

**ARTICLE TWELVE
SCHOOLS AND PROGRAMS WITH
MODIFIED WORK SCHEDULES**

I. Chapter 683 Program

A. Employees who elect to be employed in the Board's program which implements Chapter 683 of the Laws of 1986 ("Program") shall serve under the following terms and conditions of employment during July and August:

1. The gross annual salary rate of each such employee who serves the same student population during the regular work year (September through June) as is eligible to participate in the Program during July and August shall be computed by adding the sum of either:

a. Seventeen and one-half (17½) percent of the applicable gross annual salary rate; or
b. The number of hours served during July and August multiplied by the applicable per session rate; whichever is greater, to the employee's annual salary rate ascertained without consideration of said sum.

2. The pay rate of each such employee who does not serve the same student population during the regular work year (September through June) as is eligible to participate in the Program in July and August shall be the applicable per session pay rate.

3. a. As set forth in the applicable Board Vacancy Circulars advertising the positions available for the 1988 Program, the selection procedure for the Program shall provide a priority to those employees who serve the same student population during their regular work year as is eligible to participate in the Program in July and August.

b. Employees who serve satisfactorily in the Program during July and August for two successive years shall be retained for succeeding years if they apply to serve in the Program during July and August provided they continue to serve the same eligible student population during their regular work year. Retention rights of other employees who serve satisfactorily in the Program during July and August for two successive years shall be subordinate to the rights of those employees who serve the same eligible student population during the regular work year.

c. If there is a reduction of positions in the Program during July and August, employees who are lowest in order of priority for selection will be the first to be retrenched, in inverse seniority order.

4. The work day for employees serving in the Program during July and August shall be five hours and fifty minutes (six hours effective February 2006) exclusive of one-half hour for a duty-free lunch.

5. Employees paid in accordance with Paragraph 1 of this Article will receive two sick days for use during July and August on a self-treated basis. Unused sick days shall be accrued and credited to the employee's cumulative absence reserve for use during the regular school year.

6. Teachers shall have a daily professional resource period. This period is designed to allow for consultation by the teacher with administrators, parents, teachers, related service providers and nurses: to up-date each student's Individual Educational Program (IEP) in order to provide for continuity of instruction, to provide a reporting mechanism (IEP) to each student, daily and cumulative attendance information, related service

provision information to administration, and to finalize all student records for delivery to the September school location.

Other employees will have relief time, if any, equivalent to that to which they are entitled during the regular work year.

7. Teachers will be consulted regarding class assignments and their assignment requests will be honored to the extent possible.

8. The sabbatical leave pay of employees paid in accordance with Paragraph 1 of this Article shall be based on their annual salary including the amount computed pursuant to Paragraph 1 of this Article.

The applicable return provision applies to service in the Program with respect to that portion of the sabbatical salary attributable to Program compensation.

9. Teachers, guidance counselors and school secretaries serving in the Program during July and August are restricted from serving in any per session activity unless no other qualified applicants are available.

10. In light of the needs of the student population served by the Program, the Board is committed to providing air-conditioned facilities for as many sites as possible. The Board will keep the Union informed of its progress in achieving the objective of air-conditioning all sites utilized by students.

11. The Board official with responsibility for this Program shall meet and consult at times mutually agreed with representatives of the Union on matters of policy and implementation of this Article.

12. Except as otherwise set forth herein:

a. The working conditions for employees paid in accordance with Paragraph 1 of this Article will be consistent with the standards of working conditions for the regular work year prescribed in the applicable collective bargaining agreements.

b. The working conditions of employees paid in accordance with paragraph 2 of this Article will be those working conditions applicable to per session employees covered by the applicable collective bargaining agreements.

II. Extended Time Schools

In order to raise student performance, the Chancellor has designated certain SURR and low performing schools as "Extended Time Schools" in which there will be an extended school day/year. The parties believe that implementation of this extended school schedule over a two year period will succeed in turning around low performing schools and having them removed from the SURR list. It is the intent of the Chancellor that no school should remain on an extended time schedule for more than three years. The Chancellor may de-designate a school as an Extended Time School.

A. Time and Compensation

1. In such designated Extended Time Schools, teachers shall work a mandated seven hour work day, inclusive of a duty-free lunch period, and an additional five workdays immediately preceding the start date designated at the beginning of the school year. Effective February 2006, teachers in ETS shall report on Brooklyn-Queens Day for professional development.

2. The gross annual salary of teachers who work this additional time in Extended Time Schools shall be in accordance with the salary schedules set forth in Appendix F1.

B. Staffing

1. Employees currently serving in schools which become Extended Time Schools will have the option to be excessed from the school. Those appointed and certified provisional staff who are excessed will be offered the broadest placement choices available within the authority of the Board; and where possible, their wishes will be taken into account when placing them into positions.

2. Nothing herein precludes the right of the Board to close or redesign a school in which case staffing shall be done in accordance with Article 18-D ("Staffing New or Redesigned Schools").

3. No one shall be involuntarily excessed to or involuntarily transferred to an Extended Time School.

4. Employees in Extended Time Schools who are involuntarily excessed from their school will be offered the opportunity to apply to a vacancy in another Extended Time School or to be excessed to a school in the geographic district.

C. Service Commitment

Eligibility for the pro rata salary shall be conditional upon a commitment by the employee to work in the system for a minimum of an additional three years. An employee who does not remain for the full three years will be liable to the Board for the additional salary received while in the Extended Time School in an amount equal to the lesser of the actual pro-rata addition to the employee's gross salary or the total of the previous 12 months of the pro rata addition to the employee's gross salary. In addition, in the event that an employee who is earning the pro rata salary leaves the system prior to the expiration of the employee's three year service commitment, then such employee's compensation and salary for pension benefits as well as such employee's termination pay for unused cumulative absence reserve shall be calculated as though such employee had not received a pro rata increment on his/her salary. The three year service requirement shall not apply in the event that an employee is laid off or excessed or is unable to complete the service requirement due to a medical incapacity approved by the Board's Medical Bureau or upon approval of special circumstances by the Chancellor. Individual employees in Extended Time Schools will be required to sign a document agreeing to the terms and conditions described herein.

In the event that a designated school remains on the extended time schedule for less than three years, then the service commitment shall be reduced commensurately.

D. Miscellaneous

1. In Extended Time Schools, Article 8B (School-Based Options) shall require approval of 55% of those voting.

a. The Special School-Based Option and SBO threshold for approval of the creation or recreation of administrative duties, compensatory time positions and homeroom shall be 55% of those voting.

2. In Extended Time Schools, Circular 6R and related contractual provisions will be modified as follows:

a. The Menu of Professional Activity Options for all Extended Time Schools shall be created centrally by the Chancellor in agreement with the UFT President. From time to time, the Chancellor may direct the use of professional periods for specified professional development. In the event that these periods are directed for such use, any time requirement or expectations associated with the affected teacher's professional activity shall be modified accordingly.

b. Compensatory time positions consistent with a school's instructional plan may be mandated by agreement of the Chancellor and the UFT President. Staffing of such created or re-created positions shall follow regular contractual procedures.

3. In the event that a designated school remains on the extended time schedule for less than three years, then an employee will have the opportunity at the next reorganization to return to the school from which the employee transferred and take the employee's rightful place in seniority order.

4. The Board official(s) with responsibility for this Program shall meet and consult at times mutually agreed with representatives of the Union on matters of policy and implementation of the Extended Time Schools program.

5. In the event the Chancellor terminates the Extended Time Schools program then the terms of this agreement shall expire.

6. Except as otherwise set forth herein, the terms and conditions of this collective bargaining agreement apply to employees serving in the Extended Time Schools program.

III. Second Opportunity Schools (SOS) Program

Teachers who elect to be employed in the Second Opportunity Schools (SOS) Program shall serve in the Program under the following terms and conditions of employment:

1. For the period of September through June (regular school year), the gross annual salary rate of each teacher shall be increased by an amount pro-rated to the additional time such teacher is scheduled to work over and above the work day provided in Article 6A and is set forth in Appendix F2 of this Agreement.

2. For the period of July and August, the gross annual salary rate of each teacher in the SOS Program shall be increased by an amount pro-rated to the additional time such employee is scheduled to work in July and August over and above the work year provided in Article 6B.

3. In the event that it becomes necessary to employ any teacher who did not serve in the SOS Program during the regular school year, his/her pay for any time worked during July and August will be the applicable per session rate for the hours worked, and the other provisions of the contract applicable to per session employment shall also apply. However, retention rights of teachers paid at the per session rate shall be subordinate to the rights of teachers who serve in the SOS Program during the regular school year.

4. During September through June, the contractual school workday required for teachers serving in the Program shall be seven hours, inclusive of a duty-free lunch period of 40 minutes. In addition, the workday required for all teachers serving in the Program during July and August shall be four and one-half hours. No lunch period shall be scheduled during the summer.

5. The work year for teachers shall be in accordance with this collective bargaining agreement during September through June, and in addition, thirty working days during July and August. Effective February 2006 teachers shall report to work on the Thursday and Friday before Labor Day and on Brooklyn-Queens Day for professional development.

6. Employees in the SOS Program will receive twelve self-treated sick days per year, accrued at the rate of one day per month, including one day for the month of August.

7. The sabbatical leave pay of employees in the SOS Program shall be based on their annual salary including the amount computed pursuant to paragraphs 1, 2 and 3 above. The applicable return from sabbatical provision applies to service in the Program with respect to that portion of the sabbatical salary attributable to Program compensation.

