

**ARTICLE SEVEN
PROGRAMS, ASSIGNMENTS AND
TEACHING CONDITIONS
IN SCHOOLS AND PROGRAMS**

A. High Schools

1. Program Preference

No later than 60 days before the end of the term, program preference sheets should be distributed to all teachers. Where advisable and feasible, preferences with respect to subparagraphs a through g below will be honored to the extent consistent with the provisions of this Agreement relating to rotation and programming.

No later than 10 school days prior to the end of the term, teachers should be notified of the following matters concerning their programs for the following term:

- a. Subjects to be taught;
- b. Grades of the subjects to be taught;
- c. Any special or unusual classes that teachers will be required to teach;
- d. The grade level and special nature, if any, of the official class;
- e. The session to which a teacher will be assigned if the school operates on more than one session;
- f. The particular special education program designation (e.g. staffing ratio, collaborative team teaching, Special Education Teacher Support Services (SETSS), etc.);
- g. The age range of special education classes;
- h. The professional activity assigned pursuant to Article 7A6 (Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

No later than the end of the next to the last school day of the term, teachers should receive their building programs for the following term, including the periods and rooms where their teaching assignments occur.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

2. Program Guidelines

Wherever administratively possible, teacher programs should follow these guidelines:

- a. There should be no more than three consecutive teaching assignments and no more than four consecutive working assignments (including professional activities)
- b. The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.
- c. The number of lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special requests of teachers. Honor classes and modified classes should be considered as separate preparations. Within a department, teachers with a full teaching program should be given preference in the assignment of the number of preparations.
- d. All shops should be programmed by single grade level, or in the case of special education classes by functional level.
- e. All classes in physical education should be homogeneous as to grade level, or in the case of special education classes by functional level.

3. Rotation

a. In the matters of teaching, special, honor, and modified classes the policy of rotation of qualified persons should be followed insofar as possible.

It is understood, however, that requests by teachers of industrial arts/technology education, home economics/home and career skills, and trade subjects to retain their shop subjects and rooms should be honored when not inconsistent with the needs of the school. The following procedures will apply to shop openings:

(1) Teachers of industrial arts/technology education, home economics/home and career skills and trade subjects should be given an opportunity to apply for a particular shop which becomes vacant.

(2) The teacher with the highest seniority in the school from among those who apply shall be given preference if not inconsistent with the needs of the school.

b. In the matters of sessions, annex assignments, and proctoring assignments the policy of rotation should be followed except for unusual circumstances. It is understood, however, that, upon his/her request, a teacher may retain a particular session if no other qualified teacher desires such session and the needs of the school will be served thereby.

c. Each spring the principal and UFT chapter committee shall meet to review the compensatory time positions in the school with the goal of agreeing upon the number of, responsibilities, qualifications, basis for selection and term for compensatory time positions in their school. If no agreement is reached at the school level, the UFT district representative and superintendent shall assist the principal and chapter committee in their goal of reaching such an agreement.

When an agreement is reached and ratified by the chapter, the principal shall establish and fill the positions in accordance with the agreement. Only the chapter, not individuals, shall have the right to grieve an alleged violation or misapplication of the ratified agreement.

If no agreement is reached and ratified, the selection process shall be governed by the following:

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

(2) Except for compensatory time positions filled as set forth in paragraph (3) or (4) below, seniority in the school shall be the basis for selection among applicants.

(3) Those compensatory time positions which require job-related qualifications shall be filled on the basis of seniority in the school from among applicants who meet the posted job-related qualifications.

(4) The position of programmer shall be filled from among applicants who meet the job-related qualifications for that position, promulgated by the Board after consultation with the Union.

(5) The term of years for the duration of each non-teaching assignment shall not exceed six years.

(6) A teacher who has not had a non-teaching assignment for which there is a list of applicants shall have priority over any other teacher who had such assignment, except that the programmer position in the school is exempt from all contractual rotation requirements. In the case of applicants for positions covered by paragraphs (3) and (4) the job-related qualifications must be met by the applicant.

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

(8) A teacher may relinquish any non-teaching assignment after a minimum period of one year.

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

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

4. Teaching Periods

a. Teachers shall have a maximum teaching load of 25 periods per week except where they are programmed for an average of 25 periods.

b. Shop teachers in vocational, comprehensive and academic high schools shall not be programmed for more than five periods a day.

c. Teachers in vocational high schools shall be programmed for an eight-period day, one of which shall be a lunch period.

5. Relief from Non-Teaching Chores

a. Teachers will be relieved of study hall service, and work on a school-wide basis related to the handling, distribution, storing and inventory of books, supplies and equipment, and duplicating of teaching materials.

b. Teachers will be relieved of the duty of scoring city-wide standardized achievement tests and of preparing absentee post cards and truant slips.

c. Teachers in the high schools will be relieved of the duty of preparing transcripts for college applicants.

d. Teachers who are relieved of administrative assignments shall not be assigned to teaching duties in lieu of such administrative assignments.

e. Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted in Article 7A6 below. However, this shall not prevent their assignment for that purpose in cases of emergency.

f. Teachers in vocational, comprehensive and academic high schools shall not be required to do any other than minor maintenance and repair work on equipment.

6. Professional Activity Options

a. Teachers at all levels must select a professional or administrative activity in accordance with this section and the provisions of Article 7 U (Professional Activity Assignment Procedures). Except as described in paragraph (d) below, this provision shall not create an additional teaching period, as that term is defined in the collective bargaining agreement.

The menu of activities to be offered to each teacher shall be from among the following:

- (1) Small group instruction (not to exceed 10 students)
- (2) One to one tutoring
- (3) Advise student activities such as clubs, teams or publications
- (4) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
- (5) Professional development/prepare staff development workshops and demonstration lessons

- (6) Common planning time
- (7) Conflict resolution for students
- (8) Cafeteria Duty
- (9) Schoolyard Duty
- (10) Hallway Duty
- (11) AM Bus Duty
- (12) PM Bus Duty
- (13) Homeroom
- (14) Provide inter-disciplinary articulation
- (15) Develop multi-cultural curriculum
- (16) Develop Programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

b. If the UFT chapter and the principal deem it necessary, then an organizational period will be permitted but limited to a few days at the beginning and end of the school term/year, as well as rare occasional meetings during the school term/year, in lieu of homeroom.

c. Such compensatory time positions as dean, programmer and grade advisor may be recreated. All contractual provisions dealing with compensatory time shall remain in place.

d. Provided that these periods are used to supplement, not supplant the current school program, and subject to the specific provisions regarding it, secondary teachers may use this time for a sixth teaching period compensated in accordance with article 7-0 of the Agreement (Shortage License Areas). The chapter's concurrence to ensure that this is truly supplemental is necessary.

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

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

(2) At the secondary level, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 1,000 students, one dean; over 1,000 students, two deans; and

(3) In high schools, principals shall have the discretion to establish and fill one compensatory time position of programmer.

The above compensatory time positions shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions.

Resources available to the school shall be maintained at the same level which would be required if the proposal were not in effect.

7. Alternative High School Programs

a. Teachers serving in alternative high school programs shall have retention rights at their sites subject to the following:

(1) If staffing needs within an alternative high school program requires contracting the staff at one site and expanding staff at another site, the Board will first seek volunteers who wish to transfer from the contracting site to the expanding site. The senior qualified volunteer, based on excessing seniority, shall be selected. If no qualified volunteer exists, the Board will transfer the junior teacher, based on excessing seniority, who qualifies for the position. The teacher so transferred is entitled to return to his/her former site at the next reorganization in accordance with his/her excessing seniority.

(2) If demonstrated needs require the Board to transfer a teacher to another site, the Board will inform the teacher of the reason for the transfer. The teacher may grieve to determine whether the transfer was based on justifiable reasons.

