

# FAQ for the DOE/UFT MOA (COVID-19)

The DOE and UFT developed a joint [Memorandum of Agreement](#) (MOA, 2020) that outlines duties and working conditions for all UFT-represented employees during the COVID-19 crisis. The MOA includes information about the following: Parent Teacher Conferences, per session, Operational and Grievance Processes. In addition, it outlines new information relative to teacher programs, related service providers, itinerant staff, the Centrally Funded IEP teacher, and paraprofessional duties during the COVID-19 crisis. Finally, the MOA details when UFT represented employees may perform work remotely.

## Principal or Chapter Leader Support

Superintendents, Senior Field Counsel, and the Office of Labor Relations are integral resources for principals and will provide guidance, support, and direction regarding the implementation of this MOA. Chapter Leaders should reach out to the District Representative for support.

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## Remote Work for UFT Represented Employees not on Medical Accommodation

### **1) What titles are eligible to work remotely according to the terms of the MOA?**

A. This applies to all UFT-represented employees only.

### **2) If a UFT-represented employee does not have any on-site duties or responsibilities, can they work remotely?**

A: Schools should continue programming staff for in-person instruction to the maximum extent possible and are not required to create full or partial remote programs or assignments.

Staff members may work remotely only if: (1) their assigned duties can be performed remotely, and (2) students are not in the building or their students are not in the building, or they do not have any responsibility for any students in the building, and they are not otherwise needed on-site, as determined by their supervisor.

Even if a staff member qualifies for remote work according to the above criteria, principals may require up to 20% of the staff working remotely (not including those with medical accommodations) to remain or report onsite (e.g., for coverages, required in-person meetings, fulfilling in-person IEP mandates). Staff members who are remote can be notified by their supervisor to report to work in-person with reasonable notice. Supervisors should provide as much notice as possible and Superintendents will work to support schools in this effort and meet with district representatives to discuss any issues that may arise. To the extent possible, notice should be given during

the work day preceding the day they are required to work in person (with notice given on Friday if the employee is needed to report on the following Monday). In the event of an emergency and such advance notice cannot be provided, staff shall be contacted by their supervisor by DOE email and/or via text or phone call (if they prefer, and if they choose to provide their phone number).

**For more information: [UFT-Represented Employees: Guidance for Working Remotely without Accommodations](#)**

**3) When is the earliest that UFT-Represented Employees with remote programs or remote duties can begin working remotely?**

A. This provision is not in effect until October 5, 2020. Please see below regarding specific reporting guidance for [itinerant employees](#).

**4) If an in-person teacher is programmed for in-person classes in the morning, but all remote classes in the afternoon, can they perform their afternoon responsibilities remotely?**

A. Yes. If needed, supervisors may require in-person UFT-represented employees to remain on-site.

**5) Q. If an in-person teacher is programmed for in-person classes in the morning and remote classes in the afternoon, can they be assigned an in-person coverage in the afternoon?**

A. Yes, during an afternoon professional period/C6.

**6) Can an in-person paraprofessional who is assigned to a 1:1 student be required to report in person to assist with AM/PM bus duty and hall duty?**

A. Yes. In this scenario, the employee has “on-site duties” and therefore is not eligible for remote work (other than the 30 minutes of remote work that is available outside of the instructional day; see [paraprofessional section](#) below).

**7) What are the rules regarding assigning remote teacher programs?**

A: All efforts shall be made to assign teachers to a program that is exclusively of one type (in-person or fully remote or blended remote). In the limited instances where a teacher has a partial program of one type, the balance of the teacher’s program may be of another type. This requirement may be modified via SBO.

Teachers with approved medical accommodations must be assigned to remote teaching programs.

In some cases, schools may have more fully remote programs for teachers than they have teachers on approved medical accommodations. In these cases, to the extent possible, principals should give priority to teachers who:

- Request a fully remote program, and
- are documented primary caregivers of a family member who (1) they live with and (2) are at higher risk for complications from COVID, pursuant to CDC guidance.

