

# **Know Your Rights**

## **Pedagogues**

### **From the UFT President**

Knowledge is power. As educators we know that, and try to teach it. All too often though, we don't even know the rights we have on the job — rights to professional and fair treatment and to working conditions that help make a tough job more doable. The totality of these rights have been negotiated in a give-and-take process with management (the Department of Education and the City of New York) over half a century. Some chancellors have wanted to work with us, and with them we've been able to forge greater professionalism for our members (see for example Articles 7 and 8 of our contract) and others have wanted to strip us of the wherewithal to do our job (remember when Chancellor Klein proposed an 8-page contract eliminating virtually all of our contractual rights and protections?).

But the contract is no more than words on paper if it is not used. I often say it doesn't walk and talk by itself. Unless members exercise their rights and raise their voices, unless we demand fairness, oppose arbitrariness and speak out when we believe it is in the best interests of our students, our voice will fade to a whisper. So I urge you to become familiar with your rights and benefits, and use them. When teachers are respected, students benefit.

We have written this handbook in an easy-to-read style, listing rights alphabetically. It is by no means exhaustive and can't substitute for reading your contract (and the many arbitrations that have interpreted it), as well as some hard-fought laws, such as on tenure. If you have a question or need help, do not hesitate to ask your UFT chapter leader or to call your UFT borough office where there are experts on different topics to advise you.

### **Absences**

If you are absent from school because of illness, you will be paid for up to 10 days in any school year without needing to submit a doctor's note. These are known as "self-treated days." If you take more than 10 self-treated days in any school year, you will not be paid for those additional absences unless you submit a doctor's note, even if you have accumulated days in your Cumulative Absence Reserve (CAR). Wherever possible, you should submit medical certification for each day you are absent to preserve as many of your self-treated days as possible.

You can use three of those 10 days for personal business, provided that you give reasonable notice to your principal. Personal business is officially defined as something that cannot be done at any time other than a school day, during school hours. Two of these three personal business days may be used to care for family members who are ill. If you have exhausted all the days in your CAR (commonly known as your "sick bank") and you are regularly appointed, you may borrow up to 20 additional sick days.

Regardless of the nature of your absences, it is most important that you call your school each day and notify the principal that you will be absent.

Absences due to childhood illnesses that are listed in our contract (German measles, mumps and chicken pox), for the death of a member of your immediate family or to appear in court as a juror or witness are considered "non-attendance" days and are not deducted from your CAR. Your chapter leader can advise you about the forms you must

file for these days.

*Also see Attendance Procedures; Cumulative Absence Reserve; Excessive Absences, Lateness.*

### **Academic Freedom**

As someone committed to public education who sees close up the conditions in which our students learn and live, you are in a unique position to help influence public policy. Over the years, the UFT has often called upon its members to speak their minds and tell the truth in lobbying visits, at legislative hearings, public forums and print and broadcast interviews. You can do this without fear of retribution. You have the right to comment on Department of Education policies publicly, but you should make it clear that you are speaking for yourself only. If any official should attempt to pressure you against speaking your mind or retaliate against you for doing so, the UFT will stand with you. However, the union strongly advises you to consult with your UFT district representative before taking such action.

### **Administrative Assignments**

With certain explicit exceptions, administrative assignments are prohibited unless the school chapter votes to create them through an approved school-based option [see SBO]. The exceptions are cafeteria duty, yard duty, hall patrol, AM/PM bus duty and homeroom. If you wish to be assigned one of those activities, you should rank it in priority order on your professional period preference sheet. If you are given an administrative assignment, you cannot be involuntarily assigned to another administrative assignment the following school year.

*Also see Professional Activity Options; Professional Activity Procedures; Program Preference.*

### **Arrests**

If the police should arrest you in school for any reason — work-related or not — you or your chapter leader should call the UFT borough office immediately for assistance. You should give the UFT representative the name and precinct of the arresting officer along with any other details you have regarding the arrest. If you are arrested, you must notify your principal and the Office of Personnel Investigations in writing (Chancellor's Regulation C-105). The UFT will provide legal assistance if you are arraigned. If you are arrested for any actions arising out of the disciplining of a student, you should immediately apply to both the DOE and the city Corporation Counsel for representation.

*Also see Legal Assistance.*

### **Assaults**

If you are assaulted, threatened, cursed at or verbally harassed on school grounds by anyone — a student, a parent, an intruder or anyone else — you should immediately notify your principal and UFT chapter leader. This applies whether or not you suffer any physical injuries. You must file an Occurrence Report and Comprehensive Injury Report within 24 hours of the assault detailing what transpired. If you are unable to fill out the reports due to injuries, your chapter leader and/or a colleague can do that for you. If you are unsure whether what happened to you constitutes an assault, you should still fill out both reports.

You also should file a UFT Safety/Incident Report online, at [www.uft.org](http://www.uft.org) — click on Safety/Discipline report on the home page. You can also get the form from your chapter

leader. Once you've completed it, fax it to the UFT Safety Department (1-212-677-6612). If your injuries prevent you from filling out the UFT Safety/Incident Report, you or your chapter leader should call your UFT borough office. In an emergency, you can get immediate union assistance by calling the UFT Safety and Health hotline at 1-212-707-9407 between 8 a.m. and 7 p.m.

Your chapter leader will notify your UFT district representative and the union's Victim Support Program (1-212-598-6853) of the incident. If you need or want help, the Victim Support Program will provide you with counseling, legal advice, help dealing with medical matters and violence-prevention training. You might also consider pressing charges against the assailant.

Your principal is required to investigate what happened to you and write a full report, which should include statements by all the witnesses who were present during the incident. You must sign the report to acknowledge that you have seen it, but you can attach a statement of your own if you don't believe it adequately states the facts. Finally, you or your chapter leader should make sure that your principal has notified the DOE's Office of Legal Services (1-212-374-6888) and the Director of School Safety (1-718-730-8800) within 24 hours.

*Also see Court Appearances, Injury in the line of Duty, School Safety, Victim Support Program.*

### **Attendance Procedures**

Teachers were once required to punch in and out with a time clock, but the UFT won the elimination of that vestige of factory-model teaching in the 1990s. Today, the principal must consult with the UFT chapter committee and many have jointly established procedures for keeping track of staff attendance and lateness.

*Also see Absences, Excessive Absences/Lateness*

### **Budget, see School Budget.**

### **Bulletin Boards**

If you are required to do classroom or hall bulletin boards, their format is up to you. In a right won recently, your principal cannot dictate how they look or discipline you for their format.

*Also see Micromanagement.*

### **Child Abuse**

If you have a reasonable suspicion that a student has been abused, maltreated or neglected, you are required by law to file a report with the State Central Register *personally* by calling 1-800-635-1522. Your job is to report the suspicion, not to investigate it. All reports made to the SCR should include the name, title and contact information for every staff person in the school who is believed to have direct knowledge of the allegations contained in the report. Afterward, you must immediately notify the principal or the principal's designee and provide the Caller I.D. number provided by the SCR. If your suspicion of abuse involves a special education student, you should inform the principal and Central Register of the child's handicapping condition.

If you suspect child abuse and fail to report it, you may be subject to disciplinary action by the DOE, as well as be civilly or even criminally liable for any injury to the child. At the same time, if you report and you are wrong, you will be protected from any adverse disciplinary or legal action.

As part of state certification requirements, you must take a two-hour course in child abuse recognition and reporting procedures. The UFT regularly offers this low-cost course, which is listed in the New York Teacher educational supplement that's mailed to your home in August, January and June. You can also find the listings online at [www.ufttc.org](http://www.ufttc.org) — click on Conferences.

## **Circular 6R**

(Professional Menu), see Compensatory Time Positions, Professional Activity Options, Professional Activity Procedures, School-Based Options.

### **Class Coverages**

When a teacher is absent, the principal should always attempt to cover that class, preferably with a substitute teacher. When a substitute is not available, the principal should first ask for volunteers and, if that doesn't work, can assign you to provide coverage. As a last resort, the principal can break up the class and spread its students among similar classes.

