern of problematic behavior means two or more instances in a vacancy in the ATR's license area of problematic behavior within a school year or consecutively across school years. Hearings under this provision shall not exceed one full day absent a showing of good cause and the hearing officer shall issue a written decision within 15 days of the hearing date.

The parties agree that in order to accomplish the purpose of establishing an expedited §3020-a process, the following shall serve as the exclusive process for §3020-a hearings for ATRs that have been charged based on a pattern of problem-

atic behavior in accordance with this agreement.

- The ATR shall have ten (10) school days to request a hearing upon receipt of the §3020-a charges;
- At the same time as the ATR is charged, the Board (DOE) will notify the UFT as to where the ATR is assigned at the time charges are served;
- The employer shall provide the Respondent all evidence to be used in the hearing no more than five (5) school days after the employer receives the Respondent's request for a hearing;
- Within five (5) school days of receipt of the employer's evidence, the Respondent shall provide the employer with any evidence the Respondent knows at that time will be used in the hearing;
- The hearing shall be scheduled within five to ten (5-10) school days after the exchange of evidence is complete;
- The hearing time shall be allocated evenly between the parties, with time used for opening statements, closing statements and cross-examination allocated to party doing the opening statement, closing statement or cross-examination and with time for breaks allocated to the party requesting the break;
- The hearing officer shall issue a decision within 15 days of the hearing date.

For the purposes of charges based upon a pattern of problematic behavior under this section only, if the DOE proves by a preponderance of the evidence that the ATR has demonstrated a pattern of problematic behavior the hearing officer shall impose a penalty under the just cause standard up to and including discharge.

All hearing officer fees in excess of the SED rate shall be shared equally by the parties.

It is understood that allegations of conduct which would fall within the definition of sexual misconduct or serious misconduct as defined in the applicable collective bargaining agreements shall be addressed through the existing process in Article 21(G) of the Teachers CBA and corresponding articles of other UFT-BOE CBAs.

Term

This agreement with respect to the absent teacher reserve (referred to above as the "ATR Program") shall run through the end of the 2015-16 school year. At the end of that term, the parties must agree to extend the ATR Program and absent agreement, the parties shall return to the terms and conditions for ATR assignment as they exist in the 2007-2009 collective bargaining agreement(s) and memoranda of agreement entered into prior to ratification of this Agreement.

The parties agree and understand that the due process protections provided in this provision shall modify the provisions of Education Law § 3020-a and any other agreements between the parties.

17. HARD TO STAFF SCHOOL DIFFERENTIAL

In order to promote teacher retention and recruitment to high need schools which have staffing challenges, teachers who work and remain at designated Hard to Staff schools will be eligible to receive a Hard to Staff school annual salary differential. For each school year, the Chancellor shall have the sole discretion to determine the Hard to Staff schools that will be eligible and the amount of the differentiated compensation. The Chancellor will consult with the UFT prior to designating schools and the differential amount. The determinations as to the schools and amounts shall be final and not grievable. All teachers serving in these Hard to Staff designated schools, including transfers and new hires, shall be eligible to receive the same annual salary differential except as delineated below. The differential shall be paid in a lump sum by October 31 of the following school year. To receive the differential, teachers must have earned a rating of "Highly Effective", "Effective", or "Developing", or Satisfactory where applicable, and be in active service in, or be on an approved leave from, the designated Hard to Staff school at the time the lump sum payment is made in the fall of the following school year. Teachers who serve less than five months of cumulative active service at the school are not eligible to receive the differential. Teachers serving greater than five months but less than the full year shall receive a pro-rata share of the differential.

18. ARBITRATION DATES

Article 22C of the Teachers' CBA and corresponding Articles of the other UFT-BOE CBAs shall be amended to add the following:

The total number of arbitration dates shall be increased from 175 to 200 dates per year.

19. PROGRESSIVE REDESIGN OPPORTUNITY SCHOOLS FOR EXCELLENCE (PROSE)

Amend all UFT-BOE Collective Bargaining Agreements to add:

1. Mission

a. To achieve success and outstanding results through a truly collaborative environment for all schools at all levels among the key stakeholders responsible for educating New York City's schoolchildren – teachers and other school-based staff, principals, and parents.

b. To build this Partnership on a basis of collaboration and mutual respect that empowers school-based staff (including administrators) and enables students to learn, thrive, and achieve mastery.

c. To treat instructional staff as professionals by empowering them and holding them responsible for providing the highest quality of teaching.

d. To foster continuous innovation in the way that labor and management, principals, supervisors, and teachers and other school-based staff share information, share deci-

sion-making, and share accountability for student achievement and sound educational outcomes.

e. To empower school-based staff to embrace new ways of teaching children, even if this means modifying certain existing regulations and work rules. This includes reexamining current instructional practice, such as the school day and school year, student assessment, evaluation, and class size.

f. To leverage technology in instruction to engage students and improve professional development. This Partnership will use technology to improve the assessment of student learning, workforce engagement, and parent satisfaction.

g. To use joint training and labor-management facilitators.

h. To give existing schools the opportunity and flexibility to change certain rules and challenge the traditional way of doing things – provided they meet specific, measurable performance targets.

i. To demonstrate creativity and innovation in the pursuit of educational excellence.

2. Joint PROSE Panel.

a. Upon ratification of the successor collective bargaining agreements to the 2007-2009 collective bargaining agreements, a collaborative, decision-making Panel made up of an equal number of members selected by the UFT President and the Chancellor will invite school teams of UFT-represented employees and CSA-represented administrators to submit proposals for five years long for participation in the PROSE program where schools with real educator voice and decision making input and/or authority are permitted to design schools that work best for the students and communities they serve.

b. The program will begin as soon as practicable, consisting of a mix of high- and low achieving schools, and a mix of elementary, middle, and high schools.

c. The Panel will set a goal of implementing 200 PROSE Program schools over the next five years that will be overseen and report into the office of the Senior Deputy Chancellor.

d. Proposals will be for a maximum of five years. The Panel may end a school's participation in the program only if the school is not succeeding.