(3) The Board will place the teacher reassigned pursuant to (1) or (2) above in an appropriate vacancy within the same Program in the same borough. If it is necessary to reassign the teacher outside the same Program in the same borough, the preferences of the teacher shall be taken into consideration.

(4) This provision does not apply to the Outreach Program and Schools for Pregnant Teens.

b. For alternative high school programs, except the Outreach Program and Schools for Pregnant Teens, no later than sixty (60) days before the end of the term, a list of potential vacancies for the following term will be posted at the administrative office of each program, including vacancies anticipated through sabbatical leave, retirements and the opening of new sites. Regularly appointed teachers may file preference requests for reassignments to such sites with the principal and will be considered for such reassignments.

8. Teachers of Library

a. Teachers of library shall not be given any administrative assignments.

b. Per diem substitutes employed for library teaching shall be assigned to the library.

c. Teachers of library will not be required to serve in more than one school.

9. School Program

The school program will be posted in September in an area accessible to the entire faculty.

B. Intermediate and Junior High Schools

1. Program Preference

By May 1, teachers should be given an opportunity to fill out program preference sheets. Preferences referred to in sub-paragraph a through g below will be honored to the extent consistent with the provisions of this Agreement relating to rotation, seniority and programming.

No later than 10 school days prior to the end of the school year, teachers should be notified of the following:

a. Subjects to be taught;

b. Grades of the subjects to be taught;

c. Any special or unusual classes to be taught;

- d. The grade level and special nature, if any, of the official class;
- e. The session to which a teacher will be assigned if the school operates on more than one session;
- f. The particular special education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.);
- g. The age group of special education classes;
- h. The professional activity assigned pursuant to Article 7B8 (Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

Teacher programs for the following year should be given out no later than five school days before the end of the school year.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

2. Program Guidelines

Wherever administratively possible, teacher programs should follow these guidelines:

- a. Teachers should have at least one unassigned period each day.
- b. There should be no more than three consecutive teaching assignments, except for teachers of subjects normally programmed for double periods.
- c. There should be no more than four consecutive working assignments (including professional activities).
- d. The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.
- e. The number of lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special requests of teachers. Classes for gifted, bright, average and difficult pupils should be considered as separate preparations. Within a department, teachers with a full teaching program should be given preference in the assignment of the number of preparations.
- f. Only one class per period should be programmed for the library.

3. Rotation

a. In the matters of types of gifted, bright, average and difficult subject classes, the policy of rotation of qualified persons should be followed insofar as possible. It is understood, however, that requests by teachers of industrial arts/technology education and home economics/home and career skills to retain their shop subjects and rooms should be honored when not inconsistent with the needs of the school. The following procedures will apply to shop openings: (1) Teachers of industrial arts/technology education and home economics/home and career skills shall be given an opportunity to apply for a particular shop which becomes vacant. (2) The teacher with the highest seniority in the school from among those who apply shall be given preference if not inconsistent with the needs of the school.

b. In the matter of sessions the policy of rotation should be followed except for unusual circumstances.

c. Each spring the principal and UFT chapter committee shall meet to review the compensatory time positions in the school with the goal of agreeing upon the number of, responsibilities, qualifications, basis for selection and term for compensatory time positions in their school. If no agreement is reached at the school level, the UFT district

representative and superintendent shall assist the principal and chapter committee in their goal of reaching such an agreement.

When agreement is reached and ratified by the chapter, the principal shall establish and fill the positions in accordance with the agreement. Only the chapter, not individuals, shall have the right to grieve an alleged violation or misapplication of the ratified agreement.

If no agreement is reached and ratified, the selection process shall be governed by the following:

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

(2) Except for compensatory time positions filled as set forth in paragraph (3) or (4) below, seniority in the school shall be the basis for selection among applicants.

(3) Those compensatory time positions which require job-related qualifications shall be filled on the basis of seniority in the school from among applicants who meet the posted job-related qualifications.

(4) The position of programmer shall be filled from among applicants who meet the job-related qualifications for that position, promulgated by the Board after consultation with the Union.

(5) The term of years for the duration of each non-teaching assignment shall not exceed six years.

(6) A teacher who has not had a non-teaching assignment for which there is a list of applicants shall have priority over any other teacher who had such assignment, except that the programmer position in the school is exempt from all contractual rotation requirements. In the case of applicants for positions covered by paragraphs (3) and (4) the job-related qualifications must be met by the applicant.

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

(8) A teacher may relinquish any non-teaching assignment after a minimum period of one year.

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

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

4. Teacher Programs

a. A basic maximum of 25 teaching periods, five preparation periods, and five professional activity periods for teachers shall be established before any other type of program for administrative purposes in which teachers teach less than 25 periods is arranged.

b. In Title I intermediate and junior high schools, the program of 22 teaching periods, eight preparation periods and five professional activity periods will continue as follows: The number of these programs will be fixed in each particular school at a percentage equal to the number of currently contractually eligible teachers or the number of homerooms that existed during the 1996-97 school year, whichever is less compared to the total number of teacher programs. Until such time that there are no longer teachers

serving in the school who are eligible for this program and the program ends, a rotation policy shall be in effect for those who are contractually eligible.

In non-Title I schools the same proportion of teaching and preparation time to total scheduled teaching time as presently exists in that school will continue, with a rotation policy established.

In accordance with the LOBA determination and award in Case No. IA-1-85, all Title I junior high school teachers in the following categories shall have no more than five preparation periods a week:

(1) Full-time per annum teachers hired on or after July 1, 1985.

(2) Teachers assigned to a school which after the 1985-86 school year loses its Title I designation, notwithstanding possible redesignation at a later date.

(3) Teachers assigned to a school which was not designated Title I for the 1985-86 school year and is subsequently designated as a Title I school.

(4) Teachers who on or after September 1, 1985 transfer from one school to another, except for those teachers transferring from one Title I school to another Title I school.

c. Teachers in Title I intermediate and junior high schools shall have a maximum teaching load of 25 periods per week. Teachers in non- Title I intermediate and junior high schools shall have a maximum teaching load of 26 periods per week.

d. Teachers assigned to music and health education classes as additional teachers will be programmed for a regular teaching period.

e. "Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.

f. "Homeroom classes" are those in which children assemble for administrative purposes. The time involved is usually a short period and is known as the " homeroom period."

g. "Preparation periods" are those periods during which the teacher is not assigned to a regularly programmed responsibility. Teachers are expected to utilize their professional preparation time in such manner as to enable them to further their professional work for the purpose of their greater classroom effectiveness.

5. Programs of Teachers of Home Economics/Home and Career Skills and Industrial Arts/Technology Education

a. Home economics/home and career skills and industrial arts/technology education teachers in Title I schools shall teach an average of 23 teaching periods, seven preparation and five professional activity periods. Such teachers will continue to have their classes programmed for double periods whenever practicable.

In accordance with the LOBA determination and award in Case No. IA-1-85, such teachers in the following categories shall teach an average of 25 teaching periods, five preparation and five professional activity periods a week:

(1) Full-time per annum teachers hired on or after July 1, 1985.

(2) Teachers assigned to a school which after the 1985-86 school year loses its Title I designation, notwithstanding possible re-designation at a later date.

(3) Teachers assigned to a school which was not designated Title I for the 1985-86 school year and is subsequently designated as a Title I school.

(4) Teachers who on or after September 1, 1985 transfer from one school to another, except for those teachers transferring from one Title I school to another Title I school.

b. Home economics/home and career skills and industrial arts/technology education teachers in regular junior high schools shall have 26 teaching periods, four professional activity periods, and five preparation periods per week during the school year. Such teachers will continue to have their classes programmed for double periods wherever practicable.

c. Wherever practicable, the following policies should be adopted in the intermediate and junior high schools:

(1) Industrial arts/technology education teachers should teach only in their licensed area.