In elementary schools, the practice of breaking up classes is strongly discouraged; if this is a common occurrence in your school, you should notify your chapter leader and district representative immediately. Except in an emergency, your preparation period should not be lost to an involuntary class coverage. Principals should always seek volunteers before assigning someone involuntarily to cover a class.

If you teach in a secondary school, you can be assigned a class coverage on your preparation or professional period. Just as in the elementary schools, principals should seek volunteers before assigning someone involuntarily.

Regardless of whether you teach in an elementary or secondary school, all class coverages should be assigned on a rotating basis among those available. You don't get paid for your first class coverage per term, but you will be paid for each additional coverage —whether assigned voluntarily or involuntarily — at the contractual rate of pay.

### **Class Size**

Keeping class sizes within proper limits is not just a professional right to enable you to do your job better; it's also an educational benefit for students who can receive more individual attention. Contractual class-size limits vary with the school level, type of class and other factors. Within the first few days of each school year or term, check with your chapter leader to find out if your classes exceed the appropriate class-size maximums. If they exceed those limits, have him or her file a grievance for you. This should be done even if the principal says there is neither the space nor the budget allotment to create smaller and/or more classes.

In addition to contractual limits, the state Legislature and City Council have provided funding annually to reduce class sizes in grades 1, 2 and 3 to levels below the contractual limits. Report your early-grade class size to your chapter leader so the UFT can enforce those caps. The UFT is also working with parent and community groups to further lower class size by law.

Class size and staffing ratios for students with disabilities are determined by the student's Individualized Education Program (IEP) and state education law. Call your borough office if you believe your special education class is oversized.

### **Classroom Observations**

Supervisors are required to observe all teachers during classroom instruction periods and

to write a report with an “S” (satisfactory) or “U” (unsatisfactory) rating for each observation. The number of times you’ll be observed varies according to your situation:

- New (probationary) teachers are generally observed a minimum of two full periods a year, though they may be observed more often. Some administrators have increased the minimum to six.
- Tenured teachers in elementary and junior high/middle schools are generally observed a minimum of one full period per year. Some administrators have increased that to two.
- Tenured high school teachers are generally observed a minimum of two full periods per year by an assistant principal and one full period by the principal.

The principal should tell you in advance that he or she will be formally observing you on a particular day. Ask for both pre- and post-observation conferences, in writing if necessary. Use the pre-observation conference to clarify what your supervisor expects to see during the visit. He or she may ask you for a lesson plan. Following the observation, you should write down your recollections of the lesson, which will help you at the post-observation conference with your supervisor.

At the post-observation conference, your supervisor will discuss what he or she has seen and give you a written report of the observation. If you believe the report is inaccurate or unfair, you should speak to your chapter leader who can help you formulate a written response and advise you of the other options open to you. Your response must be attached to the original report and placed with the original in your file.

If the observation is rated “unsatisfactory,” you should speak to your chapter leader, who can explain the various contractual responses available to you. If there are concerns about your professional skills, you can seek assistance from your mentor; your school’s lead teacher (if one exists) or the literacy or math coach, the Peer Intervention Program or the Teacher Center. In any case, if the observation report is not used in any disciplinary proceeding for three years, you have the right to remove it permanently from your file. Principals have always had the right to make unannounced visits to your classroom, to ask to see your lesson plan, and to write up what they observe. If you think you are being singled out (e.g., observed more than other staff) you should keep a log of the visits and speak to your chapter leader.

*Also see Professional Conciliation, Ratings, Letter in File, Official School File.*

### **Cluster Teachers**

This term refers to teachers in elementary schools who are not assigned to the same group of students for the entire day; they usually teach classes in music, art, science, physical education or any other subjects that the chapter committee and the principal have agreed meet the needs of your school. Each position must be posted annually, with an application deadline. When there are two or more equally qualified applicants for the same position, the most senior applicant in the school is selected.

Cluster teachers teach a minimum of 20 periods per week. A teacher of library cannot be programmed for more than 20 periods per week. Cluster teachers, like all other elementary school teachers, must be programmed for a daily preparation period and a duty-free lunch period.

### **Coaches (Literacy and Math)**

Many schools have a professional development team that at a minimum includes a

literacy coach and a math coach. These coaches are colleagues, deemed to have classroom expertise, who are eager to share their knowledge. They show teachers how to construct standards-based lessons and assessments that will prepare students for standardized tests, help problem-solve instructional issues and do demonstration lessons.

Math and literacy coach positions are renewed annually. Coaches can reapply for the following year if they wish to continue. For more information, call your UFT borough office or the UFT Teacher Center.

### **Compensatory Time Positions**

Schools often have “compensatory time positions,” which are non-teaching assignments like lunchroom supervisor, dean, programmer or grade adviser. These assignments are done in lieu of teaching periods and, in effect, reduce the amount of time you spend teaching.

The principal and chapter committee collaboratively determine the compensatory time positions at your school. The chapter committee and the principal must meet and agree upon the qualifications for each position and then the UFT members at your school must ratify them through a school-based option vote.

After that, all the positions should be publicly posted in your school. Anyone wanting a specific position should apply by the deadline on the posting. Each position should include the length of the term (in years) that the position will exist. If two or more applicants are equally qualified, the most senior in the school should be given the position. However, priority will be given to the qualified applicant who has never previously held a compensatory time position.

While the principal may create one compensatory time position of lunchroom coordinator for each lunch period and (in secondary schools) one or two deans (depending on the school’s enrollment), it takes the agreement of the school chapter to create more than the allowed position(s). Speak to your chapter leader to determine which compensatory time positions require chapter approval.

### **Conciliation, see Professional Conciliation**

#### **Conferences**

Faculty and grade/department conferences are limited to one a month, unless there is an emergency. These meetings cannot exceed 40 minutes. For faculty conferences, principals must set the agenda for each meeting in consultation with the UFT chapter committee.

As the result of an arbitration won by the UFT, faculty conferences must be scheduled on Monday. In single-session schools, they must be held between 8 a.m. and 3:45 p.m.

School conferences held in September and June are always held during regular school hours.

#### **Consultation**

Your principal is required to meet with your UFT chapter committee once a month on matters of school policy — and the chapter committee sets the agenda. The principal also must consult with the chapter leader on the school budget and staffing, compensatory time positions and qualifications, the school safety plan, the menu of professional activities and the faculty conference agenda. In addition, if there is a systemic school concern you want addressed, speak to your chapter leader about raising it during a consultation meeting.

## **Corporal Punishment**

City laws and Chancellor's Regulation A-420 prohibit the use of physical force against students. While corporal punishment rarely occurs, some staff have been charged with that offense for having physical contact with a student, such as when breaking up a fight. In general, you should attempt to defuse a student altercation by using verbal, rather than physical, means. However, you may use physical force in self-defense or to protect a person or school property. If you are accused of corporal punishment, speak with your chapter leader immediately and ask for union help.

Supervisors are required to immediately report all allegations of corporal punishment to the DOE. In most instances, they will be instructed to investigate the allegation. We strongly recommend that you do not speak to the principal and/or any investigator without a union representative present, even if the allegation is false. If the allegation is sustained, you could be terminated or reassigned to another school or site. Starting in the 2007-08 school year, if allegations of corporal punishment are found to be unsubstantiated, all references to the allegations will be removed from your file.

*Also see Disciplinary Actions, False Accusations, Verbal Abuse.*

## **Counseling Memos**

On occasion, a principal may write you a memorandum to make you aware of a specific rule, regulation, policy, procedure or school practice. The memo cannot include any disciplinary action or threat of disciplinary action. It must be labeled "Counseling Memo" at the top and in bold letters. It cannot refer to any incident more than four months earlier than the date of the memo. It also must be given to you within one month of the latest incident it mentions. The counseling memo cannot be used in any evaluation of you (yearly rating or per-session rating) and must be removed from your file three years after the latest incident stated in the memo.

## **Court Appearances**

If you are summoned to court as a result of a legal action stemming from the performance of your duties, the DOE's Office of Legal Services (1-212-374-6888) will represent you. You should notify your chapter leader and district representative as soon as you are informed that you are to report to court. If you were assaulted in school and press charges, your days in court are treated as nonattendance days with pay. When notified, the UFT Victim Support Program (1-212-598-6853) will send a representative to accompany you to the court hearing.

*Also see Legal Assistance.*

## **Cumulative Absence Reserve (CAR)**

This is the formal name for your "sick bank." You are credited with one day of "sick leave" on the 16th of each month of the school year, or 10 days for a full school year of work. If you are regularly appointed, you can accumulate up to 200 days of sick leave during your career.

When you leave service with the DOE, you will be reimbursed for up to one-half of your unused days at the rate of 1/200th of your then-current yearly salary per reimbursed day. You will be paid in three equal installments, payable at two months, 14 months and 26 months following the date of resignation, retirement or termination. Speak to your payroll secretary about the forms you must file to receive this money.

If you have exhausted all the days in your CAR and are ill, you may request to borrow a

maximum of 20 additional sick days and your request will automatically be granted. If you fail to pay these back by the time you retire or resign, the DOE can deduct a sum of money from your termination pay to cover that cost. Ask your payroll secretary about the various ways you can pay back this time.

*Also see Excessive Absences/Lateness, Leaves of Absence, Sabbaticals.*

### **Damaged or Stolen Property**

If your personal property (including your car) is damaged, destroyed or stolen while you are on duty or on a school trip and you have not been negligent, the DOE will reimburse you for up to \$100 that is not covered by insurance.

### **Disciplinary Actions**

State education law (section 3020-a) provides for the disciplining or termination of a tenured teacher for specific charges, such as incompetence, insubordination, corporal punishment, sexual misconduct, etc. Despite many attempts to undercut it, state law also requires due process so that educators cannot be terminated or disciplined unfairly.

If your principal tells you that you are being brought up on any of those charges, inform your chapter leader immediately so the union can provide you with legal representation at the 3020a hearing. If the charges are sustained, the discipline may range from fines to suspensions to the loss of your job or even your teaching license.

In some cases, teachers awaiting such charges are removed from their schools and assigned to Temporary Reassignment Centers until their cases are adjudicated. In that case, you must be formally charged within six months or returned to your school. You are paid during this time unless you have been charged with sexual misconduct with a student or minor, or a felony involving firearms, drugs, or your job, or any crime involving physical abuse of a student or minor. If you are charged with any of these, the DOE can ask for a hearing to decide whether or not you can be suspended without pay.

*Also see Summons.*

### **Discontinuance, see Probationary Period.**

### **Discrimination**

The Department of Education and its employees are prohibited from discriminating against you on the basis of race, creed, color, national origin, marital status, gender, sexual orientation, age, handicapping condition or membership in, participation in or association with the activities of any employee organization. That means that the principal cannot discriminate against you, discipline you or retaliate against you for exercising your contractual rights, e.g., filing a grievance, being a union activist or participating in a union protest. If you believe that you are being discriminated against, you should immediately contact your chapter leader and district representative. Our contract, along with state and federal laws, provides protections for you that will fight such discrimination.

### **Disruptive Children (Behavior Problems)**

If a student in your class is very disruptive, you have the right to have that child removed for a single period, a single day or up to four days. The removal process is spelled out in Chancellor's Regulation A-443 (Student Disciplinary Procedures), a booklet that parents, children and staff are supposed to receive at the beginning of the school year. You also can find the rules online at the DOE Web site: <http://schools.nyc.gov> — click on View

All Tools and Resources, then on Chancellor's Regulations and on A-443.

Before beginning the process, you should first let the student know that he or she is in danger of being removed from the class and listen to his or her version. If you are still convinced of the necessity for the removal, talk to the principal and complete a "Student Removal Form." If the principal doesn't help, ask your chapter leader about filing a grievance under contract Article 9 and Appendix B.

Make sure you maintain an anecdotal log of the child's behavior for any hearings that occur. For your log you can use the student removal form, which asks you to specify the disruptive activities as well as the interventions that you have taken.

The procedure for removing disruptive students is also covered under a state law that was championed by the UFT. Among other provisions, the Safe Schools Against Violence in Education Act (SAVE) requires each school to have a removal procedure and an alternative site (i.e., SAVE room) where the child can receive instruction and other supports and interventions. You have the right to file an expedited appeal to the chancellor if you have followed the procedure and your principal refuses to remove a disruptive student from your class or returns the student sooner than what you agreed to.

See your chapter leader for the details of your school plan.

As a result of a U.S. Supreme Court decision, the procedures are different for children with disabilities who exhibit disruptive behavior. These issues should be addressed in the child's IEP. In some cases it may be appropriate to do a re-evaluation and/or a change in the student's placement. For children with disabilities who exhibit dangerous behavior, there are special procedures to follow; contact your district representative for assistance.

*Also see Safety.*

### **Empowerment Schools**

The schools chancellor has designated hundreds of schools as "empowerment" schools. The school's UFT chapter must be consulted before the principal applies for this designation. It frees the school from many bureaucratic rules and regulations and offers additional funding in return for strict accountability requirements, including meeting specific student performance targets.

Empowerment schools must honor all UFT-represented staff rights and protections under their contracts and under law. They are not exempt from any UFT/DOE contractual requirements, or any state or federal laws or regulations.

### **Environmental Safety and Health**

The DOE is required, under our contract and federal and state regulations, to provide a workplace free of recognized hazards, one that is safe, secure and well maintained.

The DOE is required to provide training to protect you against hazards that you are likely to encounter, including but not limited to dealing with blood that may carry disease, spilled cleaning products and damaged insulation that may contain asbestos. Those who work in science laboratories and vocational shops also must receive training on hazards specific to their facilities.

To ensure that the DOE adheres to our contract and the law, the union's Safety and Health Committee has experts in each borough to respond to your environmental health and safety complaints or concerns. (It's best to have the chapter leader contact them.) These concerns can include, but are not limited to, asbestos, lead paint, mold, rodents, indoor air quality, construction and renovation, communicable diseases and ergonomic

hazards like lifting and transferring students with limited mobility.

### **Evaluations, see Classroom Observations, Ratings.**

### **Excessing**

There are times when a school reduces the size of its faculty, such as when it experiences an unexpected drop in student enrollment, loses a budget line or pursuant to state or federal law, is being closed, redesigned or phased out. This is called "excessing." In effect, no later than the 15th day of a school term, the least senior teacher in the license area being downsized is declared in "excess." Under the so-called "open market" system, our contract provides excessed teachers with significant job protections. For example, if you are excessed, you have access to a current list of all vacant positions in the city (they are posted online) and can apply for any or all of them in your license area. Most important, except in the rare case of a citywide fiscal emergency, you can no longer be laid off.

If you do not get hired right away, or if you do not apply for any position, the DOE may send you for interviews within your district or region. If you are not hired, you will be assigned to the Absent Teacher Reserve (ATR) in your original school or district until an open position arises. There you will be available to substitute for absent teachers while continuing to receive your regular pay and benefits. Unless a layoff situation exists, the UFT and DOE agreed to stop any bumping less senior teachers from their positions.

Starting in the 2007-08 school year, the DOE may decide to offer a voluntary severance program. If it offers one, the amount must be negotiated and it must be offered to anyone excessed for a year or more. If an excessee accepts the buyout, he or she must either resign or retire.

*Also see Job Security, Redesigned Schools, Transfers.*

### **Excessive Absences/Lateness**

If you are tenured and you are excessively absent or late, the DOE has the right, with sufficient notice, to summon you to a hearing about your conduct. It is critical that you alert the union as soon as you are summoned so a union lawyer can assist you at the hearing and can review the documentation the DOE must provide you. The hearing officer cannot terminate you but can levy penalties against you.

If you are not tenured and you are excessively absent or late, you may receive a letter for your official file. You also may be subject to an unsatisfactory ("U") rating and/or discontinuance of your probation (in other words, termination). You should contact your chapter leader immediately so that you can be provided with the proper advice and representation.

### **Facilities, see Teacher Facilities.**

### **False Accusations**

UFT members have been falsely accused of sexual misconduct or physical abuse involving students. In another recently won right, if you are falsely accused of those or other crimes and it is determined that the allegations were knowingly false when they were made, the DOE will remove all references of the allegations from your personnel file, restore any lost pay with interest, and permanently reassign the student from your class.

*Also see Corporal Punishment, Verbal Abuse.*

## **Grades**

The UFT believes that you are the best judge of a student's achievement. Some supervisors have pressured teachers to pass undeserving students or, without the teacher's consent, have unilaterally changed student grades. If this happens to you, immediately tell your chapter leader. To preserve the integrity of the grades you give your students, our contract requires supervisors to notify you in writing of the reason they have changed one of your students' grades.

## **Grievances**

Grievances are the way union-represented staffers enforce their contract and protect their rights. You cannot be disciplined or discriminated against for exercising your rights. If you believe that a supervisor has violated your contractual rights and you and your chapter leader have been unable to resolve your complaint, you should file a grievance against the DOE. Your chapter leader and district representative will help you prepare the grievance, citing the violated contract clause, and represent you at the hearing. In certain instances, your chapter leader can file a grievance on your behalf (i.e., class size, mandated consultation, postings, program deadlines). If necessary, the union will consider taking the grievance to the final appeal, arbitration in front of an independent neutral, selected jointly and paid for equally by the DOE and the UFT.

## **Harassment by Supervisors (Special Complaint)**

It's sad to say, but UFT members sometimes report that supervisors have harassed them. This may take the form of sexual harassment, biased acts or remarks, public ridicule, etc. It may be due to anti-union animus, personal grudges or just power trips.

You do not have to — nor should you — tolerate such harassment. A special complaint process was negotiated in the 1990s to protect you from coercion and intimidation by your supervisors. If you believe that you are the victim of supervisory harassment, tell your chapter leader immediately.

The first thing you should do is keep an anecdotal log indicating the place, time, date and witnesses of every incident.

## **Health Benefits**

There are two parts to UFT members' health coverage. As an employee with a regular assignment in the Department of Education, you are entitled to a choice of several health plans offered by the City of New York. Your choice will provide you and your dependents with both medical and hospital care. Eligible dependents include: legally married spouse, domestic partner and unmarried children to age 19, or 23 if a full-time student. Details of the health plans are published in the New York Teacher each fall during the transfer period (when you can change your insurance provider) and are available at [www.uft.org](http://www.uft.org). — click on Member Services and then Publications and go to Health Benefits to read "Before You Choose, Know."

To supplement the health plan, our UFT Welfare Fund provides coverage to eligible members and their dependents for prescription drugs, dental, optical, hearing aid, disability (including maternity) and other supplementary benefits.

There are no waiting periods for eligible UFT members for both the city coverage and the Welfare Fund. Coverage begins with your initial day of employment; therefore it is important to enroll in both with your payroll secretary (for the city health plan) and the UFT Welfare Fund (enrollment forms are available online at [www.uftwf.org](http://www.uftwf.org)). Until you

receive your UFT Welfare Fund drug card, you should purchase the prescription drugs you and your dependents may need, and once their card arrives, submit the original receipts to the Fund for reimbursement.

For further information see the "Red Apple," at [www.uftwf.org](http://www.uftwf.org) — click on Red Apple (in service) on the left.

### **Homeroom**

Homerooms have faded from most high schools but are still popular in many junior high schools. These periods are generally used to establish the tone for the school day. During this time, teachers do administrative tasks, such as taking attendance, distributing notices for parents and making announcements.

If you are assigned a homeroom, you are relieved of selecting a professional menu activity to perform during your professional period. If you are not assigned a homeroom but are asked to cover a homeroom for an absent teacher, you will be paid at the contractual coverage rate of pay as soon as you have completed the equivalent of a full teaching period.

*Also see Professional Activity Options.*

### **Injury in the Line of Duty (ILOD)**

On-the-job injuries may occur due to accident or assault. Whatever the cause, you must notify your principal or his or her designee within 24 hours of the injury and complete the DOE's Occurrence Report. If possible, you should report the injury before you leave school on the day the injury occurs.

You are required to fill out a Comprehensive Injury Report and the superintendent is required to approve it within five school days of the occurrence. If the superintendent fails to approve the Injury Report, you should speak to your chapter leader about filing a grievance.

If you were assaulted, you also should complete a UFT Safety/ Incident Report and contact the UFT's Victim Support Program (1-212-598-6853). If your injury prohibits you from writing, your chapter leader or a colleague may assist you. If there were witnesses to the injury, they should write statements and attach them to the Comprehensive Injury Report.

Your chapter leader and district representative can explain your rights with respect to any absences that may result from the injury or assault. Your UFT borough office, as well as the union's Victim Support Program, can advise you about your right to sue, bring charges, request a medical leave of absence and all the other options available to you as a result of your injury. If you have received injury- in-the-line-of-duty status from the medical bureau, the DOE will reimburse you for up to \$750 in medical expenses related to the injury that were not paid by your insurance carrier. There is no limit on the reimbursement of medical expenses if you were assaulted.

*Also see Assaults, Medical Arbitration.*

### **Insubordination**

Failure to follow an administrator's directive could be considered an act of insubordination and could lead to disciplinary action against you. If an administrator gives you a directive that you know violates the contract, you must obey it and then file a grievance. Through the grievance process, the union will seek a remedy that will deter your supervisor from continuing the contractual violation. The only exception to the

“obey now and grieve later” rule is if obeying the directive would put your safety or the safety of others in real danger, or if it would violate the law. However, before disobeying any directive, be sure to speak to your chapter leader.

### **Jarema Credit, see Probationary Period.**

### **Job Security**

Although teachers are not “guaranteed a job for life,” as critics often say, it is true that, after completing a probationary period, teachers in New York State may generally not be fired except in two instances: The first is for serious cause, defined in state law, that must be substantiated by the DOE in a due process hearing before an independent arbitration panel. The second has been a “reduction in force” — layoffs because positions have been eliminated, usually due to funding cuts. In the past, recently hired New York City teachers often found themselves without jobs whenever student enrollment declined, even if only temporarily.

Step by step, the UFT has negotiated greater and greater protections into its contracts to provide qualified pedagogues with the reasonable expectation that their jobs will be secure. In 2005 the union negotiated a new excessing and transfer plan that effectively guaranteed every satisfactorily rated educator a position, despite school closings and funding swings. Except in the rare case of a citywide fiscal emergency (such as last occurred for teachers in 1975), teachers whose positions have been eliminated and have failed to secure another placement may remain in Absent Teacher Reserves in or near their old school at full pay until an appropriate position becomes available.

*Also see Excessing, Disciplinary Actions, Tenure.*

### **Jury Duty**

You are entitled to full pay for time spent on jury duty. Your time away from school is classified as a nonattendance day.

### **Layoffs, see Job Security.**

### **Lead Teachers**

The lead teacher position, negotiated citywide after a successful Bronx trial co-sponsored by the UFT and parent groups, creates a career ladder for teachers who wish to advance professionally without becoming administrators. It also provides a way that the system can improve struggling schools while offering additional pay to retain master teachers in our profession, with selection being based on what, not who a teacher knows.

Lead teachers teach for a portion of the school day and provide professional development for the rest. Lead teachers have an extended work year and work additional hours, and are paid more than a classroom teacher’s regular salary.

Lead teacher positions are advertised in a citywide posting. A regional committee determines the pool of candidates to be interviewed and selection is made at the school level. You may file a grievance if the regional committee does not forward your application to the school committee.

### **Leaves of Absence**

Any regularly appointed teacher may apply for a leave of absence. Leaves of absence with partial pay include military leaves and sabbatical leaves for study and for restoration of health.

There also are leaves of absence without pay available for those who meet the criteria. If

you require a leave of absence for the adjustment of personal affairs (a situation requiring your full-time attention), you can apply for a leave of up to two years. If your leave is denied, you can appeal to the Executive Director of the Division of Human Resources. The federal Family Medical Leave Act (FMLA) provides up to 12 weeks of paid and unpaid leave for maternity or care of a child under age 1, adoption, the start of foster care, caring for an ill family member or treating a serious personal health condition. You are eligible if you have worked for a total of at least 12 months as of the date the leave commences (the 12 months need not be consecutive) or for 1,250 hours (equivalent to one school year under DOE regs) over the previous 12 months. The leave can be intermittent or involve reducing your work schedule, such as if you need to go for medical treatments. (For further information, go to [www.uft.org](http://www.uft.org) — click on Member Services and Publications to read “Not For Women Only.”) There is a specialist in each UFT borough office who can answer your questions regarding this leave.

Medical circumstances could lead you to apply for a “leave of absence without pay for restoration of health.” The most common reason is what is informally known as maternity or child-care leave. However, it can also be used for treatment of and recuperation from a serious illness after you have used all the days in your CAR. If your application for a medical leave is denied, you can go to arbitration.

*Also see Cumulative Absence Reserve, Maternity Leave, Medical Arbitration, Sabbaticals.*

### **Legal Assistance**

If you face criminal or civil charges as a result of disciplinary actions taken against a pupil while you were doing your job, the DOE will provide you with legal representation. You should immediately contact your district representative or your UFT borough office for assistance in getting a DOE attorney.

To protect your right to representation, you must provide two agencies with copies of any legal papers with which you have been served (such as a criminal summons or a civil complaint). The first is the DOE’s Office of Legal Services (1-212-374-6888); the second is the city’s Corporation Counsel (100 Church St., New York, NY 10007; phone 1-212-788-0303). You must give each agency copies of the paperwork within 10 days of being served, although the UFT recommends doing this within five days.

There’s one additional step worth taking. At the same time that you contact the DOE and Corporation Counsel, ask your UFT borough office for an application for the New York State United Teachers (NYSUT) — our statewide affiliate — Legal Defense Fund. If you are fully exonerated of all charges, this fund will reimburse you for up to \$25,000 in legal fees.

### **Length of School Day**

If you are serving in a single-session school, your school day consists of six hours 20 minutes and a 37.5-minute extended time session Monday through Thursday following student dismissal. The day must start no earlier than 8 a.m. and end no later than 3:45 p.m. Friday’s schedule is six hours and 20 minutes. There is one faculty conference and one grade/department conference each month, for up to no more than 40 minutes within those same hours, except in September and June, when conferences must be held within regular school hours.

If you’re in a multi-session school, the school day is six hours and 50 minutes. District 75

schools also have a six-hour-and-50-minute school day unless the principal and chapter agree to the single-session-school schedule.

*Also see Tutoring Sessions.*

### **Length of School Year**

Teachers begin the school year on the Thursday preceding Labor Day. The two days before Labor Day (Thursday and Friday) must include time for classroom preparation. Those two days, as well as Election Day and Brooklyn-Queens Day (the first Thursday in June), are for professional development; students are not present. The school year ends on the weekday before the last two weekdays of June. In addition, there are three recesses — winter, mid-winter and spring recess as well as several holidays in the school year. Please consult the calendar as the school year can vary depending on when the holidays fall.

### **Lesson Plans**

For many years, supervisors collected lesson plans en masse and dictated a strict format, but that is no longer permitted under the teachers' contract as a result of contract changes in the 1990s. As the educator responsible for providing classroom instruction to your students, you are responsible for developing lesson plans and can determine their format, organization, notation and content. Your supervisor may suggest, but cannot require or insist upon, a particular format unless you have received, or are about to receive, a "U" rating. Your supervisor may enter your classroom and ask to see your lesson plan, at any time, but cannot collect them on a regular basis. If you need help perfecting your lesson plans, you should contact your mentor (if you have one); math or literacy coach or lead teacher (if your school has them); or the UFT Teacher Center (1-212-598-9500).

### **Letter In File**

Before any letter is placed in your file, you must be given an opportunity to read it and acknowledge its receipt by signing it. If the letter is negative, you should write a response, detailing why you disagree with its contents. You should speak with your chapter leader, who can help you write an appropriate response and advise you on any other possible course of action, including procedural matters that may be grievable. The response should be attached to the original letter in your file; your supervisor cannot respond to your response.

If the letter is not used as the basis for a disciplinary procedure for three years, under a new provision you can (and should) have it removed from your file. Talk to your chapter leader about how to do this.

*Also see Official School File.*

### **Lunch Periods**

You are entitled to a duty-free lunch period. This was a strike issue in the 1960s. Duty-free means just that. It's free of any and all duty assignments.

If you teach in an elementary school, you must have a daily 50-minute duty-free lunch period. In a secondary school, you must receive a full period for duty-free lunch each day. The only exception to these time frames is when you are conducting school activities outside of the school building, such as a class trip.

### **Material in File, see Letter in File.**

### **Maternity Leave**

It was not so long ago that women had to leave the classroom as soon as they "showed."

Today you can start your unpaid maternity leave at any time during your pregnancy, but it must end six weeks after the birth of your baby. If your recuperation requires more time and you have medical documentation, you can use your CAR (sick bank) or borrow up to 20 sick days if necessary. You also are entitled to a grace period, which pays you for all weekends and holidays for the calendar month following the exhaustion of the days in your sick bank. Your payroll secretary can tell you how many days remain in your sick bank and can give you the necessary forms to apply for your leave of absence. Call your borough office if you have questions.

If you are disabled as the result of pregnancy, and you have medical documentation, the UFT Welfare Fund will pay for up to eight additional months of medical benefits identical to what you had while working.

Either parent can apply for a child-care leave, which begins six weeks after the birth of your baby and can last for a period of up to four years from the following September. Again, your school secretary can give you the necessary forms to fill out.

For further information, see "Not for Women Only" at [www.uft.org](http://www.uft.org) — click on Member Services and then Publications. If you have questions, call your UFT borough office for assistance.

*Also see Leaves of Absence.*

### **Medical Arbitration**

Medical arbitration may be appropriate for you in one of several instances: 1. If you are regularly appointed and have been denied injury-in-the-line-of-duty status for more than 20 consecutive days. 2. If you have been denied either a sabbatical leave for restoration of health or an unpaid leave of absence for restoration of health. 3. If you believe you are fit for duty and the DOE says you are not. The medical arbitrator is an independent doctor, jointly selected by the union and the DOE, who will review your medical documentation to determine if the medical bureau's decision was correct. The medical arbitrator's decision is final and binding. You should speak to your UFT borough office if you want to pursue this course of action.

*Also see Injury in the Line of Duty, Leaves of Absence, Sabbaticals.*

### **Mentors**

If you are a first-year teacher who has not had prior teaching experience, you are entitled to one-to-one mentoring throughout your first year. The mentor assigned to you is an experienced colleague who has been trained extensively in ways to best support you (including doing demonstration lessons, co-teaching with you, offering suggestions about classroom management and helping you plan your lessons). Your discussions are confidential and your mentor does not report back to your principal.

### **Micromanagement**

Exercising your personal judgment in determining how best to teach your students is a basic professional right that the UFT has always had to fight for. The school system may set standards and guidelines for content and even recommend teaching techniques, but the day-to-day methods you use to individualize your instruction should be largely left to you. Still, some principals — particularly in the aftermath of NCLB — have attempted to micromanage the smallest details of your pedagogy. While they may make suggestions for improvement, the contract expressly forbids supervisors to discipline you for the appearance and format of your bulletin boards, the arrangement of your room, or the

length of segments of your lesson. If your evaluation is rated "U" for any of those reasons, see your chapter leader about filing a grievance or pursuing professional conciliation.

*Also see Professional Conciliation.*

### **Observations, see Classroom Observations.**

### **Official School File**

Every UFT member has an official file at school that contains the administration's observation reports, annual evaluation sheets, licensing and salary documents and other materials. There is only one official file maintained in your school; if a supervisor keeps private notes or reports about you in his or her possession they may not be used as official records against you. If you transfer to a new school, your file (but not any private notes) will follow you there.

No derogatory material can be placed in your file unless you have seen it and signed the original copy; your signature does not mean that you agree or disagree with its contents, only that you have seen them. You can, at any time, write a response to any derogatory material in your file and have it attached to the original copy. You always can examine and make a copy of your official file; we recommend that you ask your chapter leader or a colleague to go with you when you review the file.

