

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered by and between the Board of Education of the City School District of the City of New York (the "Department" or "DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the "Union" or "UFT"). All terms and conditions of employment for Speech Teachers will be the same as they are currently except as expressly set forth herein. The parties agree as follows:

1. Definitions:

a. SLP Speech Teachers: For the purposes of this Agreement, an "SLP Speech Teacher" shall be defined as a Speech Teacher who is a New York State licensed Speech-Language Pathologist ("NYS SLP").

b. Speech Teacher-Provider: For the purposes of this Agreement, a "Speech Teacher-Provider" shall be defined as a Speech Teacher who does not have a NYS SLP.

c. Speech Evaluators: For the purposes of this Agreement, a Speech Evaluator is a Teacher Assigned, pursuant to the terms and conditions set forth in the parties' collective bargaining agreement covering teachers, who conducts initial speech evaluations as part of their assignment.

d. Speech Teachers: For the purposes of this Agreement, a Speech Teacher is defined as an SLP Speech Teacher, Speech Teacher-Provider, and/or Speech Evaluator.

2. Duties and Responsibilities:

a. All current SLP Speech Teachers and Speech Evaluators with NYS SLPs shall apply for a National Provider Identification Number (NPI) and Medicaid Billing or Non-Billing identification number within ten (10) school days after UFT approval of this Agreement, except in extraordinary circumstances, to the extent such employees do not already have such information. Such information shall be provided to the DOE (in a format determined by the DOE in consultation with the UFT). The DOE shall provide necessary directions to SLP Teachers and Speech Evaluators with NYS SLPs in order for them to comply with this section.

b. All current SLP Speech Teachers and Speech Evaluators with NYS SLPs are required to provide proof of their NYS SLP credential, their NPI Number and their Medicaid Billing or Non-Billing identification number to the Department (in a format determined by the DOE in consultation with the UFT) no later than December 1, 2016, except in extraordinary circumstances. The DOE shall provide necessary directions to SLP Teachers and Speech Evaluators with NYS SLPs in order for them to comply with this section.

c. Speech Teacher-Providers and Speech Evaluators who obtain an NYS SLP after the execution of this Agreement shall obtain an NPI and Medicaid Billing or Non-billing identification number after they have received their NYS SLP, and shall provide proof of their NYS SLP credential, NPI and Non-Billing Medicaid identification number to the Department (in a format determined by the DOE in consultation with the UFT) within ten (10) school days of receipt, except in extraordinary circumstances. The DOE shall provide necessary directions to employees in order for them to comply with this section.

d. SLP Speech Teachers shall complete speech referrals for speech therapy services within ten (10) school days of student's date of first service provided in accordance with the student's IEP mandates, except in extraordinary circumstances.

e. Speech Teachers shall continue to receive no less than one hundred fifty-five (155) minutes per week, during the regular work day, for SESIS-related work.

f. Speech Teachers who are obligated to provide services as mandated on IEPs must serve each student as mandated and may not be assigned to other duties (such as exam scoring or coverage/proctoring for other classes) that would prevent them from doing so, except in extraordinary circumstances.

g. All Medicaid Billing will be done under the City/Department Medicaid Billing number not the Medicaid Billing number of an individual SLP Speech Teacher or Speech Evaluator with a NYS SLP.

3. Differential: (a) All SLP Speech Teachers and Speech Evaluators with NYS SLPs shall receive a salary differential in the amount of five thousand dollars (\$5,000.00) per year once they have provided their NPI and Medicaid Billing or Medicaid Non-Billing identification number. The Department and the UFT will jointly determine in how to pro rate this amount for "F status" speech teachers who have the NYS SLP. This salary differential is part of the employee's base salary and is subject to collective bargaining increases unless the parties agree otherwise. In addition, to be eligible for this differential, an SLP Speech Teacher and Speech Evaluator with a NYS SLP must maintain a NYS SLP that is in good standing. The DOE may recoup, consistent with current DOE policy, the portion of the differential that it paid to the SLP Speech Teacher/Speech Evaluator that is attributable to a period of time in which his/her SLP license is not in good standing.

(b) The Department will reimburse SLP Speech Teachers and Speech Evaluators the triennial fee for renewing their NYS SLP license upon submission of evidence of an approved renewal application.

4. Equipment: The Department agrees to provide all full time Speech Teachers with a laptop computer or tablet with internet access as soon as possible, but no later than ninety (90) days from approval of this Agreement by the UFT. "F status" Speech teachers will be provided with a laptop computer or tablet with internet access as soon as possible.

5. Speech Clinic: The City/Department agrees to provide five hundred thousand dollars (\$500,000.00) per year for three years to fund a joint Department/UFT speech clinic for the 2016-2017, 2017-2018 and 2018-2019 school years. The clinic will be jointly staffed and managed by the UFT Teacher Center and Department in accordance with an agreement to be negotiated by the UFT and DOE. This obligation shall terminate on June 30, 2019 unless both parties agree otherwise.

6. Labor Management Committee:

(a) A Joint Labor-Management Committee consisting of representatives appointed by the Chancellor, the President of the UFT, and the NYC Commissioner of Labor shall be established. The combined number of representatives appointed by Chancellor and the NYC Commissioner of Labor shall be equal to the number of representatives appointed by the UFT President. This Labor Management Committee shall meet to discuss: (1) a possible SLP Speech Teacher – Level 3 position as part of which such Speech Teacher would, among other things, provide mentoring for new Speech Teachers; (2) allocating time within the work schedule of Speech Teachers for parent engagement activities; (3) the possibility and conditions under which SLP Speech Teachers and Speech Teacher-Providers would conduct initial speech evaluations; (4) materials and space for speech assessments and services; (5)

standardizing the reevaluation forms; (6) configuration of the one hundred fifty-five (155) minutes set forth in section 2(e) above; (7) jointly creating and providing Speech Teachers with sample acceptable Encounter Attendance session notes, progress reports and reevaluation reports; (8) how to modify this agreement if current processes do not enable the Department to successfully recover Medicaid funds; (9) providing Speech Teacher-Providers with Clinical Fellowship Year support and mentoring in order to obtain a NYS SLP and (10) immediately determine the process to enable the UFT to designate those employees who will receive a payment pursuant to paragraph 9 of this Agreement. This Labor Management Committee shall meet on a monthly basis for six months with the first meeting to take place within thirty (30) school days following UFT approval of this Agreement. Thereafter the Committee will meet on an as needed basis.

(b) In the event (i) the parties cannot determine the process for the UFT to designate employees who will receive a payment pursuant to paragraph 9 of this Agreement within 30 days of the first meeting and/or (ii) the reevaluation forms are materially different than the current forms and the issue cannot be resolved by the Joint Labor Management Committee, then either or both of these issues shall be referred to the Chancellor of the Department of Education, the President of the UFT, and the Commissioner of the New York City Office of Labor Relations for resolution.

7. SEGIS System/Encounter Attendance: The Department agrees to implement a system upgrade no later than November 1, 2017 which shall include the upgrades to the Encounter Attendance/ SEGIS function as identified in Appendix A. In the event the Department does not comply with the deadline set forth in this paragraph, for each month thereafter and until the Department is in compliance with this paragraph, all Speech Teachers shall be guaranteed per session hours (in addition to those set forth in paragraph 8) each month, however the aggregate per session cost (excluding fringe) shall not exceed \$165,000 per month and the number of guaranteed per session hours shall be pro-rated per teacher based on the number of Speech Teachers.

8. Per Session: All Speech Teachers with a caseload of thirty (30) students or less will have up to twenty (20) hours of per session work per year available to them with supervisor approval and all Speech Teachers with a caseload of more than thirty (30) students will have up to forty (40) hours of per session available to them with supervisor approval. This per session time will be in order to assist the Speech Teacher in fulfilling his/her duties without the necessity of posting such work. Supervisor approval for these hours, regardless of where the work is completed, shall not be unreasonably denied. Notwithstanding any provision of C-175 to the contrary, Speech Teachers may be permitted to work these hours at home only for the purposes of entering information in the Encounter Attendance SEGIS function. The Department shall consult with the UFT regarding the process for monitoring the use of this time and documentation requirements (if any) for at home Encounter Attendance per session work. The Department has the discretion to revoke the permission to work from home from an individual Speech Teacher for cause. Upon the execution of a new collective bargaining agreement, all Speech Teachers with a caseload of thirty (30) students or less will have up to ten (10) hours of per session work per year available to them and all Speech Teachers with a caseload of more than thirty (30) students shall have up to twenty (20) per session hours available to them unless either the Union or the Department demonstrates to the Labor Management Committee this time is no longer necessary or insufficient to fulfill Speech Teachers' duties, in which case, the Labor Management Committee will determine the number of additional hours to be reduced or required.

9. Arbitration: (a) The Department and UFT are currently in arbitration, Arbitration No. C20002, in which the UFT claims its represented employees shall be compensated for work performed in SEGIS outside of the contractual work day (the "SEGIS Arbitration"). In full and complete settlement of the

SEIS Arbitration-, the Department shall pay \$33,000,000.00. This settlement amount will be distributed by the Department by payroll check and/or stubs for direct deposit, where possible, and by separate checks in other cases to those employees designated by the UFT and in a manner determined by the UFT, in each case less applicable withholdings and other deductions (the "Settlement Distributions") within sixty (60) days of the UFT notifying the Department. All such payments shall be deemed to be paid in the year received. In exchange, the UFT agrees to withdraw, with prejudice, the SEIS Arbitration and waives, releases and discharges the City and Department from all claims, actions, appeals or grievances of any type, known or unknown, which the UFT asserted, or could have asserted, against the City or Department in connection with the SEIS Arbitration.

