

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (the "MOA" or "Agreement") by and between the Board of Education of the City School District of the City of New York (the "Board" or "Department") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the "Union" or "UFT") modifying the collective bargaining agreements between the Board and the Union 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 Department and the UFT except as expressly set forth herein.

### **1. PARENT TEACHER CONFERENCES**

All parent teacher conferences (i.e. afternoon and evening) set forth in the collective bargaining agreement shall be conducted remotely.

Meetings with parents/caregivers, may, upon request, occur in-person on a mutually-agreeable date and time during the contractual workday, other than the parent-teacher conference date, and such meeting shall be conducted in a manner consistent with the school safety plan.

### **2. COVERAGES**

All in-school coverages shall follow the current contractual provisions, including the employment of per diem substitute teachers. However, a Paraprofessional Classroom Manager may be assigned to cover classes as set forth in paragraph 8 below. There is no obligation to cover remote classes and remote teachers are required to maintain a reasonable number of asynchronous activities, including those created by VCS, that may be assigned to students in the event of a remote teacher absence.

### **3. PER SESSION**

Certain per session activities may be performed remotely and all postings (central and school level) shall indicate if the activity may be performed remotely. The DOE reserves the right to determine (i) whether an activity may be offered as remote work or in-person work, regardless if the activity was previously remote or in-person, and (ii) whether certain remote activities may be new activities. Retention rights earned in in-person activities will be honored if that activity is offered as remote work and will continue to be honored if that activity is subsequently offered as in-person work. If a retention rights holder is unable to perform a per session activity for reasons related to the blended learning model, she or he will not lose retention rights.

### **4. ITINERANT EMPLOYEES**

Until further notice, the following itinerant staff members are to report to their payroll school or other school as designated by their supervisor for their regularly assigned work hours:

- Psychologists
- Social Workers

- Guidance Counselors
- Speech Teachers
- Occupational Therapists
- Physical Therapists

In addition, the following staff will continue to work remotely until further notice, and with reasonable advance notice may be directed to report to a school:

- School based IEP team school psychologists and social workers should continue to provide remote services to all schools in their SY 2020-2021 cluster as per the finalized Pattern of Services (POS)
- Psychologists in training will continue to work remotely through October 1
- HES/VES staff
- Attendance Teachers
- Teachers of Homebound Instruction
- Teachers in Hospital Schools

The parties will meet to consult on changes to these conditions prior to notification as described above. Nothing in this section overrides paragraph 10 [Remote Programs] below.

## **5. CENTRALLY-FUNDED IEP TEACHER**

Centrally-funded IEP teachers shall be assigned to (i) prepare and participate in IEP meetings a minimum of (5) periods per week and (ii) provide evidenced based literacy interventions to students identified as at-risk and students with disabilities for a minimum of (7) periods per week.

The balance of the teacher's schedule will be programmed, at the discretion of the principal, for (i) providing additional literacy interventions; (ii) in the event a certified, in-person, teacher in the assigned school is not available, teach up to a maximum of ten (10) (if there are special education teachers in compensatory time positions) or fifteen (15) (if there are no special education teachers in compensatory time positions) additional periods per week; (iii) provide literacy instruction to students attending in-person and remotely for the balance of the work week. In the event an IEP teacher is scheduled to teach, to the greatest extent possible, IEP Teachers should be programmed to teach special Education ELA classes (ICT, self-contained). School supervisors will continue to allow IEP teachers to attend all required training.

## **6. TEACHER PROGRAMS**

Teacher programs shall follow the guidelines set forth in the Instructional Principles and Programming Guidance dated July 31, 2020 (annexed as Appendix X) and agreement dated August 25, 2020 (annexed as Appendix XX) (together the “Blended Learning Agreements”).

If schools wish to implement alternative programs and schedules that differ from the Blended Learning Agreements, such schools must utilize the SBO process.

A. If schools wish to implement their current instructional model as of the date of this Agreement, school leaders and chapter leaders may jointly present the model to the UFT members as an SBO proposal and the UFT members shall vote on this model in a manner consistent with the SBO process.

B. If schools wish to vary from the Blended Learning Agreements (including creating a program that varies from the current instructional model and/or modifying the components of the instructional day including but not limited to those listed below) school leaders and chapter leaders shall jointly present the model to the UFT members as an SBO proposal and the UFT members shall vote on this model in a manner consistent with the SBO process.

