

MEