

OCTOBER 2004

Office of Labor Relations

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Frequently Asked Questions

These FAQs are intended as legal advice for Principals and other supervisors and as such are protected from disclosure as attorney-client communication. The purpose of these FAQs is to ensure greater predictability that supervisors' actions will not be overturned. As a result, some of the advice contained herein may go beyond bare minimum contractual or legal requirements and does not necessarily constitute the administration's interpretation of a particular contractual or legal provision. Principals and other supervisors may utilize this advice in their discretion. Therefore, these FAQs do not constitute a policy or directive of the Chancellor or the Department of Education without limitation. The Office of Labor Relations reserves the right to change these FAQs at will.

For questions regarding these FAQs or for any labor relations inquiry, contact Dan McCray, Director of the Office of Labor Relations and Collective Bargaining at dmccray@nychoe.net

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USING THIS MANUAL

This collection of guidelines and questions is intended to assist principals and other supervisors in their role as instructional leaders. As the facts of a particular case will vary, supervisors are encouraged to email their Regional Counsel or Labor Relations as the need arises. As with all matters, Principals should keep their LIS apprised of significant labor relations or disciplinary matters.

Should you have any questions regarding any legal issue, your primary contact is your Regional Counsel listed below. Should you have any questions regarding this manual, you may contact Dan McCray, the Director of the Office of Labor Relations and Collective Bargaining at dmccray@nycboe.net. In addition, you may send general legal questions to: Asklegal@nycboe.net.

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LABOR FAQs – AT A GLANCE

The following is a summary of basic concepts that are described in more detail in this document:

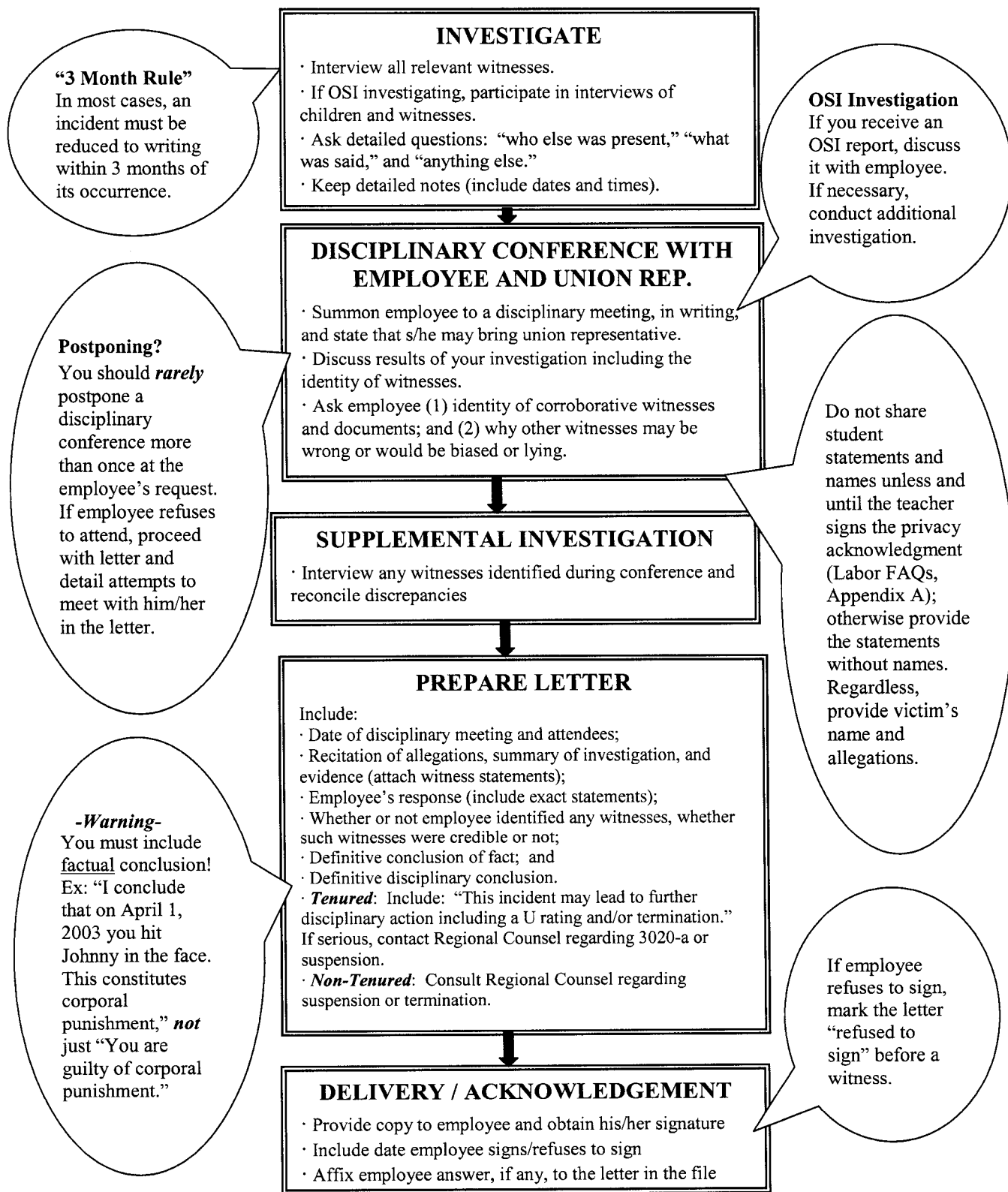
- **Hiring and Assignments:** You, as the head of the school, should be involved in all of the hiring decisions in your school to ensure that your school attracts and retains top talent. To this end, you are entitled to: (1) take an active role in personnel committees (e.g. SBO Staffing and Transfer Plan or New or Redesigned School personnel committees); (2) interview all personnel who will be working in your school; and (3) establish appropriate job criteria for assignments within the school.
- **The School Day and Hours of Work:** While there are some contractual parameters with respect to the school day it is within your discretion to: (1) set schedules for secretaries, social workers, school psychologists, and guidance counselors; and (2) conduct monthly faculty and grade conferences (which are in addition to the 18, 100-minute Professional Development Sessions in effect for the 2004-2005 school year).
- **Programming:** You should be aware that: (1) you may decline to honor a teacher's preference if you have a reasonable educational reason to reject it; (2) you may create the positions of lunchroom coordinator (for each lunchroom), 1-2 deans depending on the number of students enrolled (in middle and high schools), and programmer (in high schools), without the permission of the UFT Chapter; and (3) if a teacher is not assigned for a maximum teaching load, you may assign appropriate professional activities, which you can select and direct (unlike Circular 6R professional activity periods).
- **Professional Activity Periods:** While teachers choose which activity they wish to perform during their Circular 6R professional activity periods, you may: (1) take reasonable steps necessary to ensure that teachers are using these periods in an appropriate manner and are actually working; and (2) include performance during professional periods in the evaluation and rating of an employee.
- **Lateness:** If personnel are consistently late, you may institute payroll deductions pursuant to rules set forth in this document.
- **Progressive Discipline:** You have the authority to suspend without pay or terminate non-pedagogues (e.g. school aides, paraprofessionals, parent coordinators).

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Flow Charts

To be read in conjunction with the relevant section of these FAQs

DISCIPLINARY LETTERS FOR AN EMPLOYEE'S FILE



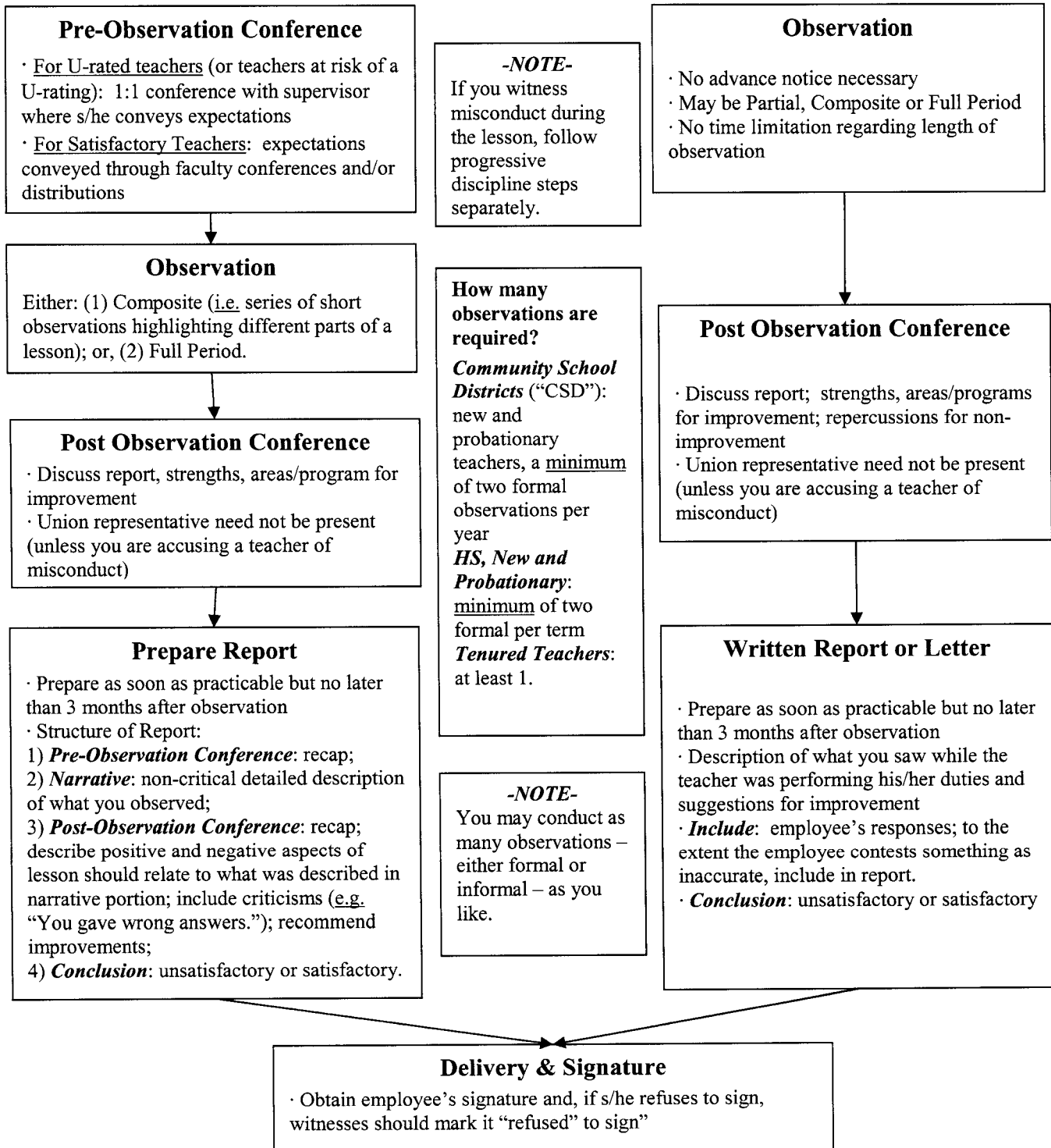
NOTE: This chart is a guide and is not contractual nor does it create any employee or union rights. If you have any questions contact your Regional Counsel or the Office of Labor Relations.

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PERFORMANCE OBSERVATIONS

Formal Observations
(planned in advance)

Informal Observations
(not planned in advance)



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ABSENCES AND LATENESS

DISCIPLINE PROCESS

Informal Meeting

- Discuss: (1) concerns about attendance (pattern of absences in that employee repeatedly takes time off before or after holidays, or excessive absences or lateness); (2) attendance policy; (3) potential disciplinary repercussions if behavior continues
- Union representative need not attend
- If appropriate, implement salary deductions for "Fractional Absences"
 (If behavior continues, go to next step)

Written Warning Letter In The File

- Follow disciplinary letter writing steps (see separate chart) and include: specific days absent and/or late, and length of time late
- Do not tolerate pattern of absences or excessive absences post warning or letter (e.g. despite warning/letter employee continues to take off around holidays), either prepare second letter or continue to next step.

Meeting

- Review attendance record
- Meet with employee, elicit response
 (Determine if discharge appropriate)

Suspension / Termination

- **Tenured:** Initiate 3020-a proceedings to suspend or terminate
- **Non-Tenured and Non-Pedagogues** (e.g. parent coordinator, school aide, paraprofessionals): suspend or terminate (see separate chart)

Always consult Regional Counsel prior to suspension or termination.

Attendance Policy

- Distribute policy at beginning of year
- Obtain signed employee acknowledgements that s/he received and read policy

What if an employee has excessive excused absences?
 Excused absences "which are so numerous as to limit the effectiveness of service" may still lead to discipline or a U-rating! Consult your Regional Counsel.

A teacher absent for 20 consecutive school days without notice, shall be deemed to have resigned unless s/he has reasonable cause!

SALARY DEDUCTIONS

Fractional Absence v. Lateness

A "Fractional Absence" is a lateness for which there may be either a salary or CAR balance deduction.

When can I treat a lateness as a Fractional Absence?

Classroom Teachers: A "Fractional Absence" is any absence for part of a school day (i.e. students are present). For example, school starts at 8:40 am and a teacher arrives at 8:43 am – 3 minute "fractional absence" and possible salary/CAR deduction (see below).

Non-Teaching Staff: If non-teaching school staff reports within 5 minutes after time for reporting to duty, or within 3 minutes after time set for return from lunch, then "late," subjecting the employee to discipline. If later than 5 or 3 minutes, then employee is "fractionally absent" and there may be a salary/CAR deduction (see below).