1. Instructional Coordination
2. Preparation Periods
3. Office Hours
4. Instructional Lunch
5. Work Day
6. Class Size
7. Teacher Programs
8. Mixed Modalities (blended in-person, blended remote and fully remote)

Livestreaming is an individual teacher’s choice and therefore shall not be included in any SBO proposal.

C. In the unique event that the Principal and Chapter Leader are not able to agree to bring the current instructional model, as described in A above, to an SBO vote, the Principal may, within 2 school days, request the intervention of the Superintendent and District Representative. The Superintendent and District Representative shall meet with the Principal and Chapter Leader in an attempt to find an acceptable modification that would be subject to an SBO vote. If the Superintendent and District Representative are not able to find an acceptable modification that would be subject to an SBO vote, the Superintendent may, within 2 school days, request the intervention of the Executive Superintendent and Borough Representative. The Executive Superintendent and Borough Representative shall meet with the Superintendent and District Representative in an attempt to find an acceptable modification that would be subject to an SBO vote. If, at any level, an acceptable modification is not brought to an SBO vote and approved, the Blended Learning Agreements must be followed.

All operational complaints regarding school blended learning programs shall be deemed resolved by either an approved SBO or compliance with the Blended Learning Agreements. In the event a school is not compliant with the Blended Learning Agreements and does not have an SBO, a complaint may be filed or continue through the Operational Resolution Process.

## **7. OPERATIONAL AND GRIEVANCE PROCESSES**

The *Reorganization Resolution Process during remote learning*, agreed upon on June 17, 2020, and the Operational Issues Agreement agreed upon on March 20, 2020 shall remain in full force unless otherwise agreed upon by the parties. The parties will meet monthly to review the process to determine when to resume the grievance process as outlined in Article 22, either in whole or in part.

## **8. PARAPROFESSIONALS**

Additional guidance on remote duties and responsibilities for paraprofessionals in remote settings is forthcoming.

On-site paraprofessionals, during their contractual workday, when they are not working directly with a specific student or class, maybe directed to:

- *assist with arrival and/or dismissal including busing*
- *assist with health screening upon entry*
- *provide student and parent outreach*
- *provide other administrative duties including but not limited to hall duty, cafeteria duty, attendance processing*

Paraprofessionals will not be required to stay in the school building for more than 6 hours and 20 minutes per day. Paraprofessionals will be expected to remotely perform the equivalent of 30 minutes of work.

### **Paraprofessional Classroom Manager**

DOE will post the position of Paraprofessional Classroom Manager. The Paraprofessional Classroom Manager will receive a per term stipend of \$1,750 to perform this work. Among those paraprofessionals that apply, priority will be given to those who have been accepted into the Lead Teacher Assistant (LTA) pool but have not been selected for an LTA position.

The duties of this position shall be to manage classrooms of students, under the general direction of a pedagogue, while the students:

- *perform independent work*
- *eat during non-instructional lunch*
- *are being instructed by a remote teacher during synchronous learning. In this scenario, the total class size (on-site students + remote students) for may not exceed pre COVID class size limitations for that subject area/grade level.*

In the event of an emergency, the Paraprofessional Classroom Manager may teach a scheduled class when no teacher is available to cover.

- If a Paraprofessional Classroom Manager is asked to do more than 5 such emergency coverages in a term, then the PCM will be paid the teacher's coverage rate (in addition to the stipend above).

The Paraprofessional Classroom Manager will not be expected to teach except in an emergency coverage situation as described above.

The DOE must have just cause for any discipline (up to and including discharge) of a Paraprofessional Classroom Manager for any conduct (incompetence and/or misconduct) that occurred while the Paraprofessional Classroom Manager was not under the direct supervision of licensed teacher.

### **Paraprofessional Lead Education Associate/Lead Teacher Assistant**

In addition to the duties and responsibilities for the class to which they are normally assigned set forth in the Lead Education Associate agreement between the parties, during the COVID period, a Lead Education Associate/Lead Teacher Assistant ("LTA") may provide emergency coverages and shall be compensated at the teachers' coverage rate (in addition to the LTA stipend).

