



## MEMORANDUM OF AGREEMENT

### SPECIAL EDUCATION

Memorandum of Agreement entered into this \_\_\_ day of October, 2003 by and between the Board of Education of the City School District of the City of New York (the "DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the "Union").

1. DOE intends to create an assignment for a State Certified or New York City-licensed Special Education Teacher (referred to herein as "Special Education Teacher") for the 2003-2004 school year in 960 schools which will consist of the following: A specific number of periods (minimum of 5 per week) programmed for (a) preparing for and attending the IEP meetings of children initially referred to special education, and (b) coverage of other special education teachers' classes so that they may attend the IEP meetings for their students for requested reevaluations and triennial evaluations. The number of periods per week for the tasks described in (a) and (b) shall be based upon a workload allocation created by the Department, prior to the beginning of each school year. The Department will consult with the Union by May 15 of any school year if it plans to change the workload allocation or the number of schools for the following school year.

2. In the event that the activities described in 1(a) and (b) are not sufficient, in a given week, to fill the periods programmed for such activities, the principal may assign the teacher to one or more of the tasks described in paragraph 3(b)-(e), below.

3. The balance of the teacher's schedule not programmed for the tasks described in 1(a) and (b) will be programmed, in the discretion of the principal, for (a) instruction of students with disabilities (e.g., SETSS, Collaborative Team Teaching or part-time special education classes), (b) individual and group instruction for identified special education or identified general education students at-risk of academic failure; (c) participating in Pupil Personnel Team/Instructional Support Committee meetings; (d) providing interventions recommended by the Pupil Personnel Team/Instructional Support Committee; and (e) administration of curriculum-based assessments for "at-risk" general education students. The DOE expects to conduct a separate training session in Orton-Gillingham for Special Education Teachers in the IEP assignment (though all such teachers may not be able to be trained) so that they may be more effective in doing the duties set forth above. The teacher filling this assignment will not be used as a substitute or be part of the regular coverage pool unless s/he volunteers for such duty. In the event that an uncovered class exists, the teacher filling this position will only be assigned to the class if those teachers in the regular coverage pool (teachers on preparation period or professional period) have been assigned for that period.

4. Teachers filling this assignment will have scheduled prep, lunch and professional activity periods as per the applicable collective bargaining agreement between the parties.

5. The program described in 1-4 above will be circulated in the same manner as other regular teaching programs in the spring semester pursuant to existing contractual rules. Special Education Teachers will have the opportunity to declare a preference for this assignment. Notwithstanding the immediately preceding sentence, a Special Education Teacher (including those teachers who possess a New York State Certification in Special Education but were serving as an Education Evaluator under a license other than special education) who served as an Education Evaluator during the 2002-2003 school year (including any Education Evaluator on leave or sabbatical for that year) will have a preference for this assignment, in each year that it exists, including the 2003-2004 school year, in whatever form it may exist. A former Education Evaluator who would have been able under this agreement to exercise a preference for the assignment in 2003-2004 but is on leave for that year, may exercise a preference for the 2004-2005 school year. A former Education Evaluator who chooses not to exercise a preference will lose any preference for the assignment for all subsequent school years, but will have the same right to apply for the assignment as other Special Education Teachers. Once a former Education Evaluator is given the IEP assignment based on the preference provided for in this agreement, a subsequent approved leave of absence shall not affect such teacher's preference rights to the assignment thereafter. Where two former Education Evaluators are assigned to the same school, the preference will be available to the senior volunteer, based on layoff seniority. Former Education Evaluators who assert a preference for the IEP assignment as per this agreement who are currently in another assignment in the same school will automatically be released from their current assignment to the IEP assignment no later than February 2, 2004. Notwithstanding the foregoing, preferences for the IEP assignment shall not be honored where the assignment requires bilingual skills and the former Education Evaluator does not possess such skills.

6. Former Education Evaluators assigned to schools where the IEP assignment described herein does not exist may transfer to a school to take the assignment where the assignment is vacant during the September 2004 reorganization or, with approval of the principals of both the sending and receiving schools, mid-year during the 2003-2004 school year, provided that where the assignment requires bilingual skills only former Education Evaluators with those skills may transfer into such positions. If more than one former Education Evaluator seeks a transfer to the same position, it will be offered to the most senior teacher based on layoff seniority. If a former Education Evaluator in a school where the IEP assignment does exist was prevented from asserting a preference for the IEP assignment because a more senior former Education Evaluator or a former Education Evaluator with necessary bilingual skills received the assignment, s/he may transfer to another school that has a vacant IEP assignment under the conditions set forth in this paragraph.

7. The Union will withdraw with prejudice (except as set forth in paragraph 15) its grievances related to the (a) elimination of the education evaluator position, (b) unilateral creation of the IEP/special education teacher assignment, (c) change in psychologists' working conditions and job description, (d) psychologists' professional development (although DOE agrees to reactivate the committee provided for in Article

13K(1) of the agreement between the parties covering psychologists and social workers to review and consider appropriate staff development programs), (e) attendance of Social Workers at every CSE review, (f) CAP replacement (although DOE agrees to reactivate the committee provided for in Article 7K7(i) of the agreement between the parties covering teachers and Article 23g3 of the agreement between the parties covering social workers and psychologists to review issues related to the DOE's computerized data system). Neither party is waiving its position regarding the intent or meaning of the collective bargaining agreement provisions cited in 7(d) and 7(f) above.

8. Disputes regarding this agreement which are covered by the special education dispute resolution procedure set forth in Appendix K of the June 10, 2002 Memorandum of Agreement between the parties shall be resolved through that process. All other disputes regarding this agreement, including selection for the IEP assignment, will be resolved through the grievance process set forth in the collective bargaining agreement between the parties.

9. Notwithstanding this agreement, the UFT retains its right to raise any issues relating to the changes in duties or assignments of psychologists, social workers, former education evaluators and teachers assigned to the IEP assignment in collective bargaining negotiations.

10. The primary responsibility of school psychologists will be the professional duties attendant to the evaluation of students referred for a special education evaluation including: conducting psycho-educational assessments or other appropriate assessments, chairing IEP meetings, drafting IEPs, drafting IEP goals and conference reports, conducting structured observations and drafting behavior intervention plans. Time permitting, school psychologists are expected to be involved in intervention and prevention activities appropriate to their certification.

11. The DOE intends that the assignment of case management duties to psychologists shall not result in psychologists regularly performing clerical tasks other than those incident to their professional duties. The school psychologist will be assigned administrative support to handle the clerical/administrative functions associated with the special education evaluation process. Such duties include scheduling conferences (including consulting with school staff to ensure that all necessary persons are available at the selected time), parent outreach, mailings, photocopying, creating student files, coordinating correspondence and CAP data entry. Psychologists will not be responsible for training or rating administrative support personnel though they will direct them in their duties and will be expected to provide the administration with the information necessary to evaluate the performance of such personnel, as appropriate.

12. School psychologists are not solely responsible for the timely completion of cases. Where a psychologist finds that additional support is necessary to bring a case to completion, s/he will notify the Regional CSE and the building principal.

13. School Psychologists will have up to 20 hours of per session work per year available to them with supervisor approval in order to assist in allowing them to fulfill their case management duties, without the necessity of posting such work.

14. The UFT will withdraw its grievances described in paragraph 7 but will be able to file and will hold in suspense a grievance alleging that psychologists are performing clerical work and/or case management duties in violation of the collective bargaining agreement between the parties. This agreement is not intended to restrict or expand the DOE's right to assign clerical duties under the collective bargaining agreement between the parties. For purposes of this grievance "case management duties" do not include the duties set forth in paragraph 10 above and the Union will not grieve the assignment of such duties to psychologists unless the DOE cancels this agreement pursuant to paragraph 15 below. During the 2003-04 school year, the DOE Auditor General will audit the portion of time that psychologists are performing clerical duties, if any. Simultaneously, after consultation with the Union, the DOE will conduct focus groups with psychologists to solicit their views on the strengths and weaknesses of the new model. A joint labor-management committee will consider the findings of the OAG and the results of the focus groups as well as any other available information and such advisory committee will report to the Chancellor and the Union by April 1, 2004 on any recommendations. In the event the Union is not satisfied with the actions taken by the DOE as a result of this process, it may proceed with the grievance identified in this paragraph.

15. The Department may cancel the obligations contained in this agreement by providing notice to the Union by April 15 of any school year, effective for the following school year. In the event that the Department does cancel the terms of the agreement pursuant to this paragraph, the Union will be permitted to reinstate the grievances described in paragraph 7 which shall proceed on an expedited basis and shall be concluded before the beginning of the next school year. In the event any social workers are laid off during the 2003-2004 school year as a result of the DOE's reorganization of the special education evaluation and placement process or a reduction in the number of social workers assigned to evaluation teams, the Union shall be permitted to reinstate the grievance described in paragraph 7(e) above. The decision of the Department to change the 960 school allocation or to change the number of hours assigned for the tasks in paragraph 1(a) and (b) (above the five period minimum) shall not constitute a cancellation of the obligations pursuant to this paragraph.

16. For purposes of this agreement, a "preference" for a former education evaluator shall mean the right to the assignment notwithstanding the declaration of a preference for the assignment by another Special Education Teacher.

For the DOE

For the Union

(Signatures appear on the original document.)