(2) Industrial arts/technology education teachers should not be assigned to professional activity periods when other shops are in operation.

(3) All shops should be in operation at the same time.

(4) Maximum opportunity for exploration should be accorded all shop pupils.

(5) All shops should be programmed by grade levels and homogeneously.

6. Duty-Free Lunch Period

Teachers will be given a full duty-free period for lunch.

7. Relief from Non-Teaching Chores

a. Teachers will be relieved of study hall service, and work on a school-wide basis related to the handling, distribution, storing, and inventorying of books, supplies and equipment, and duplicating of teaching materials.

b. Teachers will be relieved of the duty of scoring city-wide standardized achievement tests and of preparing absentee post cards and truant slips.

c. Teachers who are relieved of administrative assignments shall not be assigned to teaching duties in lieu of such administrative assignments.

d. Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted in Article 7B8. However, this shall not prevent their assignment for that purpose in cases of emergency.

8. Professional Activity Options

a. Teachers at all levels must select a professional or administrative activity in accordance with this section and the provisions of Article 7 U (Professional Activity Assignment Procedures). Except as described in paragraph d below, this provision shall not create an additional teaching period, as that term is defined in the collective bargaining agreement.

The menu of activities to be offered to each teacher shall be from among the following:

- (1) Small group instruction (not to exceed 10 students)
- (2) One to one tutoring
- (3) Advise student activities such as clubs, teams or publications
- (4) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
- (5) Professional development/prepare staff development workshops and demonstration lessons
- (6) Common planning time
- (7) Conflict resolution for students
- (8) Cafeteria Duty
- (9) Schoolyard Duty

- (10) Hallway Duty
- (11) AM Bus Duty
- (12) PM Bus Duty
- (13) Homeroom
- (14) Provide inter-disciplinary articulation
- (15) Develop multi-cultural curriculum
- (16) Develop Programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

b. If the UFT chapter and the principal deem it necessary, then an organizational period will be permitted but limited to a few days at the beginning and end of the school term/year, as well as rare occasional meetings during the school term/year, in lieu of homeroom, or in junior high and intermediate schools, such homerooms, if deemed necessary, may be regularly programmed.

c. Such compensatory time positions as dean, programmer and grade advisor may be recreated. All contractual provisions dealing with compensatory time shall remain in place.

d. Provided that these periods are used to supplement, not supplant the current school program, and subject to the specific provisions regarding it, secondary teachers may use this time for a sixth teaching period compensated in accordance with Article 7-0 of the Agreement (Shortage License Areas). The chapter's concurrence to ensure that this is truly supplemental is necessary.

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

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

(2) At the secondary level, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 1,000 students, one dean; over 1,000 students, two deans.

The above compensatory time positions shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this Agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions. Resources available to the school shall be maintained at the same level which would be required if the position(s) were not in effect.

9. Teachers of Library

a. Teachers of library shall not be given any administrative assignments.

b. Per diem substitutes employed for library teaching shall be assigned to the library.

10. School Program

The school program will be posted in September in an area accessible to the entire faculty.

C. Elementary Schools

1. Teacher Assignments

a. Early in the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the coming year. Plans, goals and personnel needs for special programs should also be discussed.

b. At that time, teachers should be given an opportunity to fill out "preference sheets" indicating three preferences in order of priority of grade level and type of class on that level or, in the case of special education teachers, the age range of special education classes and education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.) with the understanding that, where advisable and possible, such preferences will be honored. Teachers should be given an opportunity to discuss their assignment requests with their principal.

c. Effective for the Spring 2006 semester and subsequent school years, teachers in schools with eight period days shall indicate their professional activity preferences pursuant to Article 7C4g (Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

d. With regard to requests as to grade level or special assignment (such as IGC), or, in the case of special education teachers, requests as to age range of special education classes, teachers with the highest seniority in the school should be given preference if qualifications for the position are the same.

e. Effective May, 2002, grievances hereunder may be lodged if:

(1) In any year an elementary school teacher fails to be granted one of his/her stated program preferences; or

(2) For two years in succession the elementary school teacher has been denied his/her first priority of program preference.

Any assignment that is grievable shall be reviewed in accordance with the standards applicable to Articles 7C1b and c.

f. Vacancies in special teaching assignments occurring at any time during the year which will extend through the year shall be filled in the same way as vacancies occurring at the beginning of the year, except that this provision shall not apply to vacancies occurring one month before the end of the school year.

g. The Board will prepare and make available in every school, in time for teachers to apply for assignments, an official circular setting forth the uniform system-wide qualifications required for assignment as a teacher of an IGC class.

h. In order to make certain that teachers are not frozen into positions which are relatively easy or difficult, the following procedures should be adopted in making class assignments (other than special assignments, such as IGC) on a particular grade level:

(1) On each grade level, classes should be divided into two categories, difficult and less difficult, in terms of reading achievement. In general, a teacher who has been assigned to a class in the one category for a period of one year should be assigned to the other category for the next year. Teachers who have served in a school for one year or longer should receive assignments for the next school year before June 15.

(2) In the case of IGC classes the policy of rotation every three years of qualified teachers should be followed.

(3) The policy of rotation within the grade should be followed in the assignment of teachers to portable classrooms, annexes, and other out-of-building facilities except for unusual circumstances.

i. A continuous record of teacher assignments should be kept at the school and be made available to chapter leaders.

2. Assignment as OTP

Each spring the principal and UFT chapter committee shall meet to review the types and numbers of OTP positions in the school with the goal of agreeing upon the responsibilities, qualifications, basis for selection and term. If no agreement is reached at the school level, the UFT district representatives and the superintendent shall assist the principal and chapter committee in their goal of reaching such an agreement.

When agreement is reached and ratified by the chapter, the principal shall establish and fill the positions in accordance with the agreement. Only the chapter, not individuals, shall have the right to grieve an alleged violation or misapplication of the ratified agreement.

If no agreement is reached and ratified, the selection process shall be governed by the following:

a. Each year a list of vacancies and the job-related qualifications required for OTP assignments shall be made available to all teachers in the school in sufficient time to permit written application for such assignments.

b. The selection of OTPs will be made from among qualified applicants within the school. Where applicants within the school are equally qualified, the selection will be made on the basis of seniority in the school.

c. Where no applicants within a school are qualified, the selection will be made from among qualified applicants outside the school. Where applicants from outside the school are equally qualified, the selection will be made on the basis of the number of years of teaching service on regular appointment in the school system.

3. New Positions

In selecting teachers for new positions created at or before the beginning of the school year, preference shall be given to members of the staff before applicants outside the school are considered for such positions.

4. Teacher Programs

a. Duty-Free Lunch Period

Every elementary school teacher is to have a duty-free lunch period of 50 minutes.

b. Preparation Periods

(1) All teachers in elementary schools will have five preparation periods per week.

(2) The term "teachers" as used above shall also include teachers of special education classes.

(3) Reading Teachers and Teachers of English as a Second Language shall have the same number of preparation periods as all other teachers in the school.

(4) Preparation periods shall be used for unassigned professional work. Teachers are expected to utilize their professional preparation time in such manner as to enable them to further their professional work for the purpose of their greater classroom effectiveness. Preparation periods shall be used for professional, job-related work which may include but is not limited to preparation for classes, preparation of teaching material, presentation

of or attendance at demonstration lessons, participation in teacher training, and conferences with the principal, with other teachers, with guidance counselors or with parents.

c. Relief from Non-Teaching Chores

(1) Teachers will be relieved of the following chores: work on a school-wide basis related to the handling, distribution, storing, and inventorying of books, supplies and equipment, including audiovisual equipment, the duplicating of teaching materials, the collection of money for purposes such as milk and lunch and for school banking, and assisting in the accessioning of library books.

(2) Teachers will be relieved of the duty of scoring city-wide standardized achievement tests and of preparing absentee post cards and truant slips.

(3) Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted in Article 7C4g. However, this shall not prevent their assignment for that purpose in cases of emergency.

d. Cluster Teacher Program

(1) The term "cluster teacher" refers to teaching personnel in the elementary schools who are specially assigned to the teaching of classes in music, art, science, health education, other subjects or the fundamental skills and who are not assigned to a homeroom class.

(2) The cluster teacher's program shall include twenty 45-minute teaching periods per week.

(3) Where a music teacher participates for a major portion of the period in a teaching capacity during assemblies, the assembly period shall be deemed a teaching period.

(4) The cluster teacher shall have the same number of preparation periods and professional activity periods per week as all other teachers in the school.

(5) The other periods in the cluster teacher's program shall be devoted to professional activities to be assigned by the principal.

e. Teacher of Library Program

(1) The program of the teacher of library shall include twenty 45-minute teaching periods per week.

(2) The teacher of library shall have the same number of preparation periods and professional activity periods per week as all other teachers in the school.

(3) The other periods in the program of the teacher of library shall be devoted to professional activities related to the library program.

f. Teachers Serving in Special Education Programs

In elementary schools, within the workday set forth in Article 6A of this Agreement, all time in the special education teacher's program not programmed for teaching periods, preparation periods, professional activity periods, and duty-free lunch periods shall be devoted to appropriate professional activities to be assigned by the principal.

g. Professional Activity Options

(1) Teachers in eight period per day schools must select a professional or administrative activity in accordance with the provisions of this section and Article 7 U (Professional Activity Assignment Procedures). This provision shall not create an additional teaching period, as that term is defined in the collective bargaining agreement.

The menu of activities to be offered to each teacher shall be from among the following:

- a) Small group instruction (not to exceed 10 students)
- b) One to one tutoring
- c) Advise student activities such as clubs, teams or publications
- d) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
- e) Professional development/prepare staff development workshops and demonstration lessons
- f) Common planning time
- g) Conflict resolution for students
- h) Cafeteria Duty
- i) Schoolyard Duty
- j) Hallway Duty
- k) AM Bus Duty
- l) PM Bus Duty
- m) Homeroom
- n) Provide inter-disciplinary articulation
- o) Develop multi-cultural curriculum
- p) Develop Programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

(2) Such compensatory time positions as dean, programmer and grade advisor may be recreated.

(3) To strengthen school tone and to ensure student safety and discipline, the Union and Board agree that in each school the principal shall have the discretion to establish and fill one compensatory time position of lunchroom coordinator to supervise school aides in each lunchroom for each lunch period;

The above compensatory time position shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this Agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions. Resources available to the school shall be maintained at the same level which would be required if the proposal were not in effect.

D. K-8 Schools

K-6 teachers in K-8 schools shall have the same teaching schedule as that of elementary school teachers in the K-6 schools.

Seventh and eighth grade teachers in K-8 schools shall have the same program as teachers in the junior high schools.

E. Programs which Serve Students from More than One School

Selection for teaching assignments in programs which serve students from more than one school shall be made from among qualified applicants after posting the job

description and qualifications for the position. Such posting shall be in each school in the district for programs serving students in the district. If the program serves students from more than one district, the posting shall be in all schools in the system. Upon completing service in the program, the teacher shall be returned to his/her school and shall take his/her place on the seniority lists.

F. Special Education Positions and Assignments

1. Resource Room and SETSS Positions

a. Vacancies in Resource Room and SETSS positions in high schools, junior high schools, intermediate schools and elementary schools will be advertised within the school. If there are no qualified regularly appointed applicants, the position will be advertised in the high school superintendency or community school district. If no regularly appointed qualified teachers apply for the position, it will be offered to a qualified substitute in the school who applies before filling the position with a qualified substitute from outside the school.

b. A resource room teacher or SETSS teacher who returns from a leave of absence within one year of commencing the leave will be placed in a resource room or SETSS position in the school in accordance with his/her seniority as determined pursuant to Rule 3-D of Article 17B.

c. Effective September, 2002, if and when a resource room position is eliminated, the incumbent resource room teacher will be given the opportunity to become a SETSS teacher. If the resource room teacher opts for a SETSS position, that teacher will be placed in seniority order with all other SETSS teachers in the school.

If no SETSS vacancy exists in the school, that teacher will be given the opportunity to be placed in a SETSS vacancy in the district/superintendency. If the teacher chooses not to accept a SETSS vacancy in the school or district/superintendency or if no vacancy exists, the teacher will be placed in a position in license in the school in accordance with the teacher's seniority.

SETSS vacancies not filled in the manner above are to be posted in accordance with Article 7F1a.

2 IEP/Special Education Teachers

a. IEP/special education teachers shall be programmed for a specific number of periods (minimum of 5 per week) for (i) preparing for and attending the IEP meetings of children initially referred to special education, and (ii) coverage of other special education teachers' classes so that they may attend the IEP meetings for their students for requested reevaluations and triennial evaluations. The number of periods per week for the tasks described in (i) and (ii) shall be based upon a workload allocation created by the Department, prior to the beginning of each school year. The Board will consult with the Union by May 15 of any school year if it plans to change the workload allocation or the number of schools for the following school year.

b. In the event that the activities described in 2(a)(i) and (ii), above, are not sufficient, in a given week, to fill the periods programmed for such activities, the principal may assign the teacher to one or more of the tasks described in paragraph 2(c)(i)-(v), below.

c. The balance of the teacher's schedule not programmed for the tasks described in 2(a)(i) and (ii), above, will be programmed, in the discretion of the principal, for (i) instruction of students with disabilities (e.g., SETSS, Collaborative Team Teaching or

part-time special education classes), (ii) individual and group instruction for identified special education or identified general education students at risk of academic failure; (iii) participating in Pupil Personnel Team/Instructional Support Committee meetings; (iv) providing interventions recommended by the Pupil Personnel Team/Instructional Support Committee; and (v) administration of curriculum-based assessments for “at-risk” general education students. The teacher filling this assignment will not be used as a substitute or be part of the regular coverage pool unless s/he volunteers for such duty. In the event that an uncovered class exists, the teacher filling this position will only be assigned to the class if those teachers in the regular coverage pool (teachers on preparation period or professional period) have been assigned for that period.

d. Teachers filling this assignment will have scheduled prep, lunch and professional activity periods as provided in this agreement.

e. The assignment described in subparagraphs (a)-(d) above will be assigned in the same manner as other regular teaching assignments pursuant to existing contractual rules. Special education teachers will have the opportunity to declare a preference for this assignment.

f. Notwithstanding (e) above, special education teachers who served as education evaluators during the 2002-2003 school year (or were on leave or sabbatical during that year) will have a preference for this assignment in each year that it exists, in whatever form that it exists, as more fully set forth in the Memorandum of Agreement between the parties dated October 28, 2003, which is incorporated herein by reference. In the event such education evaluator does not exercise such right, or exercises such right but later gives up this assignment, s/he will have the same rights as any other special education teacher to apply for the assignment

3. Other Special Education Assignments

Except as otherwise provided in this Agreement, selection for special teaching assignments, including but not limited to Special Education Teacher Support Services vacancies, collaborative team teaching and part-time special classes or combinations thereof, and for non-teaching assignments in special education programs shall be made from among qualified applicants after posting the job description and qualifications for the position. Collaborative team teaching positions shall be posted for both the general education teachers and the special education teachers. Such posting shall be in such places as will provide a fair opportunity for qualified teachers to apply for the assignments.

4. Teachers Serving in the School for the Deaf

The weekly programs of teachers in the School for the Deaf shall consist of the following, as may be applicable:

(a) Teachers of prekindergarten and elementary levels in the School for the Deaf will have five preparation periods per week.

(b) Teachers of the junior high school level in the School for the Deaf will have a weekly program of 25 teaching periods, five preparation periods and five professional activity periods.

(c) Teachers in the School for the Deaf will be entitled to a duty-free lunch period of 50 minutes.

(d) In the event of a reduction in staff in junior high school classes in schools for the deaf, teachers serving out of license shall be the first to be reassigned to elementary

school classes. Teachers out of license with the least seniority in the school shall be the first to be so reassigned.

G. Non-Public School Teachers

In June, teachers serving in the non-public schools program shall be informed of the new or vacant full positions in the program and the qualifications therefor, and their timely application for assignment to such positions shall be considered and granted on the basis of their seniority in the program, provided they meet the qualifications.

H. Split Assignments

Upon request, a teacher serving in a split assignment shall be reassigned in accordance with his/her layoff seniority to a full position in the district or superintendency or program before a newly hired employee. Such reassignment shall be effectuated at the next reorganization.

I. Interim Acting Supervisory Positions

Notice of vacancies for interim acting supervisory positions shall be posted in each school. The notice will include the requirements for the position, or, if this is not possible, a clear indication of the place where the requirements may be obtained. Applicants who meet the requirements for the position shall be entitled to be interviewed for the position.

J. City Hall Academy

1. Visiting teachers' preparation periods will be scheduled at the end of the school day. Visiting teachers may, at their option, travel to and from CHA with their students on Board-provided buses.

2. Resident teachers can be returned, at the end of each school year, to their prior schools at the option of either the employee or the Board. Mid-year transfers will not be permitted without the consent of the Board.

3. The Board shall provide for substitute teacher coverage for the resident teachers and intends that such coverage will be provided by part-time teachers regularly staffed to CHA

4. The UFT Chapter Leader for CHA will conduct union business during his or her scheduled professional activity periods.

K. City-Wide Special Education (District 75)

1. Program Preference

a. Junior High Schools and Intermediate Schools

By May 1, teachers, should be given an opportunity to fill out program preference sheets. Preferences referenced in sub-paragraphs (1) and (2) will be honored to the extent consistent with the provisions of this Agreement applicable to special education teachers.

No later than ten (10) school days prior to the end of the school year, teachers should be notified of the following:

(1) The particular special education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.);

(2) The age range of special education classes;

(3) The professional activity assigned pursuant to Article 7K3 (Relief from Non-Teaching Chores and Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

Teacher programs for the following year should be given out no later than five (5) school days before the end of the school year.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

b. Elementary Schools

Early in the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the coming year. Plans, goals and personnel needs for special programs should also be discussed.

At that time, teachers should be given an opportunity to fill out preference sheets indicating three preferences in order of priority of:

- (1) The age range of special education classes;
- (2) The particular special education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.);
- (3) For 8-period schools, the professional activity selected pursuant to Article 7K3d.

With regard to requests as to age range of special education classes, teachers with the highest excessing seniority as calculated in Article Seventeen should be given preference if qualifications for the position are the same.

Where advisable and possible preferences pursuant to (2) above will be honored and teachers should be given an opportunity to discuss these assignment requests with their principal or supervisor, as appropriate.

Preferences pursuant to (3) above will be assigned in accordance with Article 7U below.

c. Separate Special Education Settings

Teachers in separate special education settings (except as otherwise provided) shall be entitled to exercise program preferences in accordance with the contractual provisions applicable to special education teachers in elementary, junior high school, intermediate school, or high school special education departments who teach pupils of the same level.

d. HES and VES Programs

Early in the spring, HES and VES teachers and HES and VES related service providers should be given an opportunity to express a preference for borough, special education program and level with the understanding that where advisable and possible such preferences will be honored.

For HES teachers, the special education programs are currently HES itinerant/related service providers, SETSS and staffing ratios.

For VES teachers, the special education programs are currently VES itinerant/related service providers, SETSS and staffing ratios.

With regard to requests as to special education program HES and VES teachers and HES and VES related service providers with the highest excessing seniority as calculated in Article 17 should be given preference if qualifications for the position are the same.

2. Teacher Programs

a. Teachers Serving in Schools Together with Non-Special Education Teachers

- (1) All teachers in elementary schools will have five preparation periods per week.
- (2) A basic maximum of 25 teaching periods, five preparation periods, and five professional activity periods for teachers shall be established before any other type of program for administrative purposes in which teachers teach less than 25 periods is arranged.

In Title I intermediate and junior high schools the program of 22 teaching periods, eight (8) preparation periods, and five (5) professional activity periods will continue as follows: The number of these programs will be fixed in each particular school at a percentage equal to the number of currently contractually eligible teachers or the number of homerooms that existed during the 1996-97 school year, whichever is less compared to the total number of teacher programs. Until such time that there are no longer teachers serving in the school who are eligible for this program and the program ends, a rotation policy shall be in effect for those who are contractually eligible.

In accordance with the LOBA determination and award in Case No. IA-1-85, all Title I junior high school teachers in the following categories shall have no more than five preparation periods a week:

(a) Full-time per annum teachers hired on or after July 1, 1985.

(b) Teachers assigned to a school which after the 1985-86 school year loses its Title I designation, notwithstanding possible redesignation at a later date.

(c) Teachers assigned to a school which was not designated Title I for the 1985-86 school year and is subsequently designated as a Title I school.

(d) Teachers who on or after September 1, 1985 transfer from one school to another, except for those teachers transferring from one Title I school to another Title I school.

Special education teachers serving in Title I intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 25 periods per week.

Special education teachers serving in non- Title I intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 26 periods per week.

(3) Where special education teachers work in a high school, they will have five preparation periods per week.

(4) Special education teachers serving in schools together with non-special education teachers will have daily, a duty-free lunch period of 50 minutes in elementary schools or equal in length to the period of time provided for all other teachers in the school in intermediate, junior high and high schools. Such lunch periods shall be scheduled to begin no earlier than 11 a.m. and to end no later than 1:30 p.m.

(5) Where special education teachers teach pupils of junior high school or high school level, the special education teachers' programs shall include five professional activity periods per week.

(6) In elementary schools, within the work day set forth in Article 6A of this Agreement, all time in the special education teachers' programs not programmed for teaching periods, preparation periods, professional activity and duty-free lunch periods shall be devoted to appropriate professional activities to be assigned by the principal.

b. Teachers Not Serving in Schools Together with Non-Special Education Teachers

(1) Teachers Serving in Separate Special Education Settings

Except as otherwise provided herein, all teachers who serve in separate special education settings will have five preparation periods per week and a daily duty-free lunch period of 50 minutes.

(2) Teachers Serving in Certain Special Education Programs (Formerly Special Day Schools, Day Treatment Centers, or Institutional Settings)

(a) The following shall apply to those teachers serving severely emotionally handicapped students in all self-contained special education schools, buildings, annexes or sites (which would formerly have been designated day schools or day treatment centers) or in institutional or agency settings for the severely emotionally handicapped:

i. Their weekly program shall consist of 22 teaching periods, eight preparation periods and five professional activity periods.

ii. They will have a daily duty-free lunch period equal in time to a period in the school.

iii. Teachers will be relieved of routine school-wide clerical duties, of the duties of assisting in the distribution, collection and inventorying of textbooks and supplies, and of related duties not involving children in the normal program of the school. This provision shall apply to institutional schools, where feasible.

iv. Such teachers who escort pupils to a public conveyance at the end of the school day shall not be required to return to the school building except for scheduled conferences.

v. No class shall exceed 15 pupils except as specified in Article 7M3.

vi. The provisions of Article 7B1 shall apply except in institutional settings.

(b) When a vacancy exists in a center cluster or school cluster, announcement of such vacancy shall be made. Applicants will apply to the head of the school for assignment to the position. The selection will be made from among qualified applicants. When applicants are equally qualified, the selection will be made on the basis of seniority in the school.

c. Teachers of the Homebound

The weekly programs for teachers of the homebound shall be defined as follows:

(1) Such teachers shall work a six-hour and fifty minute day and the maximum number of pupils assigned to teachers of the homebound shall be six, to the extent permitted by the budget. Effective February 2006 teachers of the homebound shall have their work days extended by 10 minutes, and report the Thursday and Friday before Labor Day and Brooklyn-Queens Day for professional development.

(2) Teachers of the homebound shall be allowed 45 minutes for duty-free lunch daily, exclusive of travel time.

(3) There shall be a policy of consultation with teachers of the homebound concerning their assignments and there shall be a policy of rotation of such assignments.

d. Resource Teachers or Itinerant Teachers

(1) Resource teachers and itinerant teachers will have preparation periods in the same number as for all other teachers in the setting where they serve the majority of their time.

(2) Resource teachers and itinerant teachers will be given daily, a duty-free lunch period of 50 minutes, or of such time as is equal to a period in the setting where they work, to be determined by the lunch period in the setting where the teacher serves on the particular day.

3. Relief from Non-Teaching Chores and Professional Activity Options

a. The same relief from non-teaching chores provided in this Agreement for other teachers will be applicable to all special education teachers who teach pupils of the same level.

b. Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted by subparagraph d below. However, this shall not prevent their assignment for that purpose in cases of emergency.

c. Special education teachers shall have the same number of professional activity periods during the year as all other teachers who work on the same level in the school or in the special education setting.

d. Teachers at all levels must select a professional or administrative activity in accordance with the provisions of this section and Article 7 U (Professional Activity Assignment Procedures). Except as described in sub paragraph g below, this provision shall not create an additional teaching period, as that term is defined in the collective bargaining agreement.

The menu of activities to be offered to each teacher shall be from among the following:

- (1) Small group instruction (not to exceed 10 students)
- (2) One to one tutoring
- (3) Advise student activities such as clubs, teams or publications
- (4) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
- (5) Professional development/prepare staff development workshops and demonstration lessons
- (6) Common planning time
- (7) Conflict resolution for students
- (8) Cafeteria Duty
- (9) Schoolyard Duty
- (10) Hallway Duty
- (11) AM Bus Duty
- (12) PM Bus Duty
- (13) Homeroom
- (14) Provide inter-disciplinary articulation
- (15) Develop multi-cultural curriculum
- (16) Develop Programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

e. If the UFT chapter and the principal deem it necessary, then an organizational period will be permitted but limited to a few days at the beginning and end of the school term/year, as well as rare occasional meetings during the school term/year, in lieu of homeroom, or in junior high and intermediate schools such homeroom if deemed necessary, may be regularly programmed.

f. Such compensatory time positions as dean, programmer and grade advisor may be recreated. All contractual provisions dealing with compensatory time shall remain in place.

g. Provided that these periods are used to supplement, not supplant the current school program, and subject to the specific provisions regarding it, secondary teachers may use

this time for a sixth teaching period compensated in accordance with article 7-0 of the Agreement (Shortage License Areas). The chapter's concurrence to ensure that this is truly supplemental is necessary.

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

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

(2) At the secondary level, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 1,000 students, one dean; over 1,000 students, two deans; and

(3) In high schools, principals shall have the discretion to establish and fill one compensatory time position of programmer.

The compensatory time positions listed in this subsection shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this Agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions. Resources available to the school shall be maintained at the same level which would be required if the proposal were not in effect.

4. Assignments

a. Except as otherwise provided in this Agreement, selection for special teaching assignments and for non-teaching assignments in special education programs shall be made from among qualified applicants after posting the job description and qualifications for the position. Such posting shall be in such places as will provide a fair opportunity for qualified teachers to apply for the assignments.

b. Teachers of the visually handicapped shall be informed of vacancies arising in the itinerant teaching program, and vacancies shall be filled by qualified applicants within the license. Where applicants are equally qualified, the selection will be made on the basis of seniority in the license.

c. In the event that a class in a hospital or other institution is closed, the teacher of the class shall be given a choice of existing appropriate vacancies within the school. Should no vacancies exist, the teacher should be assigned to the class of the teacher in excess.

d. In the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the ensuing year. Plans, goals and personnel needs for special programs should also be discussed.

e. Where it is the practice in a school to dismiss pupils during schoolwide or city-wide examinations, teachers of special education classes shall also have their classes dismissed when special education examinations are scheduled at the same time as school-wide or city-wide examinations.

f. Where HES teachers, HES related service providers, VES teachers, VES related service providers or homebound teachers are reassigned out of the borough of their current assignment due to a contraction which occurs at a reorganization, the teacher or related service provider with the least excessing seniority in the license will be reassigned

out of the borough. Where such contraction occurs at a time other than a reorganization the teacher with the least excessing seniority in the license will be reassigned out of the borough except where that would be disruptive to the educational program.

5. Cluster Schools

Teachers serving in a cluster school shall have retention rights at their site, subject to the following:

a. If staffing needs within the cluster school require contracting the staff at one site and expanding staff at another site, the Board will first seek volunteers who wish to transfer from the contracting site to the expanding site.

The senior qualified volunteer, based on excessing seniority, shall be selected. If no qualified volunteer exists, the Board will transfer the junior teacher, based on excessing seniority, who qualifies for the position.

b. If demonstrated needs require the Board to temporarily transfer a teacher to another site during the school year, the Board will inform the teacher of the reason for the temporary transfer. The teacher so transferred is entitled to return to his/her former site at the next reorganization in accordance with his/her excessing seniority.

L. Speech Improvement Teachers¹

1. Special Assignments

Where feasible, newly created speech improvement teaching positions will be announced in sufficient time to permit written applications for such positions. Such positions will be posted first in the community school district, District 75 program or high school superintendency, as appropriate. If no qualified teacher applies, the position will be posted on a city-wide basis. Criteria for assignment to the positions will be prepared. Where qualifications of applicants for a position are the same, the selection will be made on a basis of seniority of applicants in the Speech Improvement license.

2. Certificate of Clinical Competence

The Board and the Union established a task force to explore the feasibility of accommodating the needs of candidates for the certificate of clinical competence (CCC) to work with a holder of the CCC. The task force reported its findings and recommendations which provide the basis for the Board's program.

3. Selection and Retention of Assignments

a. A list of anticipated school sites in the district with a description of the programs (e.g., staffing ratio, collaborative team teaching, SETSS, etc.) anticipated to be served at those sites shall be made available by April 15. This should include full time equivalent positions (FTE) filled by contract agency personnel. By May 1, speech improvement teachers should be given the opportunity to fill out "preference sheets" indicating three preferences in order of priority for the school sites. Where advisable and possible, such preferences will be honored. The speech improvement teacher's seniority should be one of the factors considered in determining the assignment of the speech improvement teacher to a school site. Program preferences are subordinate to the exercise of retention rights to an assignment in a school.

b. A CPT or appointed speech improvement teacher's request to be retained in his/her school will not be unreasonably denied unless the appropriate Board of Education official can demonstrate there are compelling reasons for the denial.

¹ The parties disagree as to the applicability of Section 9 of the October 2005 MOA to this Article 7L

Where there are more than two speech improvement teachers in a school, the senior teacher will be given preference unless the appropriate Board of Education official can demonstrate there are compelling reasons for the denial. Teachers returning from sabbaticals or leaves of absence of less than two years will be returned to the schools where they were assigned in accordance with their seniority. All reasons for denial of the teacher of speech improvement's preference will be done in writing.

c. Unfilled positions, and positions filled by contract agency staff and uncertified teachers of speech improvement (PPTs) which are full time speech improvement teacher positions (whether the assignment is to a single school or more than one school) are to be advertised for transfer. Although the number of vacancies and the anticipated locations shall be posted, and the speech improvement teacher may choose specific positions, the transfer is to the district, not to a particular position.

M. Class Size Limitations

1. Pre-Kindergarten and Kindergarten

a. The size of pre-kindergarten classes shall be determined on the basis of a maximum absolute cap of 18 pupils with a teacher and paraprofessional.

b. The size of kindergarten classes shall be determined on the basis of a maximum of 25 pupils for each teacher, except as specified in 3 below.

2. Elementary, Junior High, and High Schools

a. No subject class in elementary school shall exceed 32 pupils, except as specified in 3 below.

b. No subject class in a non-special service junior high school shall exceed 33 pupils, except as specified in 3 below.

c. No subject class in a Title I junior high school shall exceed 30 pupils, except as specified in 3 below.

d. No homeroom or official or subject class in senior high school shall exceed 34 pupils, except as specified in 3 below. This shall not be accomplished by an increase in the size of classes for the non-college bound students.

e. No class in trade shop subjects in the high schools shall exceed 28 pupils, except as specified in 3 below.

f. The size of physical education classes in the junior and senior high schools shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in 3 below.

g. The size of required music classes in the high schools shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in 3 below.

h. The size of ninth grade classes in any high school where more than half of the pupils in the ninth grade have been admitted from reorganized junior high schools shall not exceed the maximum provided above for the junior high schools.

i. Wherever administratively possible, teacher programs in high schools should follow these guidelines: In rooms with specific stations (e.g. typing rooms, shops and laboratories) the number of pupils assigned to such rooms should not exceed the number of stations available. In the programming of such classes, an extra number of pupils equal to the anticipated attrition rate may be included.

j. In Title I schools in the junior high school division, classes in industrial arts/technology education and home economics/home and career skills should not exceed 22 students. In regular schools in the junior high school division, classes in industrial

arts/technology education and home economics/home and career skills should not exceed 24 students.

The class size limits set forth herein apply to classes conducted in shop or laboratory settings.

3. Exceptions

An acceptable reason for exceeding the maximum class size limitations listed in paragraphs 1b through 2g above may be any of the following:

a. There is no space available to permit scheduling of any additional class or classes in order to reduce class size.

b. Conformity to the class size objective would result in placing additional classes on short time schedule.

c. Conformity to the class size objective would result in the organization of half-classes.

d. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction, or for IGC instruction, or for placement of pupils in a subject class of which there is only one on a grade.

In the event that it is necessary to assign a teacher to a class which exceeds the maximum size listed above, the principal shall stipulate the reason in writing to the teacher and to the Chancellor. Such statement of reasons may be available for examination by the Union in the Office of the Chancellor.

4. Students with Disabilities in a General Education Class

Effective September, 2002, there shall be no more than three emotionally disturbed or autistic students, out of the total number of students with IEPs, whose management needs are severe and chronic requiring intensive constant supervision, a significant degree of individualized attention, intervention and intensive behavior management, in a general education class with one teacher.

N. Coverage of Classes

1. Teachers having an instructional program who are called for a full-day professional conference to the office of a Board official outside the school shall be relieved by a per diem substitute.

2. Substitutes will be hired to allow an average of four teachers per school per year to visit other schools and to attend educational conferences.

3. The Board and the Union agree that the classes of absent elementary school teachers should be covered by employment of per diem substitute teachers as a matter of first priority or by other appropriate coverage by teachers in the school if necessary. The practice of breaking up classes of absent elementary school teachers and assigning the students to other classes in the school is strongly discouraged. The Board and the Union will jointly monitor compliance with this provision.

4. The unavailability of a teacher to cover a class constitutes an emergency. It is recognized that, in such emergency, the principal has the responsibility to assign a teacher in the school to the class without regard to the program of the teacher so assigned. Assignment of teachers to cover classes in such emergency shall be made on a rotation basis to the extent possible.

5. Before involuntarily assigning any teacher, except a teacher who has had no coverage during the term, to cover a class, teachers will be assigned on an equitable basis from among all applicants who volunteer to cover the class during their preparation

periods or professional activity periods. Licensure shall be taken into consideration in making coverage assignments. Implementation of this provision shall be in accordance with plans developed at the school level.

6. In secondary schools teachers who are assigned to cover classes during their preparation period or their professional activity period will be paid for such time at the rate set forth in paragraph 10 below for each such period in excess of one in any term during the applicable school year.

To the extent possible, the assignment of teachers to cover subject classes during their preparation period or professional activity periods shall be made on a rotation basis among teachers in license.

In elementary schools preparation periods shall not be taken away from classroom teachers except when an emergency arises. The unavailability of a teacher to cover a class constitutes an emergency. Teachers who lose preparation periods because of emergency will be paid for such time at the rate set forth in paragraph 10 below for each such period in excess of one in any term during the applicable school year.

When the normal school schedule is changed for a parent-teacher conference day when the teacher's pupils are not in school, a clerical half-day, a staff development program mandated by the community school district or central board when the teacher's pupils are not in school, or a standardized testing day, a teacher who performs such duties during the time he/she is scheduled to have a preparation period shall lose his/her preparation period and no compensation shall be due him/her under this provision except that in elementary schools a preparation period which was lost due to administering a standardized test shall be rescheduled within five school days.

7. Resource room teachers and speech improvement teachers will be treated equitably when involuntary assignments to emergency coverages are required to be made in the school.

8. A per diem substitute who is hired to cover the class of an absent teacher will be assigned to teach such teacher's class.

9. Any teacher removed from his/her professional assignment to cover a class will be entitled to be paid at the applicable coverage rate.

10. The coverage rate per period shall be:

Current.....	\$30.69
Effective December 1, 2003.....	\$31.30
Effective December 1, 2004.....	\$31.91
Effective October 1, 2006.....	\$32.95

O. Shortage License Areas

The Board has informed the Union of the steps it has taken and is continuing to take to minimize or eliminate teacher shortages in particular license areas. Notwithstanding these steps, the parties agree that city-wide shortages of regularly licensed teachers exist in particular licenses (shortage license areas). Therefore, the parties have adopted the following provisions in a mutual effort to address shortages of teachers in shortage license areas:

1. In accordance with applicable regulations, at each reorganization the Chancellor may authorize a particular school, where a vacancy exists in a shortage license area which the Division of Human Resources has been unable to fill, to fill the position pursuant to these provisions.

2. If the school is so authorized to fill the position hereunder, teachers in the school who are regularly licensed and appointed in the shortage license area may apply for a program in which they teach up to five regularly scheduled periods per week beyond the applicable contractual maximum teaching load in lieu of preparation time to which they would otherwise be entitled. For purposes of implementing these provisions, the “applicable contractual maximum” teaching loads shall be those specifically set forth in this Agreement. The applications of such teachers shall be granted in order of their seniority.

3. If, at any reorganization period, no teacher regularly licensed and appointed in the shortage license area applies to fill a position authorized hereunder, the position may be offered to other teachers in the school in the following order:

- (1) Regularly appointed with certification in the license area;
- (2) Provisional with certification in the license area;
- (3) Regularly appointed with experience teaching in the license area;
- (4) Provisional with experience teaching in the license area.

Within each category listed above, the applications of such teachers shall be granted in order of their seniority.

4. At the next reorganization, the available assignments hereunder, if any, shall be rotated (within each category) by following the same procedure. Accordingly, it is the intent of the parties that coverages will be equitably distributed over successive reorganizations and implementation of these provisions shall not modify any of the provisions of Article 7N.

5. Teachers scheduled to teach in lieu of preparation time as set forth above shall be paid at the rates set forth below per semester as a “special per session payment” if they are scheduled to teach five periods per week in lieu of preparation time:

Current.....	\$4,595
Effective December 1, 2003.....	\$4,687
Effective December 1, 2004.....	\$4,851
Effective November 1, 2005.....	\$5,118
Effective October 1, 2006.....	\$5,284

Teachers who are scheduled to teach fewer than five periods per week in lieu of preparation time or who are scheduled to teach less than a full term shall receive a pro-rata “special per session payment” hereunder.

6. These provisions shall not be implemented in any school where an excessing situation would be caused by their implementation.

7. The decision of the Chancellor not to authorize implementation of these provisions in a shortage license area in a particular school shall be final and not subject to grievance. However, all other aspects of these provisions shall be subject to the grievance and arbitration provisions of this Agreement.

8. Should salary credit regulations be revised in order to recruit personnel in shortage license areas, incumbent employees will be treated equitably.

P. Regular Part-Time Assignments for Appointed Teachers

1. A limited number of regularly appointed teachers (including teachers on unpaid leaves) may be assigned to less than full-time positions where such an assignment meets a particular need of the school system, including, but not limited to, filling a vacancy where no full-time teacher is available, alleviating a shortage area, serving in the

Mentor/Intern Program or sharing a full-time position with another teacher on unpaid leave. The number of these positions in any school year will be decided jointly by the Board and the Union and awarded on the basis of agreed-upon criteria.

2. Teachers in these positions will be entitled to full health and welfare benefits and pro rata salary (including vacation pay) and pro rata sick leave.

3. Service performed in this program shall be considered for all seniority and salary credit consistent with current Board policy.

4. The Board and the Union shall seek appropriate legislation, where necessary to secure pension rights.

5. Teachers in these positions will be treated equitably in the assignment of preparation periods and other program requirements.

6. The following provisions shall apply: Article One, Two, Three, Four, Five, Seven, Eight, Nine, Ten, Sixteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-One, Twenty-Two, Twenty-Three, Twenty-Four, Twenty-Five, Twenty-Six, Twenty-Seven, Twenty-Eight, Twenty-Nine, Thirty, Thirty-One, and Thirty-Two.

Q. Conferences

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

2. No more than one city-wide conference on school time for the entire faculty of teachers of the homebound will be held during the school year.

3. In any one borough, no more than two borough-wide conferences for teachers of CRMD will be held after school hours during any school year.

4. During any school year, no more than three borough-wide conferences for teachers of health conservation will be held after school hours in any borough.

5. Regular monthly conferences of teachers of speech improvement will be held on school time in September and June. Other regular conferences will begin at 3:00 p. m.

6. Faculty conference agendas shall be set in consultation with the UFT chapter committee.

R. Basic Instructional Supplies

The Board and the Union agree that schools should provide appropriate and sufficient basic instructional supplies and books to deliver an effective educational program. Basic instructional supplies and books are those that must be provided for use by students without which classroom instruction will be impaired.

In the event a member or members of the faculty believe that such supplies and books are not available to students and faculty, the chapter may request a meeting with the principal. Upon the request of the chapter leader, the principal shall meet with the UFT chapter committee to resolve the issue. If no resolution is achieved at the school level, the district representative and the appropriate superintendent will meet within five (5) school days to attempt to resolve it. If they are unable to do so, the dispute will be forwarded by the Union to the Chancellor for his/her prompt review and response.

S. Additional Facilities

1. Adequate supplies will be made available in teacher washrooms in schools.

2. Pay telephone facilities in schools will be made available to teachers for their reasonable use.

3. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the particular school staff.

4. Teaching materials and workbooks shall be made available to teachers of the homebound at a central stock room on an emergency basis.

5. The Board shall issue parking display cards to identify automobiles of teachers of the homebound visiting homebound children.

6. The Board will make every effort to obtain parking privileges for special education teachers.

T. Teleconferencing

The required participation of special education teachers and/or related service providers in EPCs and CSE reviews may be accomplished via teleconferencing at the discretion of the appropriate Superintendent. If the teleconference occurs during a teacher's preparation period, or during an administrative period in which he or she is relieved, compensation will be paid at the coverage rate. If the teleconference occurs on other than school time, compensation at the applicable per session rate will be paid.

U. Professional Activity Assignment Procedures

1. The number of available positions for each professional activity and the qualifications and responsibilities required for each activity shall be set by the principal in consultation with the Chapter Leader. Each spring, but no later than April 15th, the principal shall meet to consult with the Chapter Leader on the number of positions for each menu item. Should the Union believe the number of positions for administrative activities set by the principal is inappropriate, or should a teacher believe a selection decision is in violation of the agreement, the Union may appeal to the Chancellor. The Chancellor or his/her designee will consult with the Union President, or his/her designee, prior to issuing a decision on the appeal. The Union may appeal the decision of the Chancellor or his/her designee within 15 days to the NYC Office of Labor Relations, which will issue a final and binding decision.

2. Teachers shall select each spring (following the timeframe for program preferences listed under Articles 7 A, 7B, 7C, and 7K in this Agreement) in priority order, three (3) activities from the menu they want to participate in for the following school year. The principal shall make assignments based on qualifications and availability of positions. If more teachers seek particular activities than positions are available, the principal shall select the most qualified teacher(s); and if the candidates are equally qualified the candidate with the most school seniority will be selected. To the extent possible each teacher shall receive one of the three (3) activities for the following school year. If this is not possible, the teacher will be given the opportunity to select three (3) additional choices, one of which will be granted, subject to qualifications, and unless sufficient teachers do not choose a particular activity. If sufficient teachers do not choose a particular activity with any of their six (6) choices, the Principal will assign teachers to these activities on a rotational basis in inverse seniority order with no teacher being involuntarily assigned to an administrative activity for consecutive years.

3. For the 2005-2006 school year, the principal shall meet to consult with the Chapter Leader on the number of positions for each menu item for the spring 2006, and the menu will be issued for teachers to select preferences by December 23, 2005. Teachers shall be notified of their assignments by January 13, 2006 and begin their assignments on the first day of the Spring Semester.

4. Teachers new to the school system and those teachers in danger of receiving an unsatisfactory rating may be assigned by the principal to professional development or

common planning as their professional activity, regardless of their preferences, to further enhance their teaching skills. A teacher in danger of receiving an unsatisfactory rating who is assigned to AM or PM bus duty may be assigned by the principal to professional development or common planning as their professional activity in lieu of AM or PM bus duty. Teachers hired in the fall will be offered three choices by the principal from the menu.

5. Each teacher shall be notified in writing by the principal prior to the end of the school year, pursuant to Articles 7A, 7B, 7C, and 7K of the activity they have been assigned for the following school year and it will be incorporated as part of his/her program.

6. Teachers serving in compensatory time positions, pursuant to the SBO process (defined in Articles 7A, 7B, 7C and 7K and Circular 6) shall continue to do the work of their position during their professional periods (except to the extent the SBO specifically states otherwise) and must at the beginning of each term submit to the principal for approval a plan for the use of their professional periods.

7. Teachers serving as athletic coaches, pursuant to Article 15 of this Agreement, and receiving per session pay for such activity, shall be permitted to use their professional periods to further the work of their activity, and must at the beginning of each term, submit to the principal for approval a plan for the use of their professional periods.

8. Any teacher may grieve the failure to follow the terms of this provision pursuant to the regular grievance and arbitration provision of this Agreement. However the assignment of particular activities hereunder shall not be grievable. The Union may challenge the assignment of a particular activity by appealing, within 15 days, to the Chancellor/designee, who will consult with the Union prior to rendering a decision. The Union may appeal the decision of the Chancellor/designee to the New York City Office of Labor Relations, which will issue a final and binding decision.