This provision only mandates placement “to the extent possible.” There may be reasons placement isn’t possible, including but not limited to:

- there is no available fully remote program and we are not required to create one for these teachers, or
- they do not have the appropriate credentials for the program that is available

**For more information: [UFT-Represented Employees: Guidance for Working Remotely without Accommodations](#)**

***NOTE: Further guidance for applying for this provision is forthcoming.***

**8) If a teacher or other employee has a remote program, but prefers to work from the school building, can they?**

A: Yes, provided that there is available and proper space and equipment, and subject to safety guidelines and procedures.

**9) Does this agreement change the ability to have a remote preparation period?**

A: No.

**10) Are schools required to create full remote programs or schedule remote teaching periods consecutively?**

A: No. Schools should continue to program in a manner that best meets the students' instructional requirements.

All efforts shall be made to assign teachers to a program that is exclusively of one type (in-person or fully remote or blended remote). In the limited instances where a teacher has a partial program of one type, the balance of the teacher's program may be of another type. This requirement may be modified via SBO.

## **Centrally Funded IEP Teachers**

**11) How many periods can Centrally Funded IEP teachers be programmed to teach?**

A: The number of teaching periods for a Centrally Funded IEP Teacher cannot exceed 15 periods in a week. If there are any special education teachers in the school that hold compensatory time positions, then the Centrally Funded IEP teachers cannot be assigned to more than 10 teaching periods in a week.

**12) Does the recent MOA have any impact on school-funded IEP teachers?**

A: No. The MOA only impacts centrally-funded IEP teachers.

**13) Are there any required components of a Centrally-Funded IEP Teacher program?**

A: Yes. Centrally-Funded IEP teachers' programs have two required components: (1) prepare and participate in IEP meetings a minimum of five (5) periods per week and (2) 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 program is determined by the school supervisor however there is a limit to the number of teaching periods per week.

**14) Are schools required to release Centrally-Funded IEP teachers for central training?**

A: Yes. Training for Centrally-Funded IEP will be remote; however, teachers must be released for the time needed to attend mandated training.

**15) Can a school supervisor assign the Centrally-Funded IEP teacher to any open teaching assignment available?**

A: To the greatest extent possible, IEP Teachers should be programmed to teach Special Education ELA classes (ICT, self-contained); however, if not possible and/or coverage is required in another special education period, then the teacher may be assigned to cover that period.

## **Parent Teacher Conferences**

**16) Will parent-teacher conferences be in-person?**

A: No, all scheduled parent-teacher conferences (afternoon and evening) will be done remotely.

**17) Can a parent/guardian request an in-person meeting?**

A: Yes, 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.

**18) Can a teacher be required to participate in an in-person conference?**

A: Yes, subject to the conditions in the previous answer, unless the teacher has an approved medical accommodation.

**19) Can schools do an SBO that will combine parent-teacher conferences to one day?**

A: Additional guidance regarding SBOs is forthcoming. Schools may approve an SBO that adjusts the Parent Teacher Conference dates consistent with DOE policy. Please check the Principals' Digest for updates.

**20) Can a school supervisor require documentation regarding parent outreach efforts?**

A: Yes. School supervisors may require that teachers keep a log of outreach efforts (date/time, parent, brief note) and logs can be reviewed and discussed during professional conversations on an as-needed basis. A sample log is located [here](#).

**21) Are teachers required to pre-schedule parent teacher remote conferences?**

A: Teachers may be required to pre-schedule parent teacher conferences and school supervisors should work with their teaching staff to establish the most efficient way to schedule these conferences, and the DOE can provide additional support to do so.

**22) How long are evening parent teacher conferences?**

A: For all schools that are on a 6 hour and 50-minute model, the evening parent teacher conference is 2 hours and 30 minutes. The afternoon parent teacher conference is 2 hours. Any school not on a 6 hour and 50-minute day should consult the Office of Labor Relations.