(b) It is expressly understood and agreed that the receipt of such Settlement Distributions will not entitle any employee designated by the UFT to additional compensation or benefits under any compensation or benefit plan or agreement in place during the time period covered by the Agreement. The Settlement Distributions shall not be pensionable and shall not entitle any employee receiving a Settlement Distribution to any increased retirement benefits. The UFT, as the authorized exclusive bargaining representative, hereby waives on behalf of itself and any represented member receiving a Settlement Distribution any claim to the pensionability of the Settlement Distributions. It is also expressly understood and agreed that no pension contributions shall be taken from the Settlement Distributions. It is the intent of this Agreement that the Settlement Distributions provided for in this Paragraph 9 are the sole payments to be made to employees designated by the UFT under this Paragraph. The UFT represents that it is empowered as the exclusive bargaining representative to enter into this Agreement, including to waive the pensionability of the Settlement Distributions provided under this Paragraph. This Agreement may be used by the Department or by any benefit plan or fiduciary thereof as a complete and absolute defense to any such claim.

(c) The Parties agree that any arbitrator may retain jurisdiction in an award regarding the implementation of the award.

10. Indemnification: The City and DOE hereby agree that those individuals who are providing the use of their NYS SLP, NPI and Medicaid Billing or Non-Billing identification number, completing referrals, evaluations (including reevaluations), and Encounter Attendance session notes, and delivering "medically necessary services" are doing so as part of their normal duties and responsibilities as employees of the Department of Education in order to allow the City and the DOE to submit a claim for Medicaid reimbursement and is therefore within the scope of their public employment. Upon the employee's request, the City will provide for legal representation of such employees and indemnification for any judgment, decision, determination, order or disposition (including but not limited to a settlement agreement as approved by New York City Corporation Counsel pursuant to its normal procedures) to such employees as a result of administrative or legal proceedings that arise in connection with the DOE/City submitting a claim for Medicaid reimbursement provided that the employee was acting in the scope of his or her public employment, in the discharge of the employee's duties, was not in violation of any federal, state or City rule or regulation and was in acting in accordance with applicable policies of the City and the DOE.

All employees shall be provided with Medicaid compliance training during the regular work day and all compliance concerns shall be reported in a manner consistent with the NYCDOE Medicaid Compliance plan. Any employee of the DOE who reports such information may do so anonymously. No employee will be subject to retaliation, administrative disciplinary proceedings, a letter to file, or be discontinued for reporting in accordance with the NYCDOE Medicaid Compliance plan or refusing to

take any action that the NYCDOE Medicaid Compliance Officer or other agency or officer authorized to receive reports has agreed is a violation of federal, state and city law or regulations.

The provisions of this section 10 shall be in addition to any rights and/or remedies an employee may have pursuant to the law.

United Federation of Teachers

Local 2, AFT, AFL-CIO

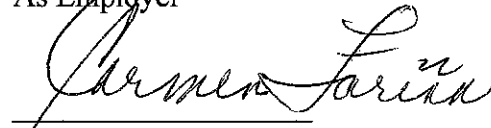


By: Michael Mulgrew
President

Date:

The Board of Education

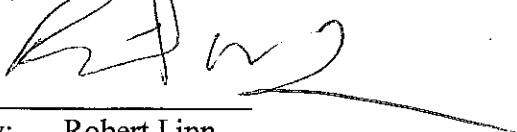
As Employer



By: New York City Department of Education

Date:

City of New York



By: Robert Linn
Commissioner
Office of Labor Relations

APPENDIX A

1. SESIS will recognize the employee and pre-populate the “service type” field in every encounter attendance.
2. SESIS will pre-populate (in an editable format) the following student information: group size; service type; service location; language; and start time (if pre-scheduled).
3. SESIS will reflect adjustments to service providers’ caseload within twenty-four hours.
4. SESIS users will be able to generate a service report without unnecessary columns.
5. The DOE will adjust the hours field to reflect hours within a regular school day.
6. The DOE will seek to create functions that will allow providers to (a) indicate provider absence for all encounters for the date of absence/provider non-attendance; and (b) view the last Encounter Attendance note for a particular student.
7. SESIS will allow modification of Encounter Attendance entries that have been “Saved” in Encounter Attendance but not certified. The DOE will emphasize the importance of using the “Save” function in Encounter Attendance to allow modifications to entries in trainings to staff.