Salary/CAR Deductions

If approved for personal business or for illness → CAR deduction; if total fractional absence is 6 hours, deduct one day; if less than 6 hours but more than 3 hours 20 minutes, deduct one day; if CAR reserve empty, salary deduction

If approved as non-attendance → no salary deduction

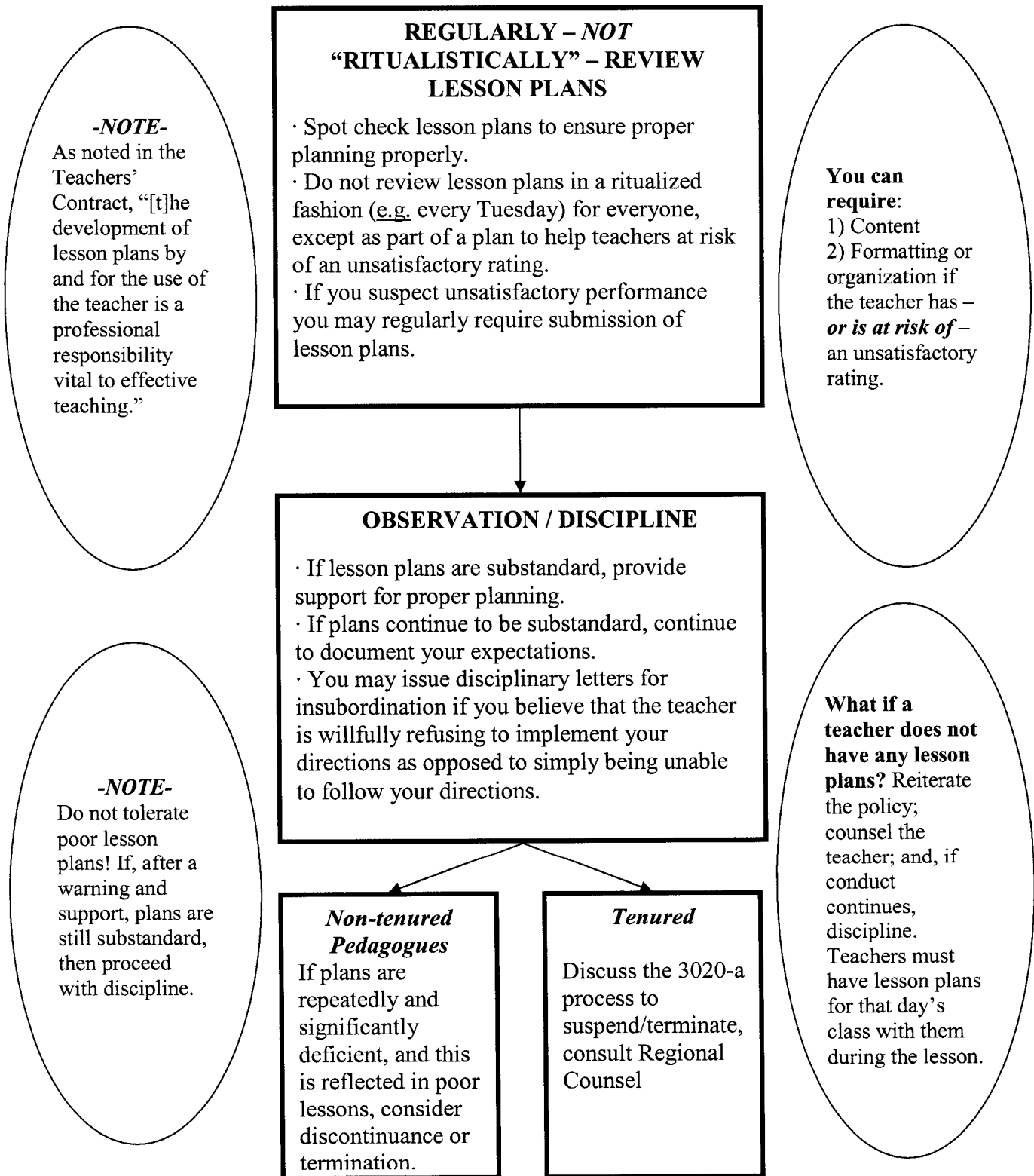
If **not** approved → salary deduction

-NOTE-

Salary/CAR deductions are **in addition to** discipline!

NOTE: This chart is a guide and is not contractual nor does it create any employee or union rights. If you have any questions contact your Regional Counsel or the Office of Labor Relations.

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REVIEW OF LESSON PLANS

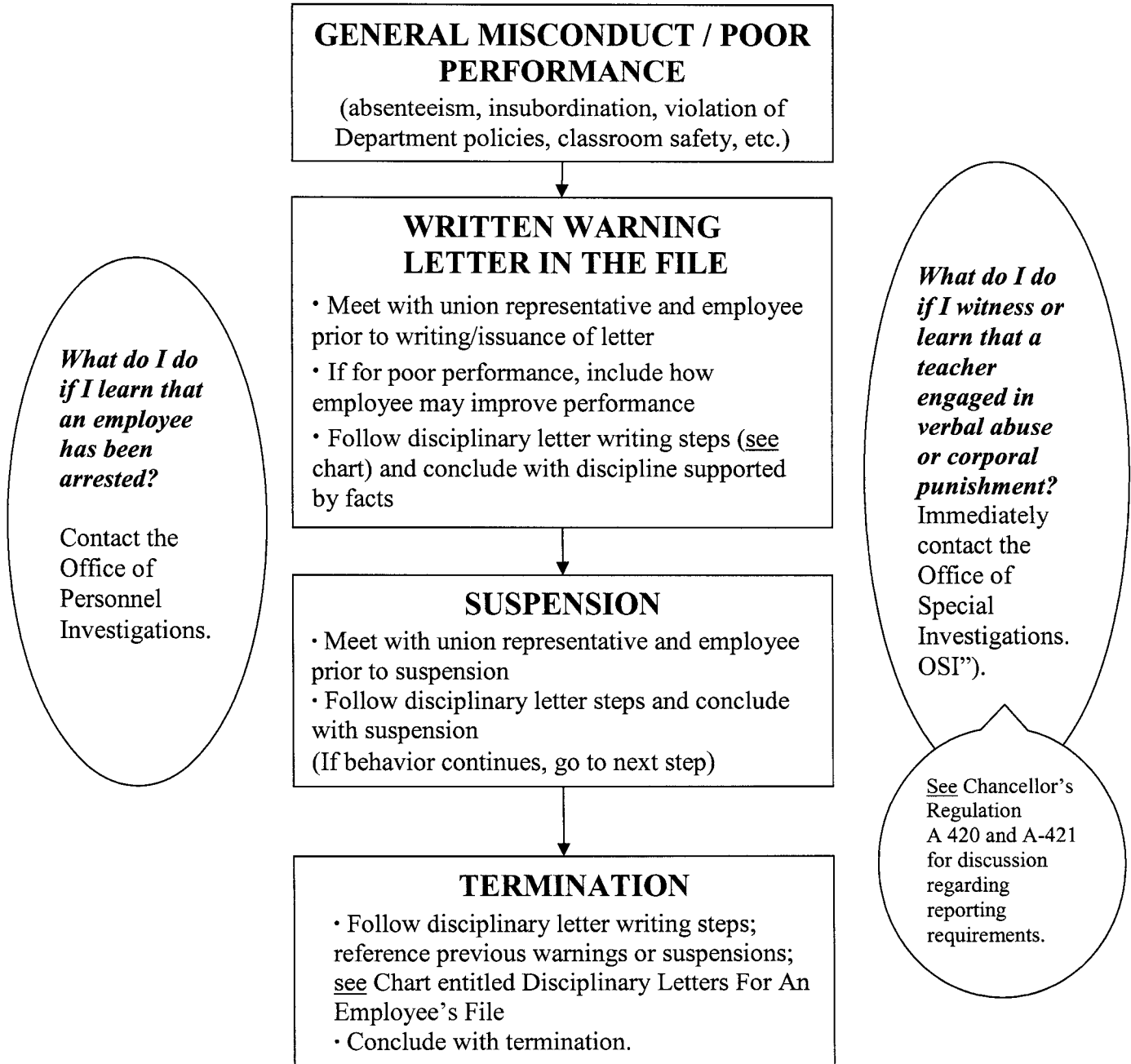


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SUGGESTED PROGRESSIVE DISCIPLINE STEPS NON-PEDAGOGICAL EMPLOYEES

These disciplinary steps are dependent on the severity of the problem and the number of occurrences. There may be certain types of behavior that are serious enough to justify immediate suspension and/or termination – without going through any discipline steps. To be read in conjunction with the Labor FAQs



NOTE: This chart is a guide and is not contractual nor does it create any employee or union rights. If you have any questions contact your Regional Counsel or the Office of Labor Relations

OCTOBER 2004
I. HIRING AND ASSIGNMENT

Q: What contractual limitations are there on hiring teachers at the beginning of a school year?

A: Generally, teachers are hired at the beginning of the year through one of the following methods:

- Transfers: UFT Seniority Transfer, SBO Staffing and Transfer Plan, or Other Transfer (i.e. Integration, Hardship).
- Principal Hires from the Outside: If there is no SBO Staffing and Transfer Plan and no transferees or excessed teachers, you may hire a qualified teacher, with the requisite credentials, through job fairs, placement centers, or other employment agency. Consult your Regional Personnel Manager (“RPM”) regarding the process for hiring from the outside.

Q: What is the UFT Seniority Transfer Plan?

A: The “UFT Seniority Transfer Plan” allows teachers to apply each spring for vacancies based strictly on seniority; generally, 50% of the vacancies in each school shall be available to transferees. (Source: Teachers’ Contract, Article 18).

Q: Can I interview transferees who wish to transfer into my school pursuant to a UFT Seniority Transfer Plan?

A: While you cannot reject a transferee (unless they received an Unsatisfactory rating in any of the previous three years) you may – and should – meet with anyone who is joining the staff in your school. You (or your assistant principal) may: (1) conduct an informational meeting with the new employee to review school policies and communicate expectations for school year; (2) review that person’s personnel file; (3) contact that person’s prior supervisor; and (4) review that person’s service history.

Q: What is the SBO Staffing and Transfer Plan?

A: The SBO Staffing and Transfer Plan is the SBO (approved by a 55% vote of staff) that provides that all hiring decisions for employees represented by the UFT are made by one personnel committee, a majority of which is appointed by the UFT Chapter. (Source: Teachers’ Contract, Article 18F). See generally Discussion below regarding school-based options, p. 25. SBO Staffing and Transfer Schools are not subject to UFT Seniority transfers (and usually do not receive excessed teachers).

The function of the SBO personnel committee is to: establish objective criteria based on instructional need; establish a process to determine qualified candidates; conduct interviews; and select faculty.

Q: Who sits on the SBO Staffing and Transfer Plan personnel committee?

A: The personnel committee is comprised of: school staff members (provided that they have satisfactory ratings); the UFT chapter leader; the head of the school; and parents. The majority of the committee is comprised of teachers selected by the UFT Chapter.

Q: When will an SBO Staffing and Transfer Plan personnel decision be reversed?

A: Generally, when the school fails to select the most senior teacher who meets the objective criteria established by the personnel committee.

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~ Note ~

The committee may not select the most qualified teacher if such teacher is junior to other qualified senior teachers (except in limited circumstances). To reject a senior teacher the committee must find him/her *not qualified*. The one exception is that “a less experienced applicant may be selected if the committee determines that the applicant possesses *extraordinary* qualifications.”

Q: What is the hiring process for New or Redesigned Schools?

A: Staff is selected by a personnel committee consisting of: 2 UFT appointments; 2 superintendent appointments; and the principal or project director of the new school. (Note: The principal and 2 superintendent appointments outnumber the UFT appointments.) In addition, “where appropriate,” a school planning committee representative and parent representative may also sit on the committee. However, should you choose to have one or both of these representatives on the committee, make sure that they support your mission for the new or redesigned school. (Source: Teachers’ Contract, Article 18G).

The key aspects for hiring in a New or Redesigned School are:

- Year One: All staff shall be selected by the personnel committee. If another school is impacted (*i.e.* closed or phased out) staff from that school may apply and at least 50% of the pedagogical positions shall be selected from among the “appropriately licensed most senior applicants from the impacted school staff,” who *meet the new school’s qualifications*. Any remaining vacancies are filled by the personnel committee by transferees, excesses, and/or new hires.
- Year Two: For schools *without* an SBO Staffing and Transfer Plan, 50% of vacancies are advertised and filled through the UFT Seniority Transfer Plan and 50% filled by the personnel committee. The personnel committee will select the “most experienced *qualified* applicant(s) of those candidates who apply. . . .” For schools that opt to have an SBO Staffing and Transfer Plan, all advertised vacancies are filled pursuant to the SBO Staffing and Transfer Plan.
- Year Three: The regular hiring rules apply unless the school opts for an SBO Staffing and Transfer Plan.

NOTE: The term “Redesigned” is not defined in the Teachers’ Contract. If you have any questions regarding whether your school is “redesigned” contact your Regional Counsel or the Office of Labor Relations.

Q: Who decides whether the person is qualified?

A: The personnel committee has wide discretion to determine if an individual applicant meets the unique qualifications for the school.

Q: Do I have to select 50% from the impacted school?

A: No; only if qualified.

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~ Note ~

For certain new or redesigned schools, the Department has agreed with the UFT to extend the rules for the First Year to continue in future years. Consult your Regional Counsel if you have a New or Redesigned School.

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II. HOURS OF WORK

Q: What are the official hours of the workday?

A: For the 2004-2005 school year only, and in addition to the monthly faculty and grade conferences, the workday is:

- Teachers in Single Session Schools: The workday shall be six (6) hours and thirty (30) minutes plus there will be two (2) one hundred (100) minute professional development sessions (“Professional Development Sessions”) per month other than in September and June, which will each have one Professional Development Session. The workday shall start no earlier than 8:00 a.m. and end no later than 4:40 p.m. on days when there are Professional Development Sessions. On other days the day may not start before 8:00 a.m. or end after 3:30 p.m. This schedule shall also apply to *paraprofessionals, guidance counselors, nurses* (represented by the UFT), and *therapists*. (Source: Teachers’ Contract, Article 6; Extended Time Agreement).
- Teachers in Multi-Session Schools: The workday shall be six (6) hours and forty (40) minutes unless there is an SBO for an alternative schedule. (Source: Teachers’ Contract, Article 6; Extended Time Agreement).
- Teachers in Extended Time Schools: The workday shall be seven (7) hours (inclusive of a duty-free lunch period). (Source: Teachers’ Contract, Article 12).
- Social Workers and School Psychologists: The workday shall be a continuous six (6) hours and forty (40) minutes exclusive of lunch, which shall not be less than 30 minutes or longer than the lunch period for the school in which the individual works. The workday shall be scheduled to start no earlier than 8:00 a.m. and end no later than 4:00 p.m. (Source: Social Workers and School Psychologists Contract (UFT), Article 6).
- Secretaries: A school secretary serving in a school shall have a seven (7) hour and twenty (20) minute workday, inclusive of a lunch period that shall be equal in length to the lunch period for teachers in that school. In addition, all school secretaries shall have a ten (10) minute break during the morning session and a ten (10) minute break during the afternoon session. (Source: School Secretaries Contract, Article 6).

Q: Can I set the schedules for secretaries working in my school?

A: Yes. You are responsible for setting the schedules for secretaries working in your school and should do so in a manner that maximizes effectiveness provided that the workday does not exceed 7 hours and 20 minutes and provides for a lunch period and two breaks as discussed above. These schedules do not have to mirror the students’ schedules.

Q: Can I set the schedules for social workers and school psychologists working in my school?

A: Yes. You are responsible for setting the schedules for social workers and school psychologists working in your school provided that the workday does not exceed 6 hours and 40 minutes exclusive of lunch. These schedules do not have to mirror the students’ schedules.

Q: Can I set the schedules for guidance counselors working in my school?

A: Yes. You can establish the school day so long as it starts no earlier than 8:00 a.m. and ends no later than 3:30 p.m., or 4:40 p.m. on days when there are Professional Development Sessions. These schedules *will* mirror the students’ schedule.

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Q: Can I set the schedules for teachers?

A: Yes. You can establish the school day so long as it starts no earlier than 8:00 a.m. and ends no later than 3:30 p.m., or 4:40 p.m. on days when there are Professional Development Sessions. Obviously, these schedules *will* mirror the students' schedule.

Q: Can I conduct faculty and grade conferences in addition to the Professional Development Sessions?

A: Yes. You should have one faculty conference per month and one grade conference per month. Each conference may be 40 minutes or longer, depending on your school's past practice (e.g. if it is the school's practice to have 50 minute monthly faculty meetings than you should continue this practice).

Q: Can I conduct faculty conferences and grade conferences after school?

A: Yes. While faculty conferences are typically conducted after school on Mondays, this day is not mandatory and you may conduct conferences on another day, however, give advance written notice to the staff regarding any date change.

Q: If a faculty or grade conference falls on 1 of the 18 days with Professional Development Sessions, may I cancel the conference?

A: No. You must reschedule the conference or hold the conference after the professional development session so long as the teachers do not leave after 4:40 p.m.

~ Best Practice ~

At faculty conferences, in addition to other business, you should:

- Distribute school policies (e.g. the attendance policy).
- Take attendance, have sign-in sheets, and obtain signed acknowledgements with respect to school policies (which will verify that employees received policies).
- Regularly remind staff about policies.

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III. ABSENCES, LATENESS AND RELIGIOUS ACCOMMODATIONS

Q: Are teachers required to be in the classroom at the start of the school day?

A: Yes. Classroom-based teachers are required to be *in their class* at the start of the school day – i.e. when the students arrive. The time that it takes the teacher to get to his/her class is not part of the 6 hour and 30 minute day.

Likewise, all other employees must be at their work assignments at the beginning of their workday.

Q: Can I deduct time or salary for absences and/or excessive lateness?

A: Yes.

Classroom-based Teachers: They are considered both “late” and “fractionally absent” if they do not report to class on time.

If the fractional absence is *approved* for personal business or for illness and is in the aggregate more than 30 minutes, then the teachers’ CAR balance is reduced. If the total fractional absences is 6 hours or more, then for each six hours one day is deducted from the CAR balance. If the total fractional absences is less than 6 hours but more than 3 hours 20 minutes, one day is deducted from CAR. If the balance in CAR is not sufficient to cover the fractional absences, then there is a salary deduction.

If the fractional absence is *approved* as non-attendance, there is no salary deduction.

If the fractional absence is *not approved* for illness or non-attendance, then the teacher’s salary will be docked. (Source: Chancellor’s Regulation C-601).

Non-Teaching Staff: They are considered to be late if they arrive up to 5 minutes after the start of the work day or up to 3 minutes after the time set for their return from lunch and fractionally absent if later than the 5/3 minute window. Their salary or CAR balance may be docked/reduced as described above. (Source: Chancellor’s Regulation C-601).

Q: Can an employee be rated unsatisfactory for excessive absenteeism even though many – or all – absences are excused (e.g. for medical reasons)?

A: Yes. Excused absences “which are so numerous as to limit the effectiveness of service” may lead to discipline and/or an unsatisfactory rating. Depending on the circumstances, you may want to inquire about the possibility of a medical leave of absence, which you should discuss with your Regional Counsel. (Chancellor’s Regulation C-601).

Q: If I suspect that an employee’s self-treated absence is fabricated, may I reprimand this employee?

A: Yes. If you determine, after an investigation, that an employee was not in fact sick, this absence is unauthorized and you may dock this employee’s salary and/or counsel or reprimand the employee. Please consult your Regional Counsel and/or the Office of Labor Relations prior to taking such action.

Q: What do I do if a teacher fails to show up for work?

A. After absences on 10 consecutive school days, notify the teacher, in writing and by certified mail, that s/he must contact the school immediately. If, after 20 consecutive school days, the teacher has not notified you, send

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the teacher a second letter stating that s/he shall be deemed to have resigned. (Source: Teachers' Contract, Article 5).

Q: What if I forgot to send the first letter (i.e. the letter after a 10 consecutive school-day absence) and the teacher has been absent for 20 consecutive school days?

A: That is okay. Simply send a final letter informing the employee that s/he has been deemed to have resigned.

~ Best Practice ~

Make sure that your letters to a teacher regarding an extended unexcused absence are sent via regular **and** certified, registered mail.

Q: How many personal and sick days do teachers get each year?

A: Ten (10) self-treated sick days of which 3 can be used for personal business and 2 for the care of a sick family member.

Q: When can I deny a request for a personal day?

A: If you (a) did not receive advance notice; or (b) the activity is something that can be conducted either after school or on the weekend.

Note: Teachers are allowed to use 3 of their 10 sick leave days for personal business; 2 of the 3 personal days may be used to care for a "family member." (Source: Teachers' Contract, Article 16).

Q: Can I require that a teacher provide a doctor's note for any or all the 10 self-treated sick days?

A: Normally no. However you may require a note if (1) there is a pattern of improper use of sick day days/absences (e.g. before/after a holiday or long weekend), in which case you should put the employee on notice that you will require a note for absences on days before or after holidays as a result of the pattern; or (2) the employee is absent for more than 3 consecutive days.

Q: How do I handle a request for an extended leave of absence based on either the birth/adoption of a child, the employee's own serious health condition, or because the employee needs to care for a child, spouse or parent with a serious health condition?

A: Contact the Division of Human Resources.

Pursuant to the Family Medical Leave Act ("FMLA"), the Department will grant eligible employees up to twelve (12) weeks of unpaid leave during a twelve (12) month period to spend time with a newborn, newly-adopted, or newly-placed child; to care for a child, spouse or parent with a serious medical condition; or due to the employee's own serious health condition. The 12 month period begins on the first day of the employee's first Family or Medical leave. To be eligible for FMLA leave, an employee must meet certain eligibility requirements, including having worked for the Department for at least one year, having completed at least 1,250 hours of work in the 12 month period immediately preceding the leave. This leave may be with or without pay depending on the type of leave and the number of days in the employee's CAR.

Note: The FMLA is a complicated statute and mandates that employers provide certain notifications according to a specific timetable. Moreover, there are special rules that apply to schools for instructional staff. Therefore, it

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is important that all inquiries made by employees regarding FMLA leave be immediately directed to the Division of Human Resources.

Note: The FMLA requires employers to display, in a conspicuous area, a poster notifying employees of their FMLA rights. Confirm that your school has such a poster. If not, contact the Division of Human Resources.

~ **Best Practices** ~

Immediately upon receipt of a request for FMLA leave send an email to both (a) your school's personnel manager; and (b) the Division of Human Resources.

Confirm that your school has an FMLA poster in a central locations (e.g. teacher lunchroom..

Q: What do I do if an employee asks for a day off or early release to observe a religious holiday or Sabbath?

A: Pursuant to Chancellor's Regulation C-606, you must consider the request based on the reasonableness of the request (e.g., how much time is the employee asking to take off for the particular religious observance), how much advance notice you received, and the needs of the school (i.e. the impact on the students if a teacher or many teachers take the day off or whether a substitute is available).

Q: Must I give the teacher the entire day off for religious observance or Sabbath observance?

A: No, depending on the requirements of the religion and the balancing of the factors set forth above. Other efforts to accommodate may include consideration of alternative work schedules, e.g., leaving early. Consult with your Regional Counsel or the Office of Labor Relations before denying a request for a religious observance day.

Q: Must the employee attempt to reach an alternate arrangement?

A: Yes. Chancellor's Regulation C-606 also places a duty on the employee to consider alternative arrangements.

Q: If I grant the day off, may a day be deducted from the employee's CAR?

A: There are two options: (1) an employee may take time off for religious observation and use 1 of his/her 3 **personal** days (see question above regarding personal and sick days), in which case the time will be charged against his/her accrued annual leave or overtime balance/compensatory time; or (2) an employee may use a non-attendance day for religious observance, in which case the employee is paid his/her salary less the cost of a per diem substitute.

Q: If I granted particular religious observance days in the past, must I do so in the future?

A: No. Each year's request should be considered anew and the decision should be made after consideration of the factors described above.

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Note: Contact your Regional Counsel prior to approving or denying a request for a religious accommodation.

~ Best Practice ~

Ask your employees at the beginning of the year to inform you in writing which days they know in advance they wish to take off for religious observance or other personal reasons.

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IV. MEDICAL EXAMINATIONS

Q: If I am concerned that an employee is not fit to be in the school, can I direct that employee to attend a medical examination?

A: Yes. You should contact your LIS (or, in CSD schools, the CS LIS) and ask that the LIS send the employee to the medical bureau.

While you, as the head of your school, can send an employee to the medical bureau – and you should keep the LIS and/or Regional Counsel in the loop on these communications – the preferred method is that your LIS make the request; thus, if the employee fails to attend his/her examination, s/he may be removed from the payroll system.

Q: What information should I provide to the Medical Bureau?

A: Supply as much information as possible – e.g. a description of the erratic behavior that triggered the request for review by the Medical Bureau.

Q: What happens if the medical bureau finds the employee fit?

A: S/he is returned to work but can be reassessed based on new information as many times as is warranted. Also, if the employee is fit for work, then the erratic behavior may be written up as a disciplinary matter. (See Discussion below regarding disciplinary letters, p. 26).

Q: What happens if the medical bureau finds the employee unfit?

A: The employee can be placed on a leave.

Note: The Medical Bureau does not impose discipline or commence termination proceedings; it only places employees on a leave of absence. Thus, if discipline is warranted you need to follow the appropriate steps.

Q: What if the employee does not show up for a medical examination?

A: The employee should be taken off payroll however you must consult your Regional Counsel and LIS. In order to remove an employee from payroll based on his/her failure to attend a medical examination the request to attend the examination must come from your LIS.

Q: What if a teacher returns from a medically excused leave of absence – i.e. the medical bureau determines s/he is fit to return – and nevertheless continues to be absent and/or late from work?

A: You should treat this absence as an unauthorized leave of absence, which can result in disciplinary action and a payroll deduction. See Discussion below regarding disciplinary letters, p.26; see chart entitled “Disciplinary Letters For An Employee’s File.”

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V. PROGRAMMING

1. Preferences.

Q: What are the standards for granting a teacher's program preference?

A: Teachers request classroom assignments within schools through program preference sheets submitted to principals each spring. You should honor a teacher's program preference provided that it is "advisable and feasible." (Source: Teachers' Contract, Article 7).

Q: Am I required to honor the teachers' program preferences?

A: No. You do not need to honor a teacher's preference if you have a reasonable educational reason to reject it.

Q: How many times can I decline to honor a program preference on the basis that it is not advisable or feasible?

A: Arbitration decisions have been vague regarding how many times you can reject a teacher's preference, only stating that it cannot be done repeatedly.

NOTE: Recent contractual changes have not altered the authority of principals to deny a teacher's preference for valid educational reasons but rather limit the ability of elementary school teachers to grieve their programs. They can only grieve if: "(1) in any year an elementary school teacher fails to be granted one of his/her stated program preferences; or (2) for two years in succession the elementary school teacher has been denied his/her first priority of program preference." If the teacher meets this requirement it means only that s/he can ***grieve*** the rejection; if you have a valid educational reason you can, and should, still reject the teacher's preference and you will have a good chance of prevailing if the issue is arbitrated. (Source: Teachers' Contract, Article 7C).

~ ***Best Practice*** ~

This is another reason why documenting poor – and good – performance of a teacher throughout the school year is critical. Having documentation regarding performance (both good and bad) will help you support a particular assignment.

Q: How soon after being denied a preferred assignment must a teacher lodge a grievance?

A: Within two (2) school days after rejection. (Source: Teachers' Contract, Article 22B5).

Q: If circumstances change in my school after the distribution of teachers' programs, can I modify programs?

A: Yes. All programs may be changed "if necessary because of changes in subject enrollments, staff changes, and programming exigencies." (Source: Teachers' Contract, Article 7).

Q: What if a teacher decides that s/he does not want the program that s/he chose?

A: You are not obligated to change the program. Nevertheless, you may want to try and accommodate the teacher's request to change programs. However, in such a case, that teacher's initial preference for that year had been honored for the purpose of future grievances, i.e. to prevent an elementary teacher from grieving the following year.

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Q: Can I reassign a teacher mid-year?

A: Yes. You have wide discretion, based on educational necessity, to assign people to whatever position you deem appropriate. However, when changing an assignment, it is a best practice to document the educational reason.

Q: Can a teacher be programmed for multiple periods in a row?

A: Yes; however in middle and high schools, “wherever administratively possible,” teachers should not be programmed for more than 3 consecutive teaching assignments in a row or more than 4 consecutive working assignments in a row, except for teachers of subjects normally programmed for double periods.

Q: What is an “IEP” Teacher?

A: An IEP Teacher is a special education teacher whose time is divided between teaching and preparing for and participating in the IEP team meetings of students *initially* referred to special education.

Q: How many periods does an IEP teacher have?

A: The minimum number of periods for this assignment (regardless of whether a former Education Evaluator is holding the assignment) has been established for your school. Contact your Regional Administrator of Special Education (“RASE”) if you have any questions. The IEP assignment consists of regularly scheduled periods for (1) preparing for and attending IEP meetings of children initially referred to special education and (2) covering the classes of special education teachers attending the IEP meetings of their own students on requested reevaluations and triennials. If the assignment in your school has fewer than 5 periods per week assigned for these tasks you should adjust it accordingly.

The remaining periods per week (not including the contractual preparation and professional periods, see below) should be assigned by you and at your discretion for: (1) instruction of students with disabilities (e.g. SETTS or part-time Collaborative Team Teaching or Special Education class); (2) individual and group instruction for identified special education or identified general education students at-risk of academic failure; (3) participating in Pupil Personnel Team/Instructional Support Committee meetings; (4) providing interventions recommended by the Pupil Personnel Team/Instructional Support Committee; and/or (5) administration of curriculum-based assessments for “at-risk” general education students.

Q: Who is entitled to the IEP Assignment?

A: If your school has a special education-licensed teacher who was an Education Evaluator during the 2003-2204 school year (or was on sabbatical during the 2003-2004 school year) and your school has received the special education allocation (see: <http://www.nycboe.net/Schools/Principals/SpecialEdEval/tschool.htm> for schools that received this allocation), then that teacher should have received the IEP assignment if s/he wanted the position for the 2003-2004 school year. There are two exceptions: (1) if bilingual skills are required and the former Education Evaluator/special education-licensed teacher is not bilingual; or (2) if the former Education Evaluator was a guidance counselor. Remember, the former Education Evaluator must have a special education license or state certification in special education.

Q: Are Education Evaluators (with special education licenses) always given preference with respect to the IEP assignment?

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A: No. While former Education Evaluators who exercise the preference (as discussed above) will continue to receive the assignment in future years so long as they continue to assert such preference, if, in any year, a former Education Evaluator declines the IEP assignment then s/he loses preferential treatment.

2. Cluster Teachers.

Q: What is a “cluster teacher”?

A: A cluster teacher refers to “teaching personnel in the elementary schools who are specially assigned to the teaching of classes in music, art, science, health education, other subjects or the fundamental skills and who are not assigned to a homeroom class.” (Source: Teachers’ Contract, Article 7C).

Q: How many teaching periods can I assign to a cluster teacher?

A: You can assign a cluster teacher the same schedule as other teachers with a minimum of:

- At least 20 forty-five minute teaching periods per week (but no more periods than the other teachers in the school); and
- 5 preparation periods per week.

Q: What if a cluster teacher is not programmed for a maximum teaching load?

A: As with all teachers who do not have a full teaching load, you may assign the remaining periods (other than lunch and preparation periods) for professional activities that you see fit and that you can direct. **Exception:** For certain unassigned periods, e.g. homeroom teachers, please contact your Regional Counsel or the Office of Labor Relations prior assignment of any free periods.

Q: Can I remove a teacher from a “cluster” position and assign this teacher to a classroom?

A: Yes. You have wide discretion, based on educational necessity, to assign people to whatever positions you deem appropriate. However, it is a best practice to document the educational reason for the change.

~ *Note* ~

In elementary schools with an eight period day, all teachers receive one professional activity period per week through Circular 6R (i.e. periods in which the work cannot be selected or direct by the principal).

3. Other Teaching Positions.

Q: What are the procedures for creating Other-Teaching Positions (OTP) (e.g. reading specialists) in elementary schools?

A: OTP positions are established in consultation with the UFT Chapter leader of the school. However, where the administration and the UFT cannot agree, the Principal determines which positions are created, the qualifications for the positions, and selects the most qualified teacher. (See 7C2 of the Teachers’ Contract).

Q: How many teaching periods a week can I assign to an OTP?

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A: OTP teachers can be programmed for as many periods as other teachers in the school, but must be programmed for at least twenty, 45 minute teaching periods per week.

Q: If an OTP teacher is not programmed for as many teaching periods as other teachers, can I direct the teacher to conduct professional development or other tasks for the remaining periods?

A: Yes. If a teacher is not programmed for a full teaching schedule the remaining time (other than lunch and preparation periods) can be used for professional activities that the Principal can select and direct. This is different from a "Circular 6R" professional activity period, which the Principal cannot select or direct.

4. Preparation Periods.

Q: May a teacher use a preparation period as s/he sees fit?

A: No. Preparation periods are to be used for "professional preparation time in such a manner as to enable [teachers] to further their professional work for the purpose of their greater classroom effectiveness." Preparation periods are to be used for "preparation for classes, preparation of teaching material, presentation of or attendance at demonstration lessons, participation in teacher training, and conferences with the principal, with other teachers, with guidance counselors or with parents." (Source: Teachers' Contract, Article 7). Generally, teachers decide which of these activities to perform.

Q: Can I ask a teacher to spend time with a coach, or other person providing support, during his/her preparation period?

A: Only as part of a program to assist an unsatisfactory teacher or teacher who is at risk of a unsatisfactory rating you can direct that a coach or other person visit a teacher during his/her preparation period for the purpose of preparing or improving upon lessons. However, you should have documented the previous failure of the teacher to appropriately plan and deliver satisfactory lessons. *Please contact the Office of Labor Relations before directing the use of a preparation period.*

First Year New Teachers: During the first year of employment of a teacher who has not previously worked as a teacher, two preparation periods per week shall be designated as "professional support periods" and shall be used in a manner directed by you. For example, you may direct that these periods be used for observation of classes conducted by experienced teachers; or for consultation with others familiar with instructional strategies for the classroom, planning, curriculum and behavior management.

Second Year Uncertified Teachers: For uncertified teachers who are being mentored during their second year of employment, two preparation periods per week shall be designated as professional support periods to be used exclusively for mentoring.

~ Best Practice ~

Should you be involved in the defense of a removal of a tenured teacher for incompetence (i.e. 3020-a proceeding), it will be useful to demonstrate that you offered various forms of support such as coaches during preparation periods. You may want to document these efforts in "logs of assistance."

Q: Can I ask a teacher to cover another class during his/her preparation period?

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A: Yes. You may ask a teacher to cover another class during his or her preparation or professional period in the case of an “emergency,” which includes the unavailability of a substitute teacher. To the extent possible, coverage assignments should be made on a rotational basis. (Source: Teachers’ Contract, Article 7N4).

Q: Will a teacher receive additional compensation for covering another class during his/her preparation or professional period?

A: A teacher may be asked to cover one (1) class *per term* during his/her preparation or professional period without receiving additional compensation. Thereafter, the teacher will receive compensation at the coverage rate (currently \$30.69 per period).

Note: If an elementary school teacher loses a preparation period due to administering a standardized test, the preparation period must be rescheduled within five (5) school days. (Source: Teachers’ Contract, Article 7).

Note: In an elementary school that has an eight period day, and therefore, one Circular 6R professional activity period per week, teachers are **NOT** compensated if such professional period is used for a coverage.

Q: Can a teacher provide additional service in a shortage area in lieu of preparation periods?

A: Yes. The Chancellor may authorize a school to permit teachers licensed in “shortage” license areas to teach up to 5 additional periods per week in lieu of preparation periods where DHR cannot fill a vacancy. Regularly appointed teachers with full teaching programs are eligible to work in these shortage areas. These shortage area positions will be filled in order of seniority. Teachers will be compensated for this additional service at the “special per session” rate specified in the Teachers Contract (currently \$39.61 per period). (Source: Teachers’ Contract, Article 7O).

NOTE: The decision to permit these additional services is within the Chancellor’s discretion and not subject to the grievance and arbitration procedure.

Q: If a teacher is in a non-teaching position, is that teacher entitled to preparation periods?

A: In high schools, teachers who do not have a full teaching load will receive preparation periods on a pro-rated basis (*i.e.* for every 5 teaching periods the teacher will receive 1 preparation period). If this is your practice in a junior high school, then you should continue the practice. If you are in a high school and it is your practice to not provide any preparation periods for teachers with less than a full teaching load, then continue that practice.

Q: Are IEP teachers entitled to preparation periods?

A: Yes. IEP teachers should have the same professional and preparation periods as other teachers.

5. Professional Activity Periods.

Q: What are “professional activity periods”?

A: Instead of traditional administrative assignments, teachers are required to choose a professional activity from a menu appropriate to the schools’ needs; this contractual requirement is often referred to as “Circular 6R.”

Q: How is the professional activity menu prepared?

A: The professional activity menu is agreed upon between you and the UFT Chapter Leader. However, if there is no agreement, you must use the menu contained in Circular 6R

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Q: Do I have any control regarding how a teacher utilizes the professional activity period?

A: Yes. You may not tell a teacher which choice to select, and in most cases you cannot direct how a teacher performs the activity (except when the teacher is tutoring children) however, you should take reasonable steps (e.g. spot-checking) to confirm that the teacher is actually working.

Note: As stated above, these restrictions only apply to Circular 6R professional periods. If a teacher does not have a full teaching load, you can select and direct other professional activities during the free periods. **Exception:** For certain unassigned periods, e.g. homeroom teachers, please contact your Regional Counsel or the Office of Labor Relations prior assignment of any free periods.

Note: Professional activity periods are *not* free periods, rather they are working assignments and should a teacher fail to adequately perform the work during these assignments that teacher may be disciplined and/or given an unsatisfactory rating.

Note: Homeroom assignments for intermediate and junior high schools are created through the regular SBO process and generally filled by volunteers. However, “if there is an insufficient number of volunteers to fill all homeroom assignments, the principal will assign teachers to fill the remaining positions on the basis of rotation and inverse school security.” (Source: Special Circular No. 6R, 1997-1998)

6. Compensatory Time Positions.

Q: What are compensatory time positions?

A: A compensatory time position is a full-time or part-time position in lieu of teaching (e.g. programmer, dean, lunchroom coordinator) that is neither a teaching position nor professional activity.

Q: What are some instructional positions that are often confused with compensatory time positions?

A: The following positions are considered instructional positions, and therefore, you can create them without having to follow any of the rules regarding compensatory time positions: (a) mediation specialist, (b) Coordinator of Student Activities (“COSA”), (c) non-English coordinator, (d) bilingual coordinator, (e) narcotics education coordinator, and (f) health coordinator.

Q: How are compensatory time positions created?

A: Compensatory time positions can be created by one of three ways:

- **Principal’s Discretion:** You have the discretion to create the following positions: 1 lunchroom coordinator position for each lunchroom (in all schools); 1 dean position for up to 1000 students and 2 deans for more than 1000 students (in middle and high schools); and 1 programmer position (in high schools). Note these positions are *in addition* to the compensatory time positions that you agree to create as explained below. (Source: Teachers’ Contract, Article 7A6, 7B8, 7C4).
- **Recreated:** You and the UFT chapter may agree to the re-creation of compensatory time positions without an SBO vote: deans, programmers, crisis intervention teachers, grade advisors and, in high schools, attendance coordinators. The chapter must agree to recreate these positions each year. (Source: Teachers’ Contract, Article 7A6, 7B8, 7C4).

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- **Special SBO Process:** You and the Union chapter may agree to modify the collective bargaining agreement, including the creation (recreation) of compensatory time positions pursuant to a Special SBO process, which requires agreement between you and the Union chapter leader and ratification by 55% of UFT members voting.

Q: How are compensatory time positions assigned?

A: These jobs are posted at your school and you may select the most senior qualified teacher who applies. However, a junior teacher who has not had a compensatory time assignment will have priority over a more senior teacher who has had such an assignment – other than with respect to the programmer position where this policy of rotation does not apply – provided that the job-related qualifications are met. (Source: Teachers' Contract, Article 7B3).

Q: How do I ensure that the most qualified teacher gets the job?

A: By ensuring that the job criteria reflects specific needs and calls for demonstrated “ability.”

~ Best Practice ~

You have a voice in drafting criteria for compensatory time positions. It is important that you include specific criteria pertinent to the position. For example, for lunchroom coordinator and dean, you might want to include “demonstrated ability in behavior management.”

7. **Posting/Qualifications.**

Q: Who establishes job qualifications for job postings?

A: You. Whenever you post for new jobs that you have the right to create – e.g. other teaching positions (defined below), certain compensatory time positions, per session positions – you have the final decision as to what the job qualifications are and you determine whether the person is qualified. Even though the contract may require “consultation” with the UFT chapter leader – which is not synonymous with “agreement” – you are the ultimate decision maker with respect to qualifications and selection.

Q: How can I guarantee that the most qualified person for the job is selected?

A: By being specific and clear in job descriptions and the requisite criteria. Whether you are preparing a job posting for a new assignment or participating on a personnel committee set forth specific qualifications that you believe are important for the job, rather than only basic experience and licensure qualifications.

For example, if a demonstrated ability to teach reading to at-risk children or to work with parents is important for a specific position, then this should be set forth in the job description.

VI. SCHOOL BASED OPTION (“SBO”)

1. **General.**

Q: What is an SBO?

A: An SBO is the process whereby you and the UFT chapter leader agree to propose to the UFT represented school staff deviations from certain requirements of the various UFT contracts, such as staffing, class size, rotation, etc. After you and the UFT chapter leader reach agreement on the SBO proposal the UFT chapter leader arranges for a vote. The proposal must be approved by fifty-five percent (55%) of the staff who vote and the SBO must specify which provisions of the contract will be altered. The proposal must be approved by the UFT district representative and president, the LIS, and the Chancellor. (Source: Teachers’ Contract, Article 8B).

2. **Types of SBOs.**

Q: What are the various types of SBOs?

A:

- SBO Staffing and Transfer Plan: SBO Staffing and Transfer Plan exempts the school from the UFT Seniority Transfer provision but cedes all hiring decisions to a personnel committee a majority of whose members are appointed by the UFT Chapter. (See Discussion above regarding SBO Staffing and Transfer Plan; source: Teachers’ Contract, Article 18B).
- Special SBO Process for Compensatory Time Positions: This SBO is used to create those compensatory time positions (i.e. non-instructional positions) that a principal cannot create unilaterally. (See Discussion above regarding compensatory time positions; source: Special Circular No. 6R, 1997-1998).
- Other Types: You may use an SBO to modify provisions of the Agreement regarding “class size, rotation of assignments/classes, teacher schedules and/or rotation of paid coverages.” (Source: Teachers’ Contract, Article 8).

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VII. DISCIPLINARY LETTERS, COUNSELING MEMORANDUM
AND NON-FILE LETTERS

1. Disciplinary Letters.

Q: How should I evaluate pedagogues?

A: The best way to document evaluations is through (1) letters for the employee's file; (2) formal observation reports (which are required); and (3) informal observation reports (which are encouraged).

Q: Can all types of employees grieve material in their personnel files?

A: Yes.

Pedagogues: These employees can grieve individual letters and other "material derogatory to a teacher's conduct, service, character or personality" in their files. Letters (or other material) will be removed if "unfair or inaccurate." (Source: Teachers' Contract, Article 21A)

Non-Pedagogues: School Aides, Paraprofessionals and Parent Coordinators: These employees may grieve a disciplinary letter, however, it is not subject to the "unfair or inaccurate" standard and thus, it is very difficult for these employees to succeed in the grievance process. These employees may only get a non-binding recommendation from an arbitrator, who cannot direct that the letter be removed from their file or rewritten.

Q: What are the rules for writing disciplinary letters?

A: In general, you should investigate and have a disciplinary conference with the employee prior to issuing a disciplinary letter for misconduct. In most cases, these steps can be followed with a modest investment of time and effort – a couple of hours over a few days – and failure to follow them could lead to the letter being removed at arbitration.

1. **Investigate.**

- Interview all relevant witnesses separately.
- If OSI is investigating, participate in the interviews of children and witnesses, whenever possible.
- Ask detailed questions: "who else was present," "what was said," and "anything else."
- Keep detailed notes (include dates and times).
- If practicable, have another supervisor participate.

2. **Schedule A Disciplinary Conference With Employee.**

- Summon employee to a disciplinary meeting, in writing, and state that s/he may bring a union representative (for cases not involving corporal punishment or verbal abuse you do not need to invite the employee in writing however it is a good practice to summon the employee in writing so that you may later demonstrate that the employee was given an opportunity to bring a union representative).
- Principals must provide 48 hours notice only in a case involving corporal punishment or verbal abuse (Source: Chancellor's Regulations A-420 and A-421). (A LIS or Regional Superintendent must give 48 hours notice in all cases where s/he summons an employee.)
- In all other cases provide whatever notice is practicable.

3. **Conduct Disciplinary Conference.**

- If practicable, have another supervisor participate.
- Present allegations.
- Ask employee what happened.

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- If the employee denies the misconduct, ask him/her to *(1) identify witnesses who would substantiate his/her story; and (2) why other witnesses may be wrong or would lie.*
- Do not share student witness statements and names unless and until the teacher signs the privacy acknowledgment; otherwise provide the statements without names. (See Sample Privacy Acknowledgement attached as Appendix A).

4. **Supplemental Investigation.**

- Interview any additional relevant witnesses identified by the employee and reconcile discrepancies.

5. **Prepare Letter.** Include:

- Date of disciplinary meeting and attendees;
- Recitation of allegations, summary of investigation, and evidence (attach witness statements);
- Employee's response (include exact statements);
- Whether employee identified any witnesses, whether such witnesses were credible or had relevant information;
- Whether employee provided any basis for doubting credibility of contrary witnesses;
- Definitive conclusion of fact (e.g. "I conclude that on April 1, 2003 you hit Johnny in the face."). Do not use phrases like "it appears that" or "witnesses state that you;" make a decision about what happened.
- ***Tenured Pedagogues***: Include disciplinary conclusion – e.g. "this incident may lead to further disciplinary action, including an unsatisfactory rating and charges that may lead to your termination." You must include this in all cases, regardless whether you believe charges may be brought.
- ***Non-Tenured Pedagogues and Non-Pedagogues***: If serious, consult Regional Counsel regarding suspension or termination.
- ***Note***: "3 Month Rule" – In most cases, the letter must be given to the employee within 3 months of its occurrence (not including summer). Letters based on incidents investigated by the Chancellor (e.g. Office of Special Investigations) must be memorialized in a letter within 6 months and letters based on investigations by an outside governmental agency (e.g. Special Commissioner of Investigation for the New York City School District) must be written within 12 months from the date of the incident. (Source: Teachers' Contract, Article 21C3).
- In the event the employee refuses to attend the meeting, your attempts to conduct the meeting should be detailed in the letter.

6. **Delivery / Acknowledgement.**

- Provide copy to employee and obtain his/her signature.
- The employee may prepare written response to the letter. If so, affix employee response to the letter in the file.
- If employee refuses to sign, mark the letter "refused to sign" and you and a witness should sign and date the letters.

NOTE: Sample disciplinary letters are attached as Appendix B; See Disciplinary Letters for an Employee's File flowchart at p. 3.

Q: Can I include reports or witness statements in a personnel file?

A: Yes provided that the reports and/or statements are attached to the supervisor's letter in which the supervisor comes to a definitive conclusion pursuant to the above guidelines.

Q: If I witnessed the incident do I still need to conduct an investigation and follow the other steps above?

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A: Yes. If the incident is corporal punishment or verbal abuse, you must interview any other relevant witnesses. For other incidents of misconduct, it is a good idea so that it is not simply your word against the employee.

In any case, you should follow steps 2-6 above even if you witnessed the incident.

Q: What do I do if the employee or union representative approaches the student witnesses and talks to them about the incident?

A: This is an independent act of misconduct and a potentially terminable offense.

At a minimum, the employee who has contacted the students should be disciplined (follow disciplinary letter steps and consider whether suspension/termination appropriate). If the employee is intimidating students, this employee should be removed/terminated. In either case, consult your Regional Counsel.

Q: Can an employee bring a lawyer to a disciplinary conference instead of his/her union representative or an employee?

A: No – if an employee insists on bringing a lawyer, do not proceed with the conference and document the reasons.

Q: If I observed the teacher's lesson and want to memorialize the observation, do I still have to follow the rules above?

A: If you did not witness any misconduct, then no; this is an informal observation and you should follow the rules set forth below. (See: Discussion below regarding observations, p.31).

Q: What if I fail to follow one, or several, of the steps regarding disciplinary letters and the teacher demands that the letter be removed from the file?

A: Do not remove the letter. Contact your Regional Counsel or the Office of Labor Relations.

NOTE: First, the rules set forth above are not all contractually required, but rather are based on the Department's assessment of what arbitrators will likely require. Second, just because you do not follow all the steps above, there are options short of removing the letter from the teacher's file. At a grievance hearing you and the teacher can agree to rewrite the letter or the arbitrator can rewrite the letter without either side's consent to make it "accurate and fair."

Q: What if an employee refuses to sign a letter?

A: First, as stated above, you and another witness sign and date the letter and mark "refuse to sign" on the employee's signature line. Second, you may write up the employee for insubordination. The Teachers Contract (as well as other collective bargaining agreements) requires that teachers acknowledge receipt by signing. (Source: Teachers' Contract, Article 21A1). Prior to writing such an insubordination letter, you should follow disciplinary letter writing steps 2-6, p. 26-27.

2. Disciplinary File Letters Based on Third Party Reports (e.g. OSI Reports).

Q: How should a report from the Office of Special Investigations ("OSI") or other third party investigative report affect how I write a letter?

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A: The investigative report is part of your evidence that you must discuss with the employee at the disciplinary conference and may rely on it in reaching a conclusion. You should contact the investigator to discuss any questions you have regarding the report. You should present the report and any other pertinent information you have to the employee at the disciplinary meeting.

Note: Regardless of existence of a report you should still follow the disciplinary letter writing steps above, p. 26-27.

Q: Should I participate in the OSI investigator's interview of witnesses?

A: Yes, unless the OSI investigator asks you not to for some reason. By being present during the interviews of witnesses, you will be able to state to the employee during the disciplinary meeting that the account of the witness statements is accurate and witnesses are credible.

Q: What if I disagree with the report's conclusion?

A: As supervisor, you are responsible for making any final decisions regarding discipline of any employee in your school. If necessary, you may conduct additional interviews. However, prior to reaching a conclusion contrary to the OSI report's conclusion, contact your Regional Counsel.

Q: What if I agree with the report's conclusion that the allegation should be substantiated but there is a flaw (e.g. an adult witness was not interviewed) in the investigation?

A: This is another reason why you should not simply rely on the report as definitive of an employee's guilt or innocence – if the investigation was flawed, then your conclusion could be as well.

In the event that you believe there is a significant flaw in the report, prior to conducting the disciplinary meeting you should talk to the investigator and your Regional Counsel and take whatever steps are necessary to complete the investigation, e.g., interview additional witnesses.

If the flaw is simply the way in which the report is written, you can correct the error when writing your disciplinary letter – e.g. "In the report the investigator refers to the witnesses as 'she'. However, as we discussed at the disciplinary meeting, the witnesses were boys and the investigator had informed me that this was just a typographical error. Notwithstanding this error, I agree with the report's conclusion that on April 1, 2003 you smacked Johnny in the face."

As with all labor relations matters, you may also contact your Regional Counsel or the Director of Office of Labor Relations to assist you in reconciling an error in the report.

3. Counseling Memorandum for File.

Q: What is a counseling memorandum?

A: A counseling memorandum is a non-disciplinary memo to an employee's personnel file wherein you make certain suggestions to the teacher. It cannot be grieved by the teacher. However, you may not use it in your rating or discipline of a teacher, except to prove that you gave notice to a teacher when the teacher denies notice. (Source: Teachers' Contract, Article 21B). As a result, these memos are of very limited value as a disciplinary tool.

Q: Are there any rules with respect to what language must be included in a counseling memorandum?

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A: Yes. In order to be a counseling memo you must include the following language:

- **“COUNSELING MEMO”** -- Must be written at the top of the memo in bold print, capital letters and underlined.
- **“A counseling memo is not disciplinary in any manner and cannot be used in any action against an employee except to prove notice if the employee denies notice.”** – must be in the conclusion of the memo and appear in bold print.

NOTE: If a teacher complains that a counseling memo does not have these two statements the remedy is simply to include them. Of course, to be a legitimate counseling memorandum, even if you include these two statements, you cannot elsewhere imply that the employee is subject to discipline.

Q: What utility does a counseling memorandum serve in disciplining an employee?

A: Little, because as stated above, you cannot use a counseling memorandum in the disciplinary process except to prove notice (e.g. notice regarding a school policy) when the teacher denies that s/he received notice.

Q: Can I include specific incidents in a counseling memorandum?

A: Yes. The contract states that the latest incident recounted in a counseling memo cannot be more than a month prior to the writing of the memo and the first and last incident in the memo cannot be more than four months apart.

However, remember that a counseling memo can only be used to prove that you notified the teacher of some rule or policy if the teacher denies that s/he was notified. If you are attempting to discipline a teacher, do not use a counseling memo but rather disciplinary letters. You may wish to use counseling memos as a benign first message to a teacher needing to correct a minor performance problem, but follow it up with a disciplinary letter if not corrected within a reasonable period. (Remember: An incident must be documented in a non-counseling disciplinary letter within 3 months of its occurrence.)

4. Non-File Unofficial Letters.

Q: Can I write a letter that is not for an employee's personnel file?

A: Yes, but they are of limited use.

One use is to warn or put a teacher on notice of school rules or policies or your expectations for the teacher. However the better course of action is to use a Counseling Memorandum (see above). The only way you can later put the non-file letter in a file is if you attach it to a later disciplinary letter for the file.

Another use for a non-file letter is to document an event and use the letter to later refresh your recollection regarding an incident when testifying at a teacher's rating appeal or disciplinary hearing. However, your own personal log would suffice for this purpose.

If you wish to document a particular incident of misconduct you should not use a “non-file” letter or Counseling Memorandum, but rather a disciplinary letter.

VIII. OBSERVATIONS AND LESSON PLANS

1. **Observations.**

Q: What are the elements of a formal observation?

A: A formal observation is one where the teacher and the supervisor have prepared in advance and have a pre- and post- observation conference.

The elements of a formal observation are:

1. **Pre-Observation**: A pre-observation conference is held during which the supervisor indicates the elements of the lesson s/he expects to see. For teachers who received an unsatisfactory rating, or who are at risk of receiving an unsatisfactory rating (in the opinion of the supervisor), the supervisor should conduct a one-on-one conference. For teachers who have satisfactory ratings, the supervisor's expectations may be conveyed through faculty conferences and/or memorandum distributions.
2. **Observation**: The observation may be either: (1) a "composite" (i.e. series of short observations highlighting different parts of a lesson); or (2) full period.
3. **Post-Observation**: There should be a post-observation meeting in which the supervisor discusses the observation with the teacher to discuss the positive and negative portions of the lesson; areas for improvement; and any resources or strategies the supervisor is directing the employee to utilize to improve. Keep notes of the employee's response.
4. **Prepare Report**: Prepare observation report as soon as practicable but no later than 3 months after the observation. The structure is:
 - Pre-observation conference recap;
 - Narrative portion (i.e. non-critical detailed description of what you observed);
 - Post-observation conference recap – including positive and negative aspects of lesson and recommendations regarding strategies for improvement and support and resources that will be provided.
Note: Your criticisms in post-observation recaps must relate to things you observed and documented in the narrative portion (e.g. do not criticize a teacher for giving the wrong answer unless you described this in your narrative).
 - Conclusion whether the lesson is unsatisfactory or satisfactory.
5. **Signature**: The signature of the employee indicating s/he received the report (remember, an observation report should be for the file, and, therefore, must be signed by the teacher or there must be an indication by you and a witness that the teacher refused to sign).

Q: What if I forget to ask the teacher to sign the observation report and 3 months have passed?

A: Ask the teacher to sign the observation report and, in the event s/he refuses, indicate "refused to sign." However, next to the date, state when the report was first given to the teacher. (The Department can argue that the teacher received the report prior to the expiration of the 3 month period however don't rely on this argument being successful – make every effort to have a timely signature or indication that the employee refused to sign.)

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Q: Are teachers allowed to bring their UFT representative to the post-observation conferences?

A: No. Teachers may bring their union representatives only to disciplinary meetings – e.g. meetings regarding violation of school policies, rules, or other misconduct.

Q: Must a formal observation be for an entire period?

A: No. At your discretion, a formal observation may be either: (1) a “composite” of observations (i.e. series of short observations highlighting different parts of a lesson); or (2) a full period observation.

Q: How many formal observations must be given each year?

A: Community School Districts (“CSD”): New and probationary teachers, a minimum of two formal observations per year.

High School: New and probationary teachers receive a minimum of two formal observations per term.

All Teachers: All teachers receive at least one formal observation per year.

NOTE: If you are planning to rate a teacher unsatisfactory or have problems with his or her performance, you should conduct more than the minimum formal observations.

Note: Tenured Pedagogues

Arbitrators will demand to see additional formal observations when bringing charges for incompetence against tenured teachers and other pedagogues, including at least one performed by the principal’s supervisor, such as a LIS or a member of the LIS’ or Regional Superintendent’s supervisory staff. Please contact your Regional Counsel for more information regarding disciplinary action against tenured pedagogues.

Q: Who conducts the formal observations?

A: At least one of the formal observations must be performed by you (the principal) each year.

Q: If an interim acting principal or assistant principal conducts a formal teacher observation, is an appointed principal obligated to sign the observation too?

A: No, however it does not hurt – particularly if it is likely that the interim acting assistant principal may not be in the same school in coming years.

Q: How many formal unsatisfactory observations per year are required to sustain an unsatisfactory rating?

A: There is no specific requirement. See Discussion below regarding rating, p. 36.

Q: Can a teacher request to perform a project in lieu of receiving a formal observation?

A: Yes.

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The evaluation of teachers is governed by “Teaching for the 21st Century.” According to this document, there are two options for evaluation – Component A: Annual Performance Option, or Component B: Formal Observation. A teacher’s eligibility to choose either option depends on the teacher’s performance and tenure with the Department.

Component A: Annual Performance Option: A satisfactory, tenured, teacher may choose, in conjunction with his/her supervisor, this component as the applicable performance evaluation mechanism. Pursuant to this process, a teacher will prepare a written statement of their annual performance option identifying goals and objectives for the school year, and, at the end of the year, the impact of these activities will be summarized and evaluated.

Component B: Formal Observation: Teachers who are new to the school, probationary teachers, tenured teachers who received an unsatisfactory rating the prior year, and tenured teachers in danger of receiving an unsatisfactory rating must have formal classroom observations by a principal or supervisor early in the term. See Discussion above regarding Formal Observations.

Q: If I am a new principal and the “status quo” regarding evaluations has been very lax and ineffective (e.g. teachers propose non-specific goals and objectives), how can I move to a more formal evaluation system?

A: To move from a lax observation system to a more rigorous observation system you should first assess the current system – e.g. ask teachers to demonstrate through portfolios and objective data that their current methods are best for instruction for the kids. If you are not satisfied, you may move to a formal observation system though you should consult with your Regional Counsel and the Office of Labor Relations to minimize/avoid any grievances. Remember, you may *always* do informal observations.

Q: May I conduct informal observations?

A: Yes. You may conduct as many informal observations as you like. An informal observation is simply a written description of what you saw while the teacher was performing his or her duties along with suggestions for improvement.

Q: What are the steps for an informal observation?

A: You should memorialize an informal observation in the form of a letter or report as soon as practicable but no later than 3 months after the observation. The steps for an informal observation are as follows:

1. **Observation**
 - No advance notice necessary.
 - May be either composite or full period.
 - No time limitation regarding length of observation.
2. **Post Observation Discussion**
 - Discuss report, strengths, areas/programs for improvement; repercussions for non-improvement.
 - Union representative need not be present (unless misconduct involved).
3. **Written Report or Letter**
 - Description of what you saw while the teacher was performing his/her duties and suggestions for improvement.
 - Include employee’s responses from post-observation discussion.

4. **Delivery and Signature**

- Obtain employee's signature and, if s/he refuses to sign, you and a witness should mark it "refused to sign."

Q: What do I do if a teacher's classroom is routinely mismanaged, chaotic and lacks adequate instruction but when I conduct a formal observation the lesson plan is done very well?

A: Conduct informal observations on a more frequent basis and include documentation in the employee's file. You may also want to prepare a disciplinary letter for the file if employee failed to implement suggested improvements.

2. **Lesson Plans.**

Q: Are teachers required to prepare lesson plans?

A: Yes. Teachers must write lesson plans. As noted in the Teachers' Contract, "[t]he development of lesson plans by and for the use of the teacher is a professional responsibility vital to effective teaching." (Source: Teachers' Contract, Article 8E).

Q: What authority do I have to ensure that teachers are planning properly?

A: You may:

- Review your teachers' lesson plans to ensure that they are planning through spot-checks of all teachers' lesson plans (though you should not regularly collect all teachers' lesson plans, e.g. every Tuesday).
- Regularly collect lesson plans of teachers who are at risk of an unsatisfactory rating.
- Require specific content of lesson plans if you believe that such content is necessary for effective planning. It is a good idea to tie this to an observation, i.e., better planning would improve the lesson.
- Dictate the formatting or organization (in addition to content) of a plan if the teacher received an unsatisfactory rating the previous period or is on notice that they are at risk of an unsatisfactory rating and you believe formatting and organization changes are important for proper planning.

Q: What if a teacher argues that I am dictating format, whereas I believe it is content?

A: Since you are likely focusing on only the unsatisfactory teachers – or those at risk of a u-rating – one strategy is to give the teacher notice that they are at risk of a u-rating and you can then dictate formatting as well as content.

Q: Can I collect/copy lesson plans?

A: Yes, as part of documentation for a u-rating you may copy lesson plans to show inadequate planning.

~ **Best Practice** ~

Explain in writing at the beginning of the year (possibly at a faculty conference) your expectations for the requirement that a teacher must have lesson plans and what constitutes an adequate lesson plan.

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Q: Can I request that teachers plan for an entire week in advance?

A: Yes. You may require that teachers plan in advance to ensure scaffolding from one plan to the next, although how much detail a plan has days in advance will depend upon the individual teacher – e.g., you will give more discretion to teachers who have exhibited proper planning and lesson delivery. You also should allow flexibility for plans to be altered during the week.

Remember, you will only be regularly collecting plans if the teacher has received an unsatisfactory rating, or is in danger of an unsatisfactory rating, and this is a part of an effort to improve the teacher's planning.

Q: Is a teacher required to have lesson plans with them during their class?

A: Yes. Teachers are required to have the lesson for a class with them when they are teaching that class.

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IX. RATING EMPLOYEES

1. Rating for Pedagogical and Non-Pedagogical Employees – General.

Q: Who am I responsible for evaluating?

A: You can evaluate any person working in your building including, but not limited to, all pedagogical staff, paraprofessionals, school aides, parent coordinators and custodians.

Q: Do all employees receive a formal rating sheet?

A: No. Only pedagogical employees and paraprofessionals receive formal rating sheets. This includes teachers, social workers, guidance counselors, psychologists, school secretaries and assistant principals.

Note: With respect to parent-coordinators, you must follow the concept of progressive discipline. Please consult the general guide at:

<http://www.nycenet.edu/offices/dhr/forms2/PARENTCOORDINATORhandbookdecember4revised.pdf>.

Q: How do I rate non-pedagogical employees?

A: There is no formal rating sheet for non-pedagogues (except custodians, see next question). You should evaluate such employees through file letters, which is discussed above.

Q: How do I rate custodians?

A: You rate a custodian twice per year in consultation with your plant manager.

2. Rating Teachers Unsatisfactory.

Q: What are the requirements for rating a teacher unsatisfactory?

A: The pedagogical rating sheet contains the factors of a rating, (e.g. personal and professional qualities, pupil guidance and instruction, classroom or shop management and participation in community activities). The teacher should receive this rating sheet along with the supporting documentation between 10 and 4 school days prior to the end of the school year, or whenever a teacher who has taught for 20 school days leaves your school.

Q: Can I change a rating from satisfactory to unsatisfactory if the teacher engages in misconduct after I rate him/her?

A: Yes. If you rate a teacher satisfactory and they subsequently commit some act of misconduct during the remainder of the rating period, you can, and where the misconduct is serious should, change the rating to unsatisfactory.

Q: Am I required to have a certain amount of documentation to sustain an unsatisfactory rating?

A: No. There is no particular amount of documentation required to sustain an unsatisfactory rating. For example, one particularly awful lesson could be sufficient to justify an unsatisfactory rating for the entire year. The same is true of one disciplinary letter, depending on the level of misconduct. Incidents involving danger to children can always support an unsatisfactory rating or termination.

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While you are required to conduct a certain number of observations each year, even if you do not conduct the requisite number of observations you may still rate an employee unsatisfactory.

Q: Can a teacher appeal an unsatisfactory rating?

A: Yes but only internally and not to a neutral arbitrator. The appeal of an unsatisfactory rating is heard at the Department's Office of Appeals and Review ("OAR"), which will issue an *advisory* recommendation regarding whether it should be sustained. The appeal hearing will include a presentation of file documents as well as testimony by the rating officer and/or others. The administration will have the ability to demonstrate that the file documents were representative of the teacher's entire performance through logs of professional assistance and other testimony by the administration (e.g. supervisors may testify as to facts underlying a letter or observation report that was removed from the files).

The Chancellor has the final say as to whether to reverse an unsatisfactory rating.

Q: What are the consequences of a teacher receiving an unsatisfactory rating?

A: An unsatisfactory rating has several potential adverse consequences including ineligibility for salary step increase (i.e. person cannot move up a salary step); inability to renew a temporary license; extinguishing the retention rights for regular substitutes; ineligibility for per session assignments that require satisfactory ratings in the postings; and the basis to proceed with termination.

Q: What are NOT consequences of receiving an unsatisfactory rating?

A: An unsatisfactory rating – or even three consecutive unsatisfactory ratings – will NOT result in the denial of tenure nor will it result in immediate dismissal of an employee.

- Termination of Probationary Pedagogical Employee: The CSD LIS in CSD schools must accompany an unsatisfactory rating with a discontinuance or denial of completion of probation letter.
- Tenured Employees: Charges are filed and section 3020-a hearings are commenced.
- Other Employees: Other employees must receive progressive discipline and proper notification with rating sheet. See Discussion below regarding termination, p. 40. **Note**: You cannot simply terminate parent-coordinators for poor ratings; you must follow the concept of progressive discipline.

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X. DISCIPLINE

1. Terminating Tenured Pedagogues.

Note, in all situations that could potentially result in physical harm to children you have the absolute discretion to immediately reassign a teacher or any employee for a reasonable period of time to duties not involving care and custody of children while you investigate.

Q: Can I terminate a tenured pedagogue?

A: You can commence termination proceedings pursuant to Section 3020-a of the Education Law. Tenured teachers and other tenured pedagogues must be formally charged and prosecuted under Section 3020-a of the Education Law before they can receive a suspension without pay or termination. The first step is to engage in a Technical Assistance Conference (“TAC”) with the Administrative Trials Unit. Attached as Appendix C is a sample TAC form.

If you believe that a tenured pedagogue should be terminated, you should contact your Regional Counsel to arrange for a TAC.

Note: For tenured teachers, consult with your Regional Counsel to commence 3020-a proceedings.

Note: For non-tenured teachers, follow the disciplinary letter writing steps set forth above.

Q: May I terminate a tenured teacher for job abandonment?

A. Yes. According to Article 5F of the Teachers Contract, a teacher who is “absent for 20 consecutive school days without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify.” (See Discussion above regarding absences, p. 13.)

2. Terminating Probationary Pedagogues.

Q: How do I know whether a pedagogue is serving probation and when their probationary period is completed?

A: Teachers and other non-supervisory pedagogues serve a three year probationary term following their appointment date. This period is reduced by up to two years for regular service as a substitute prior to their appointment. The personnel office of your Regional Operations Center (“ROC”) should submit to each principal a list of all probationary pedagogues and their probationary completion date.

Q: What if a probationary pedagogue works past his or her completion date?

A: Usually, that person becomes tenured automatically. Therefore, if you discover that a probationer who should have been terminated is about to work past his or her probationary completion date, you should remove him or her from the assignment prior to the probationary completion date and contact your Regional Counsel and the Office of Labor Relations.

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~ *Best Practice* ~

Beware of who is receiving tenure!! Principals should ask their Payroll Secretary to keep current data and, when in doubt regarding someone's tenure-eligibility, double-check the service history with your ROC.

Q: How can I extend a pedagogue's probationary period?

A: Only with his/her *written* consent. However, until he or she has agreed, *in writing*, to extend probation, you should proceed with the necessary steps to discontinue or deny completion of probationary service. Contact your Regional Attorney for a stipulation.

~ *Best Practice* ~

Classic Case: In June, employee verbally agrees to extend probation but does not sign a stipulation. The employee returns September 1st as a tenured teacher!

Remember, you must have a written agreement and should continue with the discontinuance process up until you receive a *signed* stipulation from the employee. Contact your Regional Counsel to arrange for the stipulation.

Q: When can a LIS/CSD LIS terminate a probationary pedagogue?

A: Any time prior to their completion date, either in the middle of the term or at the end. This is referred to as either (a) a denial of completion of probation, if it is done at the end of their probationary term; or (b) a discontinuance, if it is done before the end of the probationary term. There is no requirement that you keep a probationary teacher for any particular period of time.

Q: What are sufficient grounds to terminate a probationary pedagogue?

A: Any ground that would constitute a basis for an unsatisfactory rating.

Q: Can I terminate a probationary pedagogue even if s/he received only one observation?

A: Yes.

Q: Must I terminate a probationary pedagogue to whom I gave an unsatisfactory rating?

A: No, although you should discuss with your LIS why you are not recommending discontinuance or denial.

Q: Does an unsatisfactory rating automatically terminate a probationary pedagogue?

A: No. Although grounds for an unsatisfactory rating may also be grounds for a denial or discontinuance, the LIS must also provide specific notification that the pedagogue's probationary term is being discontinued or completion of probation is being denied.

Q: What procedure must be followed for termination of a probationary pedagogue?

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A: In Community School District Schools, the LIS serving as the Community Superintendent must give the employee a 30-day notification for a discontinuance and a 60-day notification for a denial of tenure along with whatever ratings and documentation support the termination. In non-Community School District Schools (e.g. most High Schools and District 75), the LIS responsible for that school sends such notice.

3. Terminating Non-Pedagogues, Parent Coordinators, Paraprofessionals and School Aides.

Q: What are disciplinary options, short of dismissal?

A: Generally, the steps of progressive discipline are as follows:

- Step 1: Letter to the file. (See Discussion above regarding disciplinary letters, p. 26.)
- Step 2: Suspension – with or without pay.
All employees except tenured pedagogues can be suspended without pay by the principal. Tenured Pedagogues must have a 3020-a hearing prior to receiving a suspension without pay. (See Discussion above regarding 3020-a charges, p. 38).
- Step 3: Discontinuance of service/termination.
All employees except tenured pedagogues can be discontinued or terminated by the principal or, for non-tenured pedagogues, the CSD LIS.

Note: The decision to terminate is not based solely on the last act of misconduct rather, it should be based on the last act **plus** the prior acts of misconduct.

NOTE: These disciplinary steps are entirely dependent on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed – for example, unprofessional behavior may warrant immediate suspension without pay or termination whereas absenteeism usually requires a prior written warning. Contact your Regional Counsel or the Director of the Office of Labor Relations for advice.

~ *Best Practices* ~

Advise employee of disciplinary problem at earliest possible stage; thus, the union cannot claim there was no notice of performance deficiency.

Prior to terminating, review your documents – you should have documents memorializing each step of progressive discipline as well as prior meetings with the employee advising him/her that if the deficiency was not remedied the employee may face termination.

For tenured pedagogues **ALL** disciplinary letters must end with “This incident may lead to further disciplinary action including an unsatisfactory rating and termination.”

Q: Does an employee’s disciplinary history carry over into the next year?

A: Yes. For example, if in June an employee has three disciplinary letters in his/her file regarding particular improper conduct and in the following September s/he continues to engage in the same improper conduct, you should continue with progressive discipline and proceed with suspension or termination (depending on the circumstances and whether the employee is tenured).

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Q: On what grounds can I suspend employees such as paraprofessionals, parent coordinators, school aides and non-tenured pedagogues without pay?

A: A suspension without pay is within your discretion (except for tenured pedagogues) although it may be subject to review by an arbitrator. Generally, it should be used when the employee had first received a written warning regarding the same type of behavior. Of course there are some incidents that are severe enough to require suspension (or termination) as the first disciplinary step.

Q: What is the procedure for suspending a non-tenured pedagogue or non-pedagogue?

A: You should follow the disciplinary letter steps set forth above at p. 26 concluding with suspension.

Note: Contact your Regional Counsel or the Director of the Office of Labor Relations if you are suspending an employee without pay.

Q: When and how can I terminate non-tenured and non-probationary employees?

A: This depends on whether the employee is a school aide, parent coordinator or paraprofessional, or teacher with a Modified Temporary License (“MTL”).

- School Aides, Paraprofessionals, and Parent Coordinators: A school aide, paraprofessional or parent coordinator can be terminated for “good and sufficient reason” after you or the LIS give “due consideration to the matter.” You should follow the principles of progressive discipline. However, a particular incident can be egregious enough that termination should be the first disciplinary step.