**23) If a parent(s) or caregiver(s) is/are unable to attend remotely and requests a make-up remote conference, when does the make-up conference occur?**



A: Teachers shall work with parents who request a make-up remote conference to identify a mutually-agreeable date and time during the contractual work day for a make-up remote conference and such conference should be scheduled outside of the student instructional day and during non-instructional time.

## School Models, Schedules & Programs

### **24) How does this agreement relate to the Instructional Principles & Programming Guidance and the Blended Learning Class Size Agreement?**

A: The DOE and UFT agreed that schools should utilize the instructional model set forth in the Instructional Principles and Programming Guidance Document (July, 2020) and the Blended Learning Class Size Agreement unless modified by a School Based Option ("SBO"). If a school has a model currently in place that does not align to the Blended Learning Agreements (see below), then they must use the SBO.

### **25) How do we resolve issues where there are teachers who have multiple modalities?**

**A:** Note that according to the MOA, schools should try, to the greatest extent possible, to program teachers for one modality (e.g., fully remote, fully-in-person), but can program teachers to multiple modalities if needed (e.g., program breakage, etc.). If the school-wide program design is based on teachers teaching in mixed modalities, then they must utilize the SBO process.

### **26) If a school developed an instructional model that is not consistent with the Blended Learning Agreements -- for example all teachers have**

**some in-person classes and some remote classes -- can the school use the current model?**

A: Yes, provided it is approved through the SBO process. The DOE and UFT agreed that if school communities are operating in a different instructional model and wish to continue with it, 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.

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.

**27) How does this agreement impact an open operational issue(s) that was filed regarding a school's program?**

A: Given that schools have the ability to approve the current instructional model with an SBO, the related operational issue may be moot as resolved. The operational issue will resume only if the school is unable to resolve through the SBO process.

**28) What parts of the Blended Learning Agreements can be changed in the SBO process?**

A: In addition to standard contractual provisions (e.g. start/end times and class size and parent teacher conferences) the following items in the Blended Learning Agreements can be changed via SBO: Instructional Coordination, Preparation Periods, Office Hours, Instructional Lunch, Work Day, Class Size, Teacher Programs and Instructional Modalities (blended in-person, blended remote and fully remote). Schools cannot, among other things, change the length of the students' instructional day.

**29) Are these the only items that can be subject to an SBO vote this school year?**

A: No, many traditional SBO modifications can be done and additional guidance will be released.

**30) Does this agreement change the SBO process?**

A: No, however, in the unique circumstance that the school's current program does not comply with the Blended Learning Agreements and the principal and chapter leader do not agree to bring that program to an SBO vote, they should follow the new negotiated escalation process to attempt to find a resolution that includes the superintendent and UFT district representative.

In the event an agreement cannot be reached to bring the program to an SBO vote, the school must be programmed in accordance with the [Blended Learning Agreements](#).

**31) Does the escalation process described above apply to all SBOs?**

A: No, it applies only to SBOs related to the Blended Learning Agreements.

### **32) What is livestreaming?**

A: Livestreaming is when an in-person teacher teaching in-person students broadcasts their classroom to remote students at the same time they are teaching in-person students.

### **33) Can a teacher be required to livestream?**

A: No. Livestreaming is an individual teacher's choice and cannot be mandated by any supervisor or be included in the SBO process.

## **Per Session**

### **34) Are schools permitted to create remote per session activities?**

A: Yes. The recent DOE-UFT MOA specifically permits remote per session work.

### **35) Has anything changed with respect to how per session activities are created and posted?**

A: No, schools still determine what per session activities shall be created (subject to DOE budget approval), the selection criteria and duties and responsibilities.

### **36) Can a per session posting indicate that the activity is in-person?**

A: Yes. There are certain tasks (e.g., bus duty or AM/PM study group between the end of the instructional day, in-person tutoring, and busing, etc.) that may only be able to be performed in-person.

**37) What happens if a remote teacher holds retention rights to a position that can only be done in-person?**

A: If a retention rights holder is unable to perform a per session activity due to a medical accommodation, she or he will not lose retention rights.