## **9. OT, PT AND SPEECH WORKLOAD**

As indicated in Provision of Related Services During Blended Learning, related services may be provided either in-person, remotely or in a hybrid model. In support of the provision of Related Services during blended learning, and, for the 2020-2021 school year, Occupational Therapy, Physical Therapy and Speech services will be provided in the following configuration:

- Remote Providers will continue to provide up to eight (8) sessions per day
- In Person Providers will provide up to six (6) in-person service sessions per day paired with two (2) remote service sessions per day, for a total of up to eight (8) sessions per day
  - o In the event that in-person student enrollment or programming in a provider's assigned school(s) does not allow for six in-person sessions per day, providers may be assigned fewer in-person sessions and additional remote sessions as per the Supervisor, up to a total of eight (8).
  - o On days where a provider has a fully remote caseload, the provider will not be expected to report to the work site.
  - o Providers can choose to conduct remote sessions from the work site, if space is available.
  - o All efforts must be made to avoid having a provider report to the building to provide fewer than three sessions.
- In collaboration with school staff, providers should schedule in-person sessions in a manner that limits disruption in core instruction

- Remote sessions may be scheduled from the provider’s home or other remote location; a provider may work remotely from home before their first in-person session or following the completion of their last scheduled in-person session each day and any required non-IEP mandated activities that must be performed in-person (e.g., adjusting equipment)
- Sufficient time will be allotted between in-person sessions to clean any materials used during each session and support students in handwashing prior to returning to class
- As caseload allows, OT/PT/SP providers will continue to participate in, and/or complete in-person non-IEP mandated activities, including, but not limited to:
  - o Monitoring student use of adaptive equipment (including communication devices)
  - o Training of school staff in support of student success as appropriate
  - o Completion of in-person evaluations (as appropriate, aligned with contractual agreements, and in keeping with health and safety guidelines)
- OT/PT/SP providers are required to work their contractual number of work hours. However, providers may schedule remote sessions outside of the workday, at a time that is mutually agreed upon between the provider and family. In no case shall the combined required time in the building and the time for remote sessions exceed the contractual work time for the provider.
- Speech providers continue to be allotted the collectively bargained time for completion of encounter attendance entries for all scheduled sessions and OT/PT providers continue to prioritize SESIS among the tasks normally done during administrative time.

OT/PT/SP Supervisors will share additional information to providers during Back to School Orientation meetings.

**10. REMOTE WORK FOR UFT REPRESENTED EMPLOYEES NOT ON MEDICAL ACCOMODATIONS TO WORK REMOTELY**

A. Nothing in this section 10 shall alter the right of the teacher to take preparation periods remotely or the right of the paraprofessional to remotely perform the equivalent of 30 minutes of work.

B. All UFT-represented employees who have an in-person assignment, may perform some work duties remotely under the following conditions:

- their assigned duties can be performed remotely as outlined in the forthcoming Work Guidance, and
- students are not in the building, or all the students the UFT-represented employee is responsible for are not in the building, or the UFT-represented employee has no responsibility for any students who are in the building.

Supervisors may require in-person UFT-represented employees to remain on-site if needed.

Staff may prefer to complete their work from a DOE school/site and may do so if the DOE is able to provide the proper space and equipment, following all agreed upon safety guidelines and procedures.

C. UFT-represented employees who have no on-site duties or responsibilities, may work remotely. Except where stated elsewhere in this agreement, the principal may with reasonable advance notice direct such employees to conduct their duties on-site.

It is understood that schools will want to maintain some staff on-site, even if those staff members have remote assignments. A maximum of 20% of such employees as covered by this section 10C, may be required to work on-site on a given day. These on-site programs will be given to such employees who express a need or desire work on-site.

D. To the extent that some schools have a need for more full remote teaching positions than they have teachers with a need for medical accommodations, and a teacher is a documented primary caregiver of a family member that they live with and who have conditions that make them at higher risk for COVID-19 related complications as per the CDC, to the extent possible and as soon as practicable, the teacher shall be assigned to the full remote teaching position.

## **11. TRANSITIONING**

The parties will meet to jointly determine what sections of the agreement are relevant if schools need to transition between learning modalities.


## **12. TERM**

This MOA will sunset on June 30, 2021, unless both parties agree to extend, in writing, this MOA no later than May 1, 2021, or upon such time as schools resume full in-person instruction, whichever is earlier.

**United Federation of Teachers  
Local 2, AFT, AFL-CIO**

**The Board of Education of the City School  
District of the City of New York**

By: Michael Mulgrew  
Michael Mulgrew  
President

By:   
Richard Carranza  
Chancellor

Date: \_\_\_\_\_

Date: \_\_\_\_\_