“Due consideration” means that you conducted a fair investigation, giving the employee the opportunity to respond to the evidence prior to making a decision. You should follow the steps outlined for teacher disciplinary letters discussed above with your disciplinary conclusion being termination.

- MTL Teacher: At the end of the term (end of January or end of June), you may decline to rehire an MTL teacher for the following term.

If the MTL has more than a year of satisfactory service in your school, s/he must receive an unsatisfactory rating along with the notification that s/he will not be rehired. Exception: The least senior MTL may lose his or her job because a certified teacher has been hired to fill that position.

For incidents or conditions that put children at risk (e.g., corporal punishment, accidents waiting to happen), the MTL can be terminated by giving the employee a termination letter effective the same day. The termination notice should conform to the requirements above for writing disciplinary letters. See Discussion above regarding disciplinary letters, p. 26-27.

If you wish to terminate an MTL the middle of the term for incompetence, provide 10 days’ written notice.

Note: Contact your Regional Counsel or the Director of the Office of Labor Relations if you are terminating or suspending an employee without pay.

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XI. GRIEVANCES

Q: How soon must an employee lodge a grievance after a particular act?

A: An employee must “present a grievance to the head of the school within thirty school days after the employee has knowledge of the act or condition which is the basis of the complaint.” (Source: Teachers’ Contract, Article 22B). Grievances need not be in writing.

Grievances regarding assignments and programs must be presented within 2 days of the assignment. (Source: Teachers’ Contract, Article 22B).

Q: What should I do when an employee submits a grievance?

A: First, determine what contractual article the employee is grieving. If you believe the grievance has merit, you should come to some type of accommodation with the employee. If it is not resolved, you should schedule a meeting with the employee to hear the grievance. Always feel free to call or email your Regional Counsel or the Office of Labor Relations.

Q: What should I say or do at the grievance hearing?

A: You should make sure the grievant or chapter leader has given you a clear explanation of which contractual article was allegedly violated. The employee cannot simply grieve your professional judgment. Many grievances involve the allegation that the “matters not covered” article of various collective bargaining agreements have been violated. If a “matters not covered” provision is being grieved, you should ask the employee what Department-wide policy, rule or regulation is being violated.

Q: How soon after hearing the grievance must I write my decision?

A: You must communicate your decision to the employee and his/her representative within five (5) school days of receiving the complaint. If the grievance was presented in writing, the decision must be in writing.

For reorganization grievances – i.e. grievances involving assignments – you have 2 days after receiving the complaint to issue a decision.

Q: What should I write in my grievance decision?

A: You may include a rationale for denying a grievance, however, you must state: (a) when the act that is being grieved occurred (i.e. when did you do the thing that the employee is complaining about – this is important because many grievances could be denied as untimely if there were a clear record); (b) when the employee sent you the grievance, and (c) whether you are sustaining or denying the grievance. See Sample grievance decision at Appendix D.

Q: Should I keep a record of when I gave the employee my grievance decision?

A: Yes. This is very important. Just as there are time limits for initially filing a grievance, there is also a time limit for appealing your decision. Many grievances are not appealed in a timely fashion. However, the administration often cannot prove this because no record was kept of when the grievance decision was given to the employee. Therefore, please also ask the employee to sign **and** date the grievance decision so we have evidence of when the employee received the decision. If the employee refuses to sign, you and a witness should sign and date the decision and mark it “refused to sign.”

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Q: Who is responsible for the grievances at the Superintendent level?

A: Appeals of principal grievance decisions are heard by the LIS responsible for the school network in which such principal's school is located. The LIS may hear such appeals, as well as grievances arising from their own decisions, themselves, or designate a hearing officer. The ROCs have hearing officer(s) that LISs may designate to hear such grievances (i.e. the "Superintendent Grievance Hearing Officer").

Q: Can an employee appeal a decision by the LIS?

A: Yes. Appeals of a LIS's decision are heard by a representative of the Chancellor.

Q: Must I appear at grievance conferences at the LIS and Chancellor level in person?

A: No. Principals are encouraged to appear at these conferences by telephone. The exception is with respect to DC 37 grievances where principals cannot appear by phone, however, they need not appear at these conferences at all. In such cases, the principal should forward the necessary documentation to the hearing officer prior to the hearing.

Q: Can a UFT district representative come into the school to meet with a teacher and gather information regarding a grievance?

A: Generally, yes. You cannot bar a UFT official from your school. However you may ask the UFT representative to contact you ahead of time to arrange a mutually convenient time. Also, the UFT representative is required to sign in upon arrival and follow all other security procedures, e.g. go through metal detector. You may ask your LIS or other regional administrator to speak to the union and ask that the UFT representative leave immediately after conducting his/her business (e.g. a witness interview).

Q: What is a "safety" grievance?

A: A "safety" grievance is a complaint by a teacher or chapter leader to a principal that there has been a violation of the school safety plan (e.g. unsafe student dismissal). This grievance should be brought to your attention as soon as possible. Generally, you should meet with the grievant; if appropriate, explain that there has not been a violation but that you will nonetheless attempt to resolve any issues. These grievances are not processed through the standard grievance/arbitration procedure.

Privacy Acknowledgement for Student Witness Statements

This is to acknowledge that, upon my request, I have been provided with a copy of a statement written by each of the following students:

I understand that the statements have been provided for the limited purpose of responding to an allegation that was made against me. Although I am permitted to share the statement with my Union Representative and/or counsel, I am prohibited from disclosing the identity of the writer and the substance of the statement to anyone else.

I further acknowledge that retaliation against the author of the statement, or any discussion of the content of the statement with the author of the statement, is strictly prohibited and may result in disciplinary action including termination of employment.

Name

DATE:

Union Representative

DATE:

Declined to Sign:

Witness

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APPENDIX B

SAMPLE LETTERS

Summons to Disciplinary Conference

[school letterhead]

[Date]

[Employee Name]

[School and Position]

[Employee File No.]

Dear [employee name]:

I have scheduled an appointment for you to meet with me in my office on [date and time].

[If this involves an allegation of corporal punishment (see Chancellor's Regulation A-420) or verbal abuse (see Chancellor's Regulation A-420) then you must give a short statement of the reason for the meeting. For example: "The purpose of the meeting is to investigate an allegation of corporal punishment." In addition, A-420 and A-421 are the only times that you must give 48 hours notice prior to the disciplinary meeting.]

Because this conference may lead to disciplinary action, you may bring a union representative.

Sincerely,

[Name], Principal [School]

~Note~

This letter is to be used when conducting an investigation into an allegation which could lead to disciplinary action, such as corporal punishment, verbal abuse, insubordination, or other professional misconduct. The employee does not have to sign this letter. Keep a copy of this record in your files.

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Summons To Disciplinary Conference Based On An SCI or OSI Investigation

[school letterhead]

[Date]

[Employee Name]
[School and Position]
[Employee File No.]

Dear [employee name]:

I have scheduled an appointment for you to meet with me in my office on **[date and time]**. The purpose of the meeting is to discuss the report of the Special Commissioner of Investigation which concludes that you **[insert conclusion; for example: "initiated inappropriate sexual contact with one of your students."]**

[If this involves an allegation of corporal punishment (i.e. a violation of Chancellor's Regulation A-420) or verbal abuse (i.e. a violation of Chancellor's Regulation A-421) you must give a short statement of the reason for the meeting. For example: "The purpose of the meeting is to investigate an allegation of corporal punishment." In addition, A-420 and A-421 are the only times that you must give 48 hours notice prior to the disciplinary meeting.]

Because this conference may lead to disciplinary action, you may bring a union representative.

Sincerely,

[Name], Principal [School]

cc: [Local Instructional Superintendent]

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Sample Disciplinary Letter for Insubordination or Professional Misconduct

[school letterhead]

[Date – within 3 months of the incident]

[Employee Name]

[School and Position]

[Employee File No.]

Dear [employee name]:

On [date and time], I met with you and your union representative, [name of union representative], in [place of meeting] to discuss my observation of your professional misconduct on [date at time or period].

[Insert description of your observations. Be specific. For example: “At the beginning of the sixth period, I saw you in the cafeteria instead of your regular assignment in the outside yard. I asked you why you were not at your assignment and you ignored me. I directed you to report to your assignment and you walked away. Later during the same period, I saw you leaving the main office as I entered it. You said “Let me tell you, you are not to direct me to do anything. You are not my supervisor.”]

During our meeting on [date of meeting] you [quote what was said here. For example: “When I asked you why you did not perform your scheduled assignment, failed to follow my directions, and spoke to me in an unprofessional manner, you said ‘I was very frustrated because the students had been misbehaving all morning.’”]

I conclude that the conduct you exhibited, namely [insert actions here, such as: failing to attend your assignment, failing to follow my directions, and telling me that I am not your supervisor,] constitutes [insert your conclusion here, such as: insubordination, dereliction of duty and conduct unbecoming a professional educator.] All staff members must be role models for our students and conduct themselves in a respectful, mature and professional manner.

You are reminded of your obligation to adhere to your scheduled program, follow my supervisory directions, and address me in a professional manner. Please be advised that this incident may lead to further disciplinary action including an unsatisfactory rating and [if tenured, add – “charges that could lead to”] your termination.

[For non-pedagogues, (e.g. paraprofessionals, school aides or parent coordinators) if the misconduct warrants a suspension without pay conclude with: “As a result, you are hereby suspended without pay for one week starting today. Report to work next on [insert date].”]

Sincerely

[Name], Principal [School]

I have received a copy of this letter and understand that the original will be placed in my file.

[Employee's Name]

[Date]

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Sample Corporal Punishment Letter No. 1

[school letterhead]

[Date – within 3 months of the occurrence]

[Employee Name]

[School and Position]

[Employee File No.]

Dear [employee name]:

On April 11, 2003, Jane D., the mother of your student, John D. (class 4-1) complained to me as follows:

At noontime on April 10, 2003, while you were with your class outside the student cafeteria, you grabbed John by his neck and shoved him against the wall, causing him to strike his head against the wall.

I have investigated the complaint made by Jane D. My investigation included my discussion with Jane D. and interviews with John D., Frank S. and **[other pupil witnesses identified by first name, last initial.]**, who wrote witness statements. John wrote that on April 10 he was arguing with Frank S. and you came over to him and grabbed him by the neck and threw him against the wall. Frank also wrote a statement stating the same thing. In addition, Ms. Jones, the school nurse, submitted a statement that John came to her office on April 10 with a small cut on the back of his head.

On April 14, 2003, I had a conference with you and Alma Alpha, the UFT Chapter Chairperson, in my office in order to give you an opportunity to respond. Also present was Robert Jones, your immediate supervisor. At the conference, I informed you of the complaint as it is stated above and gave you the opportunity to review the student and nurse's witness statements. **["You refused to sign the privacy acknowledgment (attached), and therefore, I gave you the student statements with the names redacted." -- OR -- "After signing the attached acknowledgment, I gave you the witness statements to review and the statements are attached to this letters"]**

Your response was that "John and another pupil (Frank) were fighting; I intervened, but not in the manner described to you by Jane D. or the witnesses." I asked you whether any possible witnesses would corroborate your story. You stated that you did not know. I asked you why these witnesses would lie; you stated you did not know. You did not say anything else.

I have evaluated all the investigatory results, including your responses at our April 14 conference and conclude that at about noontime on April 10, 2003 while outside the student cafeteria with your class, you seized John D. by his neck and shoved him against the wall causing his head to strike the wall. I base this on the statements of the students, which are consistent, and on the fact that the child did go to the nurse that day with a cut on his head. I also note that while you did not admit to the conduct, you did not categorically deny it, nor did you provide me with a reason why John D. would lie.

In so doing, you committed an act of corporal punishment which is prohibited by the Chancellor's Regulations and New York State Education Law, and which constitutes unacceptable teacher conduct.

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I further note that you were given a copy of the School's Policy manual in September at the orientation meeting. At page __ of this manual, it sets forth the prohibition on corporal punishment. A copy of this manual is attached to this letter.

[For tenured pedagogues conclude with: "This incident may lead to further disciplinary action, including an Unsatisfactory rating and termination." NOTE: You should contact the Administrative Trials Unit to set up a TAC to see if you have enough to bring charges against the teacher].

[For all other employees, contact your Regional Counsel/LIS to determine whether you should terminate the employee immediately. .]

[For MTLs, paraprofessionals, school aides, and parent coordinators, if termination is warranted, conclude with: "As a result of the above, your employment is terminated effective today."]

Sincerely,

[Name], Principal [School]

I have received a copy of this letter and understand that the original will be placed in my file.

[Employee Name]

[Date]

Attachment: Witness Statements; Privacy Acknowledgement; School Policy Manual

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Sample Corporal Punishment Letter No. 2

[school letterhead]

[Date – within three months of the occurrence of the incident]

[Employee Name]
[School and Position]
[Employee File No.]

Dear [employee name]:

On [date of meeting] I met with you and your union representative, [insert name], to review an allegation against you that was made by [insert student name]. Specifically, it was alleged that on date of incident you [state specific allegation, for example “on [date] you grabbed John Doe by the arm, twisted it, and ejected him from the classroom in violation of Chancellor’s Regulation A-420,” or “you called John a ‘moron’ when he asked you to explain the homework assignment in violation of Chancellor’s Regulation A-421.”]

At our meeting, I shared with you the specific allegation made against you as stated above and shared the statements of witnesses who were interviewed. In response, you stated that, [state exactly what the employee said]. [NOTE: Only provide student witness statements with names of students if the employee signs the privacy acknowledgment. If the employee does not sign, then s/he may have the witness statements without the names of the students. Be careful not to disclose other documents with the names of the students in the absence of a signed privacy acknowledgement.]

[If the employee denies the allegation, ask (a) why the employee believes the witnesses would lie, and (b) if there are any witnesses who would corroborate the employee’s version of events. You should mention in this letter that you asked these questions. If the employee gives reasons why witness would lie, or answers yes to question (b), you must investigate these new facts to determine whether the witness statements remain reliable, or whether the additional witnesses alter your conclusion, before substantiating in this letter.]

After reviewing the complaint against you, the complainant’s statement, the witness(es)’ statements, and your explanation, I conclude that [insert your specific findings. For example: “you grabbed John Doe by the arm, twisted it, and ejected him from the classroom” or “you called John a ‘moron’ when he asked you to explain the homework assignment”] on [insert date].

[Note, if there are contradicting witness statements, then you must explain why you believed one story over the other. For example: “While you claim that you did not twist John’s arm, or eject him from the classroom, six students stated that they witnessed you do so, and their statements were consistent as each contained the same details.”]