If negative material has not been used in any disciplinary action against you (such as in a "U" rating, discontinuance of service or 3020-a termination procedure), it must be removed from your file three years from the date of the letter. See your chapter leader about how to do this. If you file a grievance, the grievance decision cannot be placed in your file.

### **Paperwork Reduction**

In this age where the buzz words are accountability and assessments, required paperwork is a growing concern. Yet redundant, excessive paperwork only shortchanges instruction. As a result, a newly negotiated provision requires the union and DOE to form a central committee to develop recommendations to the chancellor to reduce unnecessary, excessive or redundant paperwork that reduces the amount of instructional time to students. Issues that cannot be resolved at the school or district levels will be referred to the committee for recommendations to the chancellor to resolve the matter. If you believe the forms and paperwork are excessive, unnecessary, redundant, or plainly ridiculous, speak to your chapter leader, who can help you try to resolve the problem or bring your concerns to the central committee.

### **Peer Intervention Plus**

Starting in the 2007-08 school year, teachers in danger of being charged under section 3020-a of the State Education Law for incompetence may either volunteer or be recommended by their principal to participate in a newly designed "Peer Intervention Plus" program to improve their teaching skills.

Independent Consulting Teachers, provided by an independent third-party vendor agreed to by both the UFT and the DOE, will be assigned to work with "U"-rated teachers and to tailor a specific plan for each participating teacher, based upon his or her individual needs. While the teacher is participating in the program, charges under section 3020-a will not be filed.

If, after the intervention is complete, charges are filed against a participant in the

program, then the observation reports of the consulting teacher will be admissible in a 3020-a hearing. If a teacher is denied the right to participate, or the teacher refuses to participate in the program, that fact is also admissible in the 3020-a proceeding. As a result of this program, we should see the end of principals' ability to railroad teachers based upon personality conflicts or pettiness.

### **Peer Intervention Program (PIP)**

The Peer Intervention Program, negotiated in the 1980s and operated by the UFT, helps tenured teachers and guidance counselors who are experiencing difficulties in the classroom to strengthen their performance. Assistance by this specially trained staff is voluntary and confidential. If you are experiencing difficulties in your classroom (i.e., classroom management/behavior modification, lesson planning, questioning techniques, etc.) a peer intervenor will tailor assistance to your strengths and weaknesses and work with you in your classroom. If you believe that you can benefit from this program, phone 1-212-598-6585.

### **Per-Session Work**

Throughout the school year, teachers apply for "per-session" activities that are done either before school, after school, on weekends or holidays or during the summer. If you apply for and are accepted for such an activity, you are paid at the per-session rate listed in the contract. Selection for most per-session activities is based upon the individual criteria established in each posting, which appear on the DOE Web site. If the activity you desire is specifically listed in the contract, selection is based upon your meeting the posted qualifications and your seniority in the system.

Upon completing two consecutive years of satisfactory service in the same activity, you gain "retention rights," giving you priority for hiring in future years in the same activity. To exercise your retention rights, you must indicate on the per-session application form that you have such rights and you must be applying for the same activity in the time frame specified in the posting. You can exercise your retention rights to only one activity each school year, although you can apply for more than one per-session activity during that time.

As a matter of right, you can work up to 400 per-session hours in one year (July 1 through June 30). If you want to work more than 400 hours, you need to obtain a waiver in writing from the executive director of the Division of Human Resources.

There are certain high school extracurricular activities listed in the contract — athletic and non-athletic — that are paid based upon a maximum number of "sessions" allocated for each activity. A "session" is defined as two hours beyond the school day. Effective September 2007, the number of sessions for these activities will be increased by 12 sessions per school year.

You accrue sick leave in a per-session activity on the basis of one day per 20 days worked. If it is not used, the time may be transferred into your Cumulative Absence Reserve.

Like regular salary, per-session pay is now pensionable, as a result of a long legal battle the UFT won.

### **Preparation Periods, see Teacher Programs.**

### **Probationary Period**

If you are appointed under a new license, state law requires that you serve a three-year

probationary period. Each time you change your license and are reappointed, you must serve a new three-year probationary period. You may be able to reduce your probationary period in one of the following ways:

Jarema Credit. This is a way that appointed teachers who worked satisfactorily as regular substitutes in the same license and at the same school level can reduce the normal three-year probationary period by up to two years. To obtain one term of credit, you must have worked as a sub for a minimum of 80 days within a period of 90 consecutive school days in the same school. For a credit of one year, you must have worked at least 160 days in a one-year period. If you have any questions, call your UFT borough office for assistance.

You can find the application for Jarema Credit online at

<http://schools.nyc.gov/Offices/DHR/ToolsResources/DHRForms>.

htm or at your DOE Regional Operations Center (ROC). Return the completed form to the Division of Human Resources, Office of Regional Field Services, 65 Court Street, Room 811, Brooklyn, NY, 11201. Make sure to keep a copy of the application for your records, along with the "return receipt requested" notice.

Traveling Tenure. If you received tenure in one license area and elect to take an appointment in a new license area, or if you were tenured in another school district in New York State, you can apply to have your probationary period reduced to two years. This is commonly known as "traveling tenure." If this applies to you, call your UFT borough office for more information.

Once you complete probation, you are granted tenure. If the DOE intends to discontinue your service prior to your obtaining tenure, you must be given 60 calendar days' notice prior to the end of your probationary period. If you are discontinued, call your UFT borough office for assistance in preparing for an administrative hearing. You may not be dismissed without cause. An advocate will be assigned to assist you in fighting the termination.

*Also see Tenure.*

### **Professional Activity Options**

Most secondary school teachers and elementary teachers in eight-period schools are programmed for a professional period, for which they elect a professional activity. (You are required to select a professional activity and to work on it — but, you need not spend every minute of your professional period working on it.) You select your activity from a menu appropriate to your grade level that is specified in Article 7 of our contract. If you want to participate in an activity not listed on the menu, you can do so with the permission of your principal. Your principal is required to meet with your chapter leader to consult on the number of positions and qualifications for each menu item. If your principal fails to consult, the chapter leader should file an appeal to the chancellor and, if denied, to the city Office of Labor Relations.

If you are assigned homeroom or AM/PM bus duty, you are fulfilling the responsibilities of the professional period; your professional period becomes one for you to use like a preparation period.

### **Professional Activity Procedures**

If you have a professional period in your teaching program, your principal will give you a preference sheet listing the appropriate menu (this is the same preference sheet for choosing your program). You must prioritize three of the activities and the principal will

make the final decision. Selection will be based upon the established criteria for the requested activity and the availability of the item. If you are not given one of your three choices, you may select three other menu items.

If the principal assigns you to an administrative assignment (e.g., lunchroom, hall or yard duty), voluntarily or involuntarily, he or she cannot assign you to any administrative duty the following year unless you voluntarily agree to do it. Principals must make all involuntary administrative assignments on a rotational basis in inverse seniority order. Before the end of the current school year, your principal must notify you in writing as to which professional activity you've been assigned for the coming school year.

If you are new to the school system or in danger of receiving a "U" rating, the principal can assign you to either professional development or common planning as your professional activity, regardless of your preference.

### **Professional Conciliation**

If you have a difference of professional judgment with your supervisor, the contract provides you with a mechanism for resolving it that is similar to nonbinding mediation. Often an entire staff or department uses this procedure to settle differences about educational practices. Call your UFT borough office to request that an impartial third party be assigned to help you resolve conflicts over issues including curriculum, textbook selection, student testing, program offerings and scheduling, and pedagogical and instructional strategy, techniques and methodology.

### **Program Preference**

Each spring (or each term in some high schools), you may request an assignment for the following school year (or term) on a preference sheet that your principal will hand out. (This is the same preference sheet as for professional activities.) You should indicate the subject and grade level you desire in priority order. If you are a special education teacher, you should place in priority order the age range of special education classes you want, as well as the special education program designation you want to teach. Requests for special teaching positions (cluster positions) or compensatory time positions should be made in a separate application to your principal as they are posted and become available.

If you don't get your first choice for two consecutive years, you can file a reorganization grievance. Talk to your chapter leader.

*Also see Teacher Programs.*

### **Programs, see Teacher Programs.**

### **Ratings**

If you have worked for 20 days or more, you will receive a rating from your principal within the last 10 days of the school year, but not less than four days before the end of the school year. It will either be Satisfactory ("S"), Unsatisfactory ("U"), Doubtful ("D") or Not Applicable ("N/A"). If you are a probationer, the "U" rating could lead to discontinuance of your probationary period. Since there are ramifications to a "U" rating, you should immediately contact your borough office for assistance. Specialists there will help you file an appeal of your adverse rating and explain the various options available.

*Also see Classroom Observations.*

### **Redesigned Schools**

Very often the DOE decides to redesign a low-performing school to improve student

performance. When that happens, the DOE must follow strict guidelines in staffing the new school. A personnel committee must be established to interview prospective staff. In the first year of redesign, at least 50 percent of the former school's staff must be placed in the new school, provided they wish to serve there. They are the most senior members who are appropriately licensed and who meet the qualifications for the positions. Speak to your chapter leader, who can help you through this transitional period.

*Also see Excessing.*

### **Religious Observance**

If you are going to be absent due to religious observance, you should give your principal sufficient notice so that he or she can hire a substitute teacher for you. Your school secretary has the appropriate form for you to fill out. If your principal denies you the day, you should immediately speak to your chapter leader, who can help you file a grievance.

### **Rotation**

In order to assure fairness, our contract requires that classes, sessions and annex assignments be rotated among those who are qualified. This assures that if you are qualified, you will have an opportunity to get an assignment you want within a reasonable period of time.

### **Sabbaticals**

Sabbaticals are available if you want to study to enhance your teaching skills or if you are ill and need to restore your health. For study sabbaticals, coursework must be rigorous and applicable to your teaching assignment. If your Local Instructional Supervisor (LIS) does not approve your proposed course of study, you must be given the right to amend it. All sabbaticals for restoration of health must be approved by the medical director. If your application is denied, you may go to Medical Arbitration.

All teachers are eligible for one-year sabbaticals of either type after 14 years of regularly appointed service; after seven years of regularly appointed service, all teachers are eligible for a one- to six-month sabbatical leave for restoration of health. In junior high and high schools, you also can apply for a six-month study sabbatical for the spring semester only. Before retiring or leaving service, you are required to return to your post for one year after a six-month sabbatical and for two years after a one-year sabbatical. Other rules apply, as well. UFT borough offices hold sabbatical workshops in the fall and spring to guide prospective applicants.

*Also see Leaves of Absence, Medical Arbitration.*

### **Salary**

All teacher salary schedules can be found in the contract or on the UFT Web site ([www.uft.org/member/contracts/teachers\\_contract/appendixa/index.html](http://www.uft.org/member/contracts/teachers_contract/appendixa/index.html)). Check that you have been given credit for all the educational credits you've earned and all the experience you have. Note that you may be able to get salary credit for teaching experience elsewhere or other relevant experience. However, longevities apply only to service in NYC public schools. You may be able to increase your salary by taking courses through the UFT Teacher Center. Watch for the catalog in the New York Teacher, or call 1-212-475-3737.

If you have any questions regarding your salary step, differentials or longevity payments, you should ask your payroll secretary to assist you. If you believe you are being improperly paid, you should call a salary representative in your UFT borough office. If

necessary, a salary grievance will be filed on your behalf.

Teachers are paid twice a month, on the first and 16th, by check at your school or direct deposit. Starting in September 2007, all newly hired employees shall be paid through direct deposit. If when you start working there is a delay in placing you on the payroll, you can apply for an emergency check for each missed pay period to tide you over. You may also be able to collect interest on delayed paychecks or raises for which you have made proper application. Talk to your payroll secretary.

*Also see Summer Pay.*

### **SAVE (Safe Schools Against Violence in Education), see Disruptive Children.**

#### **School-Based Options (SBO)**

In order to provide a voice for school staff and flexibility in the contract, when staff, the school UFT chapter and the principal believe it will improve their school, they can agree to modify a specific clause of the contract regarding class size, rotation of assignments, rotation of coverage, teacher schedules, etc. However, there must be a vote of the chapter to permit the modification and 55 percent of those voting must be in favor. Votes are also required on all compensatory time positions and administrative assignments agreed to between the chapter committee and your principal (see Circular 6R). Your chapter leader can explain the procedures to be followed if your chapter wants to do such an SBO.

#### **School Budget**

Before the end of June and by the opening of school in September, your chapter committee should meet with your principal to discuss and have input into the school's budget. This contractual provision also requires the principal to share school budgetary information with the faculty. The union can help faculties understand their school budgets so that good decisions can be made on how best to allocate the money for the needs of your school.

#### **School Day see Length of School Day.**

#### **School Safety**

Safety is a basic prerequisite of quality education. To ensure a safe environment, principals — in consultation with the UFT chapter — are required to develop and annually update two documents: a safety plan (routine procedures for ensuring school safety) and a crisis response plan (emergency procedures for major school disasters). These plans should complement each other and, if necessary, be modified during the school year to meet the needs of your school.

Your chapter leader is required to sign off on the school safety plan. If modifications to the safety plan are made during the school year, the chapter leader must sign off on them, too. Your principal is required to hold a meeting of the school safety committee each month. Violations of the safety plan are grievable, and your chapter leader can file the grievance for you.

If you believe your school is not safe for students or staff, ask your chapter leader to contact the UFT's Safety and Health Committee. A trained expert can visit your school to assess security and help you develop a safety plan.

Your principal also is required to report all incidents involving staff to the Division of School Safety (1-718-730-8800) and the Office of Legal Services (1-212-374-6888). If a

crime has been committed, your principal must report it to the police. For more information regarding school safety, including tips you can use to ensure your personal safety in school, go online to [www. uft.org](http://www. uft.org) — click on Member Services and then Publications to read “Security in the Schools.”

*Also see Assaults.*

### **School Year, see Length of School Year.**

### **Shortage License Areas**

Each school year, the DOE determines the license areas where there is a citywide shortage of teachers. If your school has a vacancy in one of those license areas, and you possess that particular license and have at least three years of experience, you may volunteer to teach up to five additional periods per week in lieu of your preparation period for additional pay (which is also pensionable). If the DOE gives its written approval, you must be paid at the contractual rate of pay for a shortage area, which is found in Article 7-O of our contract. If you teach an additional class, you are exempt from selecting a professional activity on your professional period.

### **Special Education Referrals**

As a teacher, you are in the unique position to recognize when one of your students may need special education services. While you always should use discretion in referring students to be evaluated for special education services, you should not be pressured to not make needed referrals. The DOE cannot take any action against you if you exercise your professional responsibilities and identify students who have or are suspected of having disabilities.

### **Storm Day Procedures**

In the event of a major storm, the chancellor will determine whether to open, close or delay the opening of school. Normally, in these situations, the union will try to convince the chancellor to do what is safe. The school system is too often concerned with its custodial function, which is why it rarely closes schools.

You should listen to the radio and TV for the most up-to-date information. You also should call the UFT Hotline (1-212-777-0190) for the most accurate information on any affected union activities.

### **Summer Pay**

On the last day of school teachers receive five checks, or check stubs for direct deposit, dated the first and 16th of the summer months.

*Also see Salary.*

### **Summons**

If you are summoned for an interview for the record that may lead to disciplinary action, you are entitled to be accompanied to the hearing by a union representative (or a representative employed by the school system). An interview that is not held in accordance with these procedures cannot be made part of your personnel or school file, and any statements you make at such an interview cannot be used against you in any DOE proceeding.

Regardless of which office has summoned you to appear, you should not answer any questions without representation. If you are summoned to either the principal’s office or the district superintendent’s office, you should immediately ask your chapter leader and

UFT district representative for assistance. If you are summoned to the DOE's Office of Appeals and Review or the Office of Special Investigations, your UFT borough office will provide a representative to attend the hearing with you. If you are summoned by the Special Commissioner of Investigations, you should not answer any questions unless you are accompanied by an attorney, which your UFT borough office will help arrange for you. The allegations investigated there involve criminal activity, financial fraud and other serious matters.