3. How the Joint Panel screens and evaluates proposals.

a. Proposals will be screened based on the extent to which they demonstrate:

i. Partnership between UFT-represented employees and CSA-represented administrators in decision-making;

ii. A proven record of previous collaboration and success (which includes, but is not limited to, academic success on assessments);

iii. Creativity and flexibility in modifying DOE-regulations and CBA provisions as specified in paragraph (x) of this subsection;

iv. A school community where many voices are listened to;

v. Strong buy-in from both UFT-represented employees and CSA-represented administration;

vi. A commitment to capacity-building and sustainability from the Board (DOE), UFT and CSA;

vii. Jointly-designed and job-embedded professional development and training;

viii. A five year commitment to the proposal;

ix. Measurable, reportable performance targets (defined more broadly than academic success on assessments). If any school does not meet its targets, the panel may take away its PROSE status at the end of five years or sooner;

x. Proposals may (but do not have to) include changes to articles of the Teachers' CBA and corresponding articles of other UFT-DOE CBAs that relate to (i) configuration of the existing work hours and/or work year (Article 6), including extending the school day and/or year, provided there is no diminution of annual salary; (ii) programs, assignments and teaching conditions in schools and programs (Article 7); professional support for new teachers (Article 8G); (iii) evaluation; (iv) professional development assignments and positions (Article 11 IV); (v) working conditions of per session teachers (Articles 15C2 and 15C4); (vi) Step 1 of the grievance process (Article 22B1a); and (vii) transfers to the school (Article 18A, paragraph 1, sentence 2). The Chancellor and UFT President may agree to other articles of the Teachers' CBA that schools may propose to change. Proposals may (but do not have to) include modifications to Chancellor's Regulations except those affecting student safety or implementing state and federal laws and regulations.

b. Proposals must include:

i. Evidence of the school's current success, or if a group, at least one school in the group's success in providing a quality education to students. The Panel will consider multiple measures of success, not only academic measures. Schools that serve high-need students and schools without screened or selective admissions are especially encouraged to apply.

ii. A list of the types of innovative, teacher-led practices that the school currently uses or is planning to use to promote student success. Examples could include: school-based staff selection procedures, UFT-represented employee representation on and powers of current school committees that positively influence the quality of instruction delivered to students, School-Based options for scheduling or other policies;

iii. A specific description of how the school intends to use the contractual and regulatory flexibility of the PROSE program to provide employees with decision-making input and authority in the school and build on its successes during the duration of the plan. As part of their proposals, schools may choose to establish committees consisting of key school-based stakeholders to examine resource allocation, schedules, curriculum, technology, professional development, hiring, and parent engagement.

vi. A proposed budget for the initial year, including both current budgetary resources and any requested supplementary funds. No such supplemental funds are guaranteed. The UFT and DOE will commit to pursuing additional outside funding to support innovative school plans, where feasible. The PROSE program is not contingent on securing additional outside funding.

v. A mechanism for PROSE Program schools to regularly report their progress to the Panel including, but not limited to, annual goals and budgets.

4. How a school becomes a PROSE Program School.

a. Applying schools must submit a proposal which has been approved by the School Leadership Team of their school.

b. To be accepted, the UFT and DOE Panel members must agree to accept the proposal and allow a school's participation in the PROSE program. Once approved by the Panel (including any required revisions), a proposal is submitted to the school for adoption.

c. The proposal may be implemented only upon ratification by sixty-five percent of all those UFT-represented employees voting and acceptance by the school's principal. Proposals may also be modified by the same ratification and approval process set forth in this subsection 4.

d. UFT-represented employees who wish to transfer out of a school that has been approved to participate in the PROSE program may do so on the same basis as similarly situated employees, with the exception that teachers who wish to transfer out of the school for the 2014-15 school year may do so by October 15th without Principal release if they find another position in accordance with the applicable CBA.

e. If accepted and approved as provided herein, the UFT, DOE and the applying school will implement the proposal as approved.

f. Individual schools or groups of schools may apply; however, preference will be given to groups of schools which demonstrate a mix of types of schools. Where a group of schools apply, each school in the group must ratify the proposal by 65%, as provided herein, in order to participate.

g. Participation in the PROSE program can be renewed at the expiration of the initial proposal term, in accordance with the Panel's approval, and with ratification by sixty-five percent of school's staff, and approval by the school's principal, and a vote of the school leadership team.

h. The Panel shall, as soon as practicable, implement the PROSE program, adopt application procedures, and accept proposals from schools.

i. The DOE and UFT will collaborate in developing pre-application and post-application workshops to be delivered during the 2014-15 school year for applications which will be implemented after the 2014-15 school year.

5. New Schools.

a. The DOE and the UFT will develop an alternative process for the creation of new schools that are proposed by either teachers and parents.

b. These schools can be proposed in addition to the 200 PROSE Program Schools and if approved in accordance with the agreed upon procedures will have the same flexibility with regard to Chancellor's regulations and work rules as PROSE Program Schools.

20. 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.

21. INTERIM AGREEMENTS

The agreements (annexed hereto collectively as APPENDIX B) reached during the term of the collective bargaining agreements effective October 13, 2007 to October 31, 2009 are to be included in the applicable successor agreements subject to such modifications as are required by this agreement and its Appendices.

22. RATIFICATION

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

23. 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.