This violates [Chancellor’s Regulation A-420 which prohibits corporal punishment and/or Chancellor’s Regulation A-421 which prohibits verbal abuse.] I note that you were given a copy of Chancellor’s Regulations A-420 or 421 at our first faculty conference in September (see attached copy of your signed acknowledgement of receipt).

[If you substantiate corporal punishment for a tenured teacher, include the following: “You are hereby advised that the above-described conduct may lead to further disciplinary action, including an unsatisfactory rating, and disciplinary charges that could lead to the termination of your employment.”]

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Consult with the Administrative Trials Unit if you believe there is sufficient evidence to initiate disciplinary charges leading to the employee's termination.]

[If you substantiate corporal punishment for probationary teacher and believe termination is warranted, please consult your LIS. Only the LIS may terminate a probationary teacher. If termination is not warranted, describe the warranted discipline (e.g. suspension without pay) and conclude with: "You are hereby advised that you are [suspended without pay the above-described conduct may lead to further disciplinary action, including a suspension without pay, unsatisfactory rating and/or the termination of your employment."]

[If you substantiate corporal punishment for a school aide, parent coordinator or paraprofessional, conclude with: "You are hereby suspended without pay until [insert date] OR terminated effective today."]

[If you do not substantiate corporal punishment, but you find the employee exercised poor judgment conclude with: "Although I do not find that the above act rises to the level of corporal punishment, I conclude that you exercised poor judgment when you [state what the action was, e.g., "you said 'you are a twit' in front of your class." When appropriate, include, "If you have difficulty in managing your class, please consult a supervisor who will provide you with professional development to improve your classroom management skills."]

Sincerely,

[Name], Principal [School]

I have received a copy of this letter and understand that it will be placed in my official file:

[Employee Name]

[Date]

Attachment: Witness Statements; Privacy Acknowledgement; School Policy Manual

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Sample Corporal Punishment Letter with OSI Report

[school letterhead]

[Date – within 3 months of occurrence of the incident]

[Employee Name]

[School and Position]

[Employee File No.]

[SCI or OSI Report No.]

Dear [employee name]:

On May 14, 2003, I had a conference with Ms. Jones, your immediate supervisor, you and Ms. Alpha, the UFT Chapter Chairperson, to discuss a corporal punishment allegation against you. The Office of Special Investigations substantiated the allegation that on April 10, 2003, at approximately 12:00 pm, you grabbed John D. by the neck and pushed him against the wall. The investigator interviewed Jane D., John's mother, John D., Frank S. and [other pupil witnesses], who wrote witness statements. John wrote that on April 10 he was arguing with Frank S. and you came over to him and grabbed him by the neck and threw him against the wall. Frank also wrote a statement stating the same thing. In addition, Ms. Jones, the school nurse, submitted a statement that John came to her office on April 10 with a small cut on the back of his head.

At the conference I gave you a copy of the report and witness statements and gave you an opportunity to respond. **["You refused to sign the privacy acknowledgment (attached), and therefore, I gave you the student statements with the names redacted." -- OR -- "After signing the attached acknowledgment, I gave you the witness statements to review and the statements are attached to this letter."]** Your response was that "John and another pupil (Frank) were fighting; I intervened, but not in the manner described to you by Jane D. or the witnesses." I asked you whether any possible witnesses would corroborate your story. You stated that you did not know. You did not say anything else.

[Note: You should participate in OSI's investigation and state that you find certain witnesses credible. If you do not participate in the investigation, speak to at least one witness yourself and state that you find the witnesses credible.]

I have evaluated all the investigatory results, including your responses at our May 14 conference, and I conclude that at about noontime on April 10, 2003 while outside the student cafeteria with your class, you grabbed John by his neck and you shoved him against the wall causing his head to strike the wall. I base this on the statements of the students, which are consistent; and, the fact that the child did go to the nurse that day with a cut on his head. I also note that while you did not admit to the conduct you did not flat out deny it, nor did you provide me with a reason why John would lie.

In so doing, you committed an act of corporal punishment which is prohibited by the Chancellor's Regulations and New York State Education Law, and which constitutes unacceptable teacher conduct.

I further note that you were given a copy of the School's Policy manual in September at the orientation meeting. At page __ of this manual, it sets forth the prohibition on corporal punishment. Another copy of this manual is attached to this letter.

[If you/OSI substantiate corporal punishment for a tenured teacher, include the following: "You are hereby advised that the above-described conduct may lead to further disciplinary action, including an

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unsatisfactory rating, and disciplinary charges that could lead to the termination of your employment.” Consult with the Administrative Trials Unit if you believe there is sufficient evidence to initiate disciplinary charges leading to the employee’s termination.]

[If you substantiate corporal punishment for probationary teacher and believe termination is warranted, please consult your LIS. Only the LIS may terminate a probationary teacher. If termination is not warranted, describe the warranted discipline (e.g. suspension without pay) and conclude with: “You are hereby advised that you are [suspended without pay] and the above-described conduct may lead to further disciplinary action, including an unsatisfactory rating and/or the termination of your employment.”]

[If you substantiate corporal punishment for a school aide, parent coordinator or paraprofessional, conclude with: “You are hereby terminated effective today.”]

[If you do not substantiate corporal punishment, but you find the employee exercised poor judgment conclude with: “Although I do not find that the above act rises to the level of corporal punishment, I conclude that you exercised poor judgment when you [state what the action was, e.g., “you said ‘you are a twit’ in front of your class.” When appropriate, include, “If you have difficulty in managing your class, please consult a supervisor who will provide you with professional development to improve your classroom management skills.”]

Sincerely,

[Name], Principal [School]

I have received a copy of this letter and understand that it will be placed in my official file:

[Employee Name]

[Date]

Attachment: Witness Statements; Privacy Acknowledgement; School Policy Manual

OCTOBER 2004
Sample Absences and Lateness Letter No. 1

[school letterhead]

[Date]

[Employee Name]
[School and Position]
[Employee File No.]

Dear [employee name]:

On [date], I met with you to discuss your lateness and/or absences so far this year. You attended the meeting with your union representative, [insert name]. I provided you with the attached copy of your CAR. During this period, you have been late (or absent) insert number times as summarized below:

Month	Days Late	Time Arrived at School	Time Lost
-------	-----------	------------------------	-----------

At the meeting I asked you [recite verbatim what you stated at the meeting, for example: "I asked you why you had been late so many times."] You responded [write exactly what the employee responded.]

I conclude that your lateness is excessive as defined by the attached School Attendance Policy which you received at our first faculty conference in September (see attached copy of your signed acknowledgement of receipt). The policy states that [insert what the policy states, such as: more than ten instances of lateness in the school year will be considered excessive.] I reminded you at the meeting that you are expected to be in school each day at or before the designated starting time and to serve as a role model for our students by demonstrating the highest standards of punctuality.

[For pedagogues include: "Please be advised that your poor attendance may lead to further disciplinary action, including an unsatisfactory rating and [if tenured, add -- "charges that could lead to"] your termination."]

[For non-pedagogues include: "This letter constitutes a warning. If your attendance does not improve, you will be subject to further disciplinary action, including suspension without pay or termination."]

[If this is a second or third letter regarding absences or lateness, include "As a result of the above, you are hereby suspended without pay for one/two/three week/s starting today. Report to school on [date.]"]

Sincerely,

[Name], Principal [School]

I have received a copy of this letter and understand that it will be placed in my official file:

[Employee Name]

[Date]

Attachment: CAR; School Attendance Policy and Acknowledgement

OCTOBER 2004
Sample Absences and Lateness Letter No. 2

[school letterhead]

[Date]

[Employee Name]
[School and Position]
[Employee File No.]

Dear [employee name]:

On March 15, 2004, we met to discuss your lateness and absences for this year. Also present was Ms. Jones, your union representative and Ms. Williams, Assistant Principal. According to school records, since January 7, 2004 you have been late and absent on the following days:

[list the days late with the amount of time late and the days absent.]

This is a total of 15 days late totaling 320 minutes and a total of 6 days absent, during approximately six months of school. In addition, on November 5, 2003, and January 7, 2004, I gave you letters detailing your lateness and absences to that point. These letters are attached hereto.

At the meeting I gave you an opportunity to respond, but you refused to do so.

[For paraprofessionals and school aides conclude with: "I have provided you with two prior warnings this year, including one suspension, regarding your lateness and absences, but nevertheless your attendance record has not approved. As a result, your services are terminated effective today."]

[NOTE TO AUTHOR: For MTLs, you should have given the teacher a U rating prior to the end of the term. If you did not and you wish to terminate his or her services mid-term, contact the Office of Labor Relations at dmcrcray@nycboe.net. For probationers, such an absence and lateness record can constitute grounds for termination, which must be done by your LIS].

[For tenured pedagogues conclude with: "This incident may lead to disciplinary action including an unsatisfactory rating and charges that could lead to your termination."] **[NOTE TO AUTHOR: You should contact Theresa Europe at the Administrative Trials Unit to set up a Technical Assistance Conference to determine whether there is sufficient documentation to bring the employee up on charges.]**

Sincerely,

[Name], Principal [School]

I have received a copy of this letter and understand that it will be placed in my official file:

[Employee Name]

[Date]

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Sample Warning Letter For Potential Job Abandonment (for UFT Employees)

[school letterhead]

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[Date]

[Employee Name]
[School and Position]
[Employee File No.]

Dear [employee name]:

As of today, you have been absent five consecutive days since insert date. During this period of time, the school has not received any telephone calls or other communication from you to explain your absence.

Please contact the school immediately.

Sincerely,

[Name], Principal [School]

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Sample Termination Letter For Potential Job Abandonment

[school letterhead]

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[Date]

[Employee Name]
[School and Position]
[Employee File No.]

Dear [employee name]:

I attempted to contact you on [date], regarding the fact that you had been absent for [#] consecutive days without contacting the school. To date you have not responded to that letter.

You have been absent without notice for more than 20 consecutive school days and you are deemed to have resigned from your employment with the New York City Department of Education as of [date]. Therefore, you are no longer to report to any Department office or school building."

Sincerely,

[Name], Principal [School]

cc: [Local Instructional Superintendent]

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Sample Termination Letter for Paraprofessional, MTL, School Aide or Parent Coordinator

[school letterhead]

[Date]

[Employee Name]
[School and Position]
[Employee File No.]

Dear [employee name]:

We met on date in place with [include names of everyone in attendance at meeting] to discuss the findings of the Special Commissioner of Investigation (“SCI”) that you engaged in [insert conclusion of SCI, such as, “inappropriate behavior when you kissed and hugged a female student”]. After giving you the opportunity to review the SCI findings, I asked if you had any response.

You stated [insert everything employee said in his defense].

After reviewing the SCI findings as well as your responses, and giving due consideration to the matter, I am following the SCI recommendation and terminating your employment for [again insert SCI conclusion, such as “inappropriately kissing and hugging a female student”]. [NOTE TO AUTHOR: As in any case when you are relying on a report by someone else, make sure that you are reconciling any inconsistent statements and providing a rationale for why you are accepting the report’s conclusion, e.g., the witnesses all gave consistent accounts.]

Effective today, you are hereby terminated from your employment with the New York City Department of Education.

Sincerely,

[Name], Principal [School]

cc: LIS’s name, Local Instructional Superintendent

OCTOBER 2004

Sample Counseling Memorandum

[school letterhead]

COUNSELING MEMORANDUM

VIA HAND DELIVERY

[Employee Name]
[School and Position]
[Employee File No.]

[date]

Dear [employee name]:

On January 5, 2004, I conferred with you regarding your late arrival to the faculty conference held in the auditorium on December 22, 2003. You arrived at the faculty conference fifteen minutes late, at 3:30 p.m. instead of at 3:15 p.m.

I asked you to explain the reasons for your late arrival. You stated that you were delayed because you had to make a personal call on your cell phone. You did not indicate that this call was an emergency. You stated that you did not know that you had to be at the meeting at 3:15 p.m. You apologized for your tardiness.

I emphasized that each staff member must be punctual at the monthly faculty conferences because information discussed at these conferences is essential to effective management of the school, and each staff member is accountable for compliance with directives issued at the conference.

In the future, I expect that you will arrive on time to each faculty conference. If there is an urgent situation requiring your attention that may delay your arrival, you are to contact me promptly or, if I am not available, an assistant principal, to discuss the situation and receive direction.

Sincerely,

[Name], Principal [School]

A counseling memorandum is not disciplinary in any manner and cannot be used in any action against an employee except to prove notice if the employee denies notice. I have read this memo and understand that a copy will be placed in my official personnel file.

I have received a copy of this letter and understand that the original will be placed in my official file.

NAME

DATE

Technical Assistance Conference Form

REVISED 12/1/03

REQUESTED BY _____

DIRECT TELEPHONE # _____

NAME OF EMPLOYEE _____

FILE #: _____ SOCIAL SECURITY #: _____

TITLE/LICENSE _____

ALLEGATION(S) _____

TENURED YES NO DATE COMPLETED PROBATION _____ APPOINTMENT DATE _____

NUMBER OF U-RATINGS: _____ LIST ALL U-RATINGS/YEARS/SCHOOLS: _____

SCHOOL/ASSIGNMENT _____

PRINCIPAL _____

ADDRESS _____

DIRECT TELEPHONE # _____ FAX # _____

REGION AND DISTRICT ___ / ___ REGIONAL SUPERINTENDENT _____

ADDRESS _____

DIRECT TELEPHONE # _____ FAX # _____

LOCAL INSTRUCTIONAL SUPERINTENDENT (LIS) _____

DIRECT TELEPHONE # _____ FAX # _____

REGIONAL PERSONNEL MANAGER _____

DIRECT TELEPHONE # _____ FAX # _____

HAS THE PERSON BEEN REMOVED FROM THE CLASSROOM? YES NO

REASSIGNED TO _____ DATE REASSIGNED _____

REASSIGNED AT THE REQUEST OF _____

REPORT (S) ARREST YES NO OSI YES NO SCI YES NO A-420 YES NO

COMMENTS _____

DATE OF TAC _____

OCTOBER 2004

APPENDIX D

Sample Grievance Decision

[school letterhead]

VIA HAND DELIVERY (If employee is not in school, then send via certified mail)

[Date]

[Employee Name]

[School and Position]

[Employee File No.]

Dear [employee name]:

You filed a grievance on [date] claiming that your rights pursuant to Articles 20 and 21 of the collective bargaining agreement were violated when I placed the letter dated December 23, 2003, in your file. I held a meeting in my office with you and Joe Smith, your UFT Chapter Leader, on January 7, 2004, to discuss your grievance.

I deny your grievance because you failed to demonstrate that the letter for your file was unfair or inaccurate.

Sincerely,

[Name], Principal [School]

[Employee Name]

[Date of receipt of decision]