

MEMORANDUM OF AGREEMENT

(Special Education Recovery Services)

This non-precedential Memorandum of Agreement (the "MOA"), entered into on [September 17, 2021](#), by and between the Board of Education of the City School District of the City of New York (the "Board") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the "Union") modifies the collective bargaining agreements between the Board and the Union (the "CBA") with regard to Special Education Recovery Services due to COVID-19, as set forth more particularly below.

Nothing in this Agreement shall constitute a waiver or modification of any provision of any memorandum of agreement, collective bargaining agreement, letter or other agreement between the Board and the Union except as expressly set forth herein. Nothing contained in this agreement shall be deemed to be a regular policy, procedure or practice of the Superintendent, the Chancellor or the Department of Education of the City of New York.

1. Work preparing and developing Special Education Recovery Services Notice(s) will be assigned first to the Case Manager identified on the student's IEP. In the event the Case Manager is required to complete the process for more than 30 students, the balance of the caseload will be assigned as outlined below.
2. The caseload above 30 shall be distributed to other members of the IEP Team with the exception of the general education teacher. Under no circumstances shall any member of the IEP team complete more than 30 cases. In the event there are cases beyond the 30, the balance of the caseload will be assigned to other employees in the school currently working as a special education teacher, school psychologist, guidance counselor, social worker, or other related service provider. If in the rare circumstance a Case Manager or other employee is unable to complete some or all of this workflow, the CM or employee will inform their direct supervisor and the work may be distributed as outlined in this section.
3. Case Managers or IEP Team members or others as outlined above who prepare for and develop Special Education Recovery Services Notice(s) within the timelines in the Academic Recovery Services - Special Education Guidance (including any necessary revisions) shall be paid up to two hours of per session (or applicable hourly rate) for each student.
4. Employees shall not be required to duplicate the notice or provide information contained in the notice in any other format or in any system other than SESIS.
5. Issues related to payments shall be subject to applicable grievance procedures. All other matters addressed in this MOA shall be enforced through the paperwork and operational issues process agreed to for the 21-22 school year.
6. This MOA will sunset on June 30, 2022, unless both parties agree in writing to extend this MOA, no later than May 1, 2022.



for UFT



for DOE