**38) If a school had a per session activity that was previously in-person and is now remote, is the school required to honor retention rights?**

A: Yes, if, aside from the transition from in-person to remote, it is the same activity (e.g. study prep and only difference is now via video).

## Coverages

**39) How does this MOA impact coverages?**

A: All in-school coverages shall follow the current contractual provisions, including the employment of per diem substitute teachers. However, a Paraprofessional Classroom Manager or Lead Teacher Assistant may be assigned to cover classes.

**40) Are schools obligated to cover a remote teacher's absence?**

A: No. Schools do not need to cover remote classes in the event a remote teacher is absent. School are permitted to cover the absent teacher if they

choose to do so. Principals should work with remote teachers to ensure that asynchronous activities are available.

## Paraprofessionals

### **41) Have there been any changes to the duties that may be assigned to paraprofessionals?**

A: Yes. Paraprofessionals may be assigned to the following tasks when they are not working directly with a specific student or class:

- 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

### **42) Are all paraprofessionals permitted to work remotely 30 minutes per day?**

A: Yes. All in-person paraprofessionals shall be permitted to work remotely for 30 minutes per day. Paraprofessionals will not be required to stay in the school building for more than 6 hours and 20 minutes per day. However, scheduling of the paraprofessional is still at the discretion of the principal.

### **43) When is the paraprofessional 30-minute remote work time scheduled?**

A: Schools have the flexibility to schedule remote work at the start of the day (e.g., paraprofessionals work day begins at 8am; remote work from 8-8:30am

and then on-site 8:30-2:50pm) or at the end of the day (e.g., paraprofessional begins on-site at 8am through 2:20pm and remote work subsequently).

**44) What tasks shall be assigned to paraprofessionals during the 30-minute remote work time?**

A: Please see [additional guidance](#). In general, paraprofessionals are expected to continue to support their assigned students (e.g. student outreach, communication, review of work), teachers and colleagues, and perform related tasks as well as be available to confer with colleagues as necessary.

**45) Q: If a paraprofessional is assigned to an in-person student(s), can the paraprofessional still be required to remain on-site for other on-site responsibilities such as bus duty or health screening?**

A: Yes. 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*

**46) What is the Paraprofessional Classroom Manager Position?**

A: This is a posted position. [This guidance](#) includes details about the position, including a template that can be tailored by the school leader. The Paraprofessional Classroom Manager (PCM) will receive a per term stipend of \$1,750 to perform the additional work set forth below. Priority will be given to

paraprofessional applicants that 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; and/or are being instructed by a remote teacher during synchronous learning.

In the event of an emergency, the PCM may teach a scheduled class when no teacher is available to cover. If asked to teach more than five (5) emergency coverages in a term, then the PCM will be paid the teacher's coverage rate (in addition to the \$1,750 stipend).

#### **47) Are schools required to offer this position?**

A: No this is an individual school leader decision. Schools that opt to offer this position must post the position.

## **Itinerant Employees**

#### **48) What are the reporting instructions for Itinerant employees?**

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

- Psychologists;
- Social workers;
- Guidance counselors;
- Speech teachers;
- Occupational therapists; and
- Physical therapists.



School-based IEP team school psychologists and social workers should continue to provide remote services from their payroll school, to all schools in their cluster for the 2020-21 school year, as per the finalized Pattern of Services (POS).

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:

- Psychologists-in-training will continue to work remotely through **October 1**; and
- Hearing Education Services/Vision Education Services (HES/VES) staff.

## Grievance and Operational Issues

### 49) Can teachers resume filing grievances?

A: No. The DOE and UFT have agreed that, at the moment, the regular contractual grievance process is temporarily on hold. However there are two processes that are currently in place and may be utilized by teachers/chapter leaders: (1) the Reorganization/Program Process [insert link from Spring] and (2) the Paperwork and Operational Issues. If schools receive a complaint or grievance please consult Office of Labor Relations; UFT-represented employees should consult the grievance department at the UFT.