*See also Disciplinary Actions.*

### **Supplies**

It is your principal's obligation to provide basic instructional supplies and books (including textbooks, paper, chalk, microscopes, manipulatives, etc.) so you can provide an effective educational program to your students. If the principal does not do so, the chapter committee should raise the issue with him or her at the monthly consultation meeting. At the same time, your chapter leader should notify your district representative to see if he or she can resolve the matter. If necessary, the union will forward the dispute to the chancellor for resolution.

*See also Teacher's Choice.*

### **Teacher Facilities**

You are entitled to have adequate supplies in the teacher washrooms in your school (toilet paper, paper towels, soap, etc.). Your school must also make available to all teachers a pay telephone for their personal use. If your school does not have continuous cafeteria service, you should have your chapter leader request in writing a beverage vending machine for your school.

### **Teacher Files, see Official School File.**

### **Teacher Programs**

**Elementary Schools.** Most schools are programmed for either seven or eight periods per day. In seven-period schools, you are scheduled for a daily duty-free lunch period and five preparation periods per week. In eight-period schools, in addition to the daily duty-free lunch period and preparation period, you receive one professional period per week.

Schools may use an SBO to change the number of periods in a day but principals cannot do so unilaterally. If you believe you have been given an incorrect assignment, speak to your chapter leader immediately about filing a grievance.

**JHS/IS/MS Schools.** You should receive your teaching program no later than five school days before the end of the school year. Your teaching program must consist of a maximum of 25 teaching periods, five preparation periods, five professional periods and five duty-free lunch periods per week. In Title I schools, senior staff members who qualify must be programmed for 22 teaching periods, eight preparation periods, five professional periods and five duty-free lunch periods. If you think you qualify for the additional preparation periods, you should check with your chapter leader. Your chapter leader also can help you file a grievance if your teaching program does not follow contractual guidelines (e.g., more than three teaching periods in a row, four working assignments in a row, etc.)

**High Schools.** You should receive your teaching program no later than the end of school on the next to last day of the term. Your teaching program must contain a maximum of 25 teaching periods, five preparation periods, five professional periods and five duty-free

lunch periods. However, if you have a reduced teaching program (e.g., a compensatory-time position), you receive one preparation period for every five periods you teach. Speak to your chapter leader to file a grievance if your teaching program does not follow contractual guidelines (e.g., more than three teaching periods in a row, four working assignments in a row, etc.).

*Also see Professional Activity Options, Professional Activity Procedures.*

### **Teacher's Choice**

As a result of UFT advocacy, the City Council created a program called Teacher's Choice, and allocates money each year so that teachers can buy a wide range of instructional materials and supplies for their classes (beyond the basic books and supplies that the school system is required to supply). Keep the receipts for any supplies you buy beginning in August. Your chapter leader can fill you in on the procedures you must follow to receive this money. You can also pool your money with other teachers to buy larger items to share.

*Also see Supplies.*

### **Tenure**

Tenure is a status that appointed pedagogues achieve after completing a probationary period with satisfactory service. In January 2007, Chancellor Joel Klein announced his intention to use student test scores as part of the decision to grant tenure. The UFT believes this is morally and contractually wrong and will fight such a policy.

Once you have tenure, you cannot be dismissed without being formally charged and having a hearing before an independent tribunal on those charges. This protects you from being fired for the personal or political objectives of a supervisor. The normal probationary period is three years, although this can be reduced by prior service or extended if the tenure grade is in doubt. To acquire tenure you also must meet all eligibility requirements.

*Also see Disciplinary Actions, Job Security, Probationary Period.*

### **Termination, see Probationary Period.**

### **Transfers**

If you wish to transfer to a different school, there are more opportunities available than ever before. Previously, because of the numerous restrictions, only about 300 to 400 people could get seniority transfers. Now virtually anyone can apply and be selected, provided the principal agrees. In the 2005-06 school year, more than 2,700 people transferred.

Principals must announce all their vacant positions by April 15 and revise listings throughout the spring and summer as openings occur. These vacancies are posted on the DOE Web site; the page is revised as positions are filled and new vacancies arise.

All qualified teachers, including those who have been placed in excess, can apply for specific positions at job fairs or send applications to the schools they are interested in.

You also can send applications and résumés to schools that have not advertised vacancies so that, in the event a vacancy arises, principals will be aware of your interest.

School-based committees made up of supervisors and teachers may interview candidates and make recommendations to the principal. However, the final decision is the principal's. All transfers made after Aug. 7 cannot be completed unless you are released by your current principal.

Hardship transfers are available for travel and for health reasons. All hardship transfers are discretionary, and the DOE makes the final determination. You should obtain as much documentation as possible to support your need for a hardship transfer. See your chapter leader for the specific requirements regarding each of these transfers.

*Also see Excessing.*

### **Transit Chek**

If you are a frequent rider of New York City transit, you can save up to \$200 or more in taxes by purchasing a Transportation Savings Card (TSA). You can select a deduction plan to suit your personal transportation needs, whether it be for occasional rides, frequent rides or express bus rides. You fund your TSA card with pre-tax dollars up to \$100 per month, through payroll deductions. As a result, you do not pay federal, state, city, Social Security and Medicare taxes on your transportation deductions.

Starting in the 2007-08 school year, your TSA card may be used to purchase tickets for mass transit on the LIRR, Long Island MTA buses, and MetroNorth. The administrative costs for this program will also be deducted from your paycheck.

If you need more information on this program, you should contact your UFT borough office. It can provide you with all the necessary information to help you to enroll in the program.

### **Tutoring Sessions**

Teachers are required to conduct tutoring, test preparation or small-group instruction for 37.5 minutes after dismissal at the end of the school day, Monday through Thursday. Schools may elect, with an SBO, to hold the sessions in the mornings before school starts. This is not a regular teaching period. Small-group instruction during this time must be used for review, remediation, homework assistance — generally something less than what might occur during a regular classroom period. General education groups cannot exceed 10 students, while special education groups cannot exceed five students. If you have any questions, or your group size exceeds the specified contractual limits, contact your chapter leader. A grievance should be immediately filed on your behalf.

### **Verbal Abuse**

State law and chancellor's regulations prohibit verbal abuse of students, which includes using language that causes fear or physical or mental distress; using language that denotes race, ethnicity, religion, gender, disability or sexual orientation which tends to cause fear or mental distress; threatening physical harm; or belittling or ridiculing students.

Verbal abuse is not considered corporal punishment. If you are accused of verbal abuse, you should immediately notify your chapter leader. Consult Chancellor's Regulation A-421 for additional information. Among other things, the regulation requires your principal to inform the staff about what constitutes verbal abuse. Starting in October 2007, if accusations of verbal abuse are found to be unsubstantiated, all references to the accusations will be removed from your file.

### **Victim Support Program**

If you should be the victim of a crime or are injured by a student or intruder, the UFT's Victim Support Program (1-212-598-6853) will help you on a confidential, one-to-one basis. The program offers advice, counseling and assistance with the police, the judicial system and the DOE's medical bureau. Services include counseling and, if the need arises, a representative to accompany you to the medical bureau or court.

If you are assaulted or injured by a student or an intruder, take these steps: First, get any necessary medical treatment. Inform the school administration. Consider filing a criminal complaint. Notify your UFT chapter leader and the Victim Support Program. And be sure to complete the paperwork required to protect your rights. Filing delays could cost you money. This paperwork is spelled out at [www.uft.org](http://www.uft.org) — click on Member Services, then Publications to read “Security in the Schools.”

*Also see Assaults.*

### **Whistle-blower Protection**

Under state law, you have immunity from civil liability and protection against retaliatory actions by your employer if you do any of the following: report a suspected act of violence; disclose information regarding a violation of the law that creates a substantial and specific danger to the public health or safety to someone in government (including law enforcement officials, legislators or City Council members); or disclose information regarding what you reasonably believe to be an improper governmental action (such as a violation of any federal, state or local law, rule or regulation).