8. Employment in the Program is by application on a voluntary basis. Applicants must commit to at least three years of paid service with the Board of Education commencing with the first day of service in the Program. In the event that an employee who has participated in the Program retires from service prior to the third anniversary of such employee's first date of participation in the Program, then such employee's compensation and salary for pension purposes shall be calculated as though such employee had not participated in the Program. The three year service requirement shall not apply in the event that the employee is terminated or is unable to complete the service requirement due to a medical incapacity approved by the Board's Medical Bureau.

9. For all contractual purposes, the SOS Program shall be considered two schools. The middle school sites shall be considered one school and the high school sites shall be considered one school, except that Article 7A, B, M, N and O of this Agreement shall be applied on a site basis.

10. Employees serving in the SOS Program shall have retention rights at their sites subject to the following:

a. If staffing needs within an SOS Program school 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 employee, based on excessing seniority, who qualifies for the position. The employee so transferred is entitled to return to his/her former site at the next reorganization in accordance with his/her excessing seniority.

b. If demonstrated needs require the Board to transfer an employee to another site, the Board will inform the employee of the reason for the transfer. The employee may grieve to determine whether the transfer was based on justifiable reasons.

c. The Board will place the employee reassigned pursuant to (a) or (b) above in an appropriate vacancy within the SOS Program school in the same borough. If it is necessary to reassign the employee outside the borough, the preferences of the employee shall be taken into consideration.

d. No later than sixty days before the end of the term, a list of potential vacancies for the following term will be posted at each site, including vacancies anticipated through sabbatical leave, retirements and the opening of new sites. Regularly appointed employees may file preference requests for reassignments to such sites with the principal and will be considered for such reassignments.

11. There shall be one chapter leader for the middle school sites and one for the high school sites in the Program, a total of two. The chapter leader for the middle school sites in the Program and the chapter leader for the high school sites in the Program shall both be relieved of one teaching period per day to perform the duties and responsibilities of their chapter leader positions. The Union shall reimburse the Board for each such chapter leader who is so relieved at the rate of twenty percent of the total employer cost of an entry level teacher, as is the case for chapter leaders in large high schools.

12. In light of the needs of the student population served by the Program, the Board is committed to providing air conditioned facilities for as many sites as possible. The Board will keep the Union informed of its progress in achieving the objective of air conditioning at all sites utilized by students.

13. The Board official with responsibility for this Program shall meet and consult at times mutually agreed with representatives of the Union on matters of planning and implementing the SOS Program.

14. Except as otherwise set forth herein, the terms and conditions of the collective bargaining agreement covering their title apply to employees serving in the SOS Program.

IV. New Beginnings Centers

Employees who are accepted into and elect to be in the New Beginnings Center Program shall serve in the program under the following terms and conditions of employment:

1. A single selection committee, for both teachers and guidance counselors, shall be established for each superintendency in the first year of the program. After the first year, there shall be a single selection committee for the program.

2. Pedagogues selected into the program, including the secretary(ies), shall be automatically released by their superintendent. Pedagogues selected into the program shall be granted a leave of absence for one school year from their prior school. In addition, pedagogues selected into the program shall be granted a leave of absence for one (1) additional school year from their prior superintendency. For purposes of this paragraph, the first year shall run through the 2003-2004 school year and the second through the 2004-2005 school year. Mid-year transfers will not be permitted without consent of the Board.

3. The program calls for a team teaching model consisting of two (2) teachers for a class of approximately 20 students.

4. The workday shall begin at 8:00 a.m. and end at 3:00 p.m.

5. Effective February 2006 employees shall report to work on the Thursday and Friday before Labor Day and on Brooklyn-Queens Day for professional development.

6. Teachers working in New Beginnings Centers shall receive 5.56% additional compensation to their gross annual salary (2.75% effective November 1, 2005) for working a seven (7) hour day.

7. Substitute teacher coverage shall be provided from a pool maintained by the principal. Substitutes shall receive the per diem rate and shall have a workday of 6 hours and 40 minutes (6 hours and 50 minutes effective February 2006).

8. In the event of site contraction, teachers may apply for positions within other New Beginnings Centers.

9. The teachers' workday shall include no more than five (5) teaching periods, one (1) professional activities period or its equivalent, one (1) professional development period, one (1) preparation period and one (1) duty free lunch period. The Board retains its right to change the scheduling of the aforementioned periods.

10. The program shall have one (1) Chapter Leader. The Chapter Leader shall be relieved of one period of professional activities or its equivalent per day to fulfill his/her union duties.

11. Adequate security shall be provided for the program.

12. In the event the Chancellor terminates the program, the terms of this Article 12 IV shall expire, except that pedagogues shall have rights in accordance with those enumerated in paragraph 2.

13. The terms of the applicable collective bargaining agreement(s) shall apply unless they are otherwise amended by or inconsistent with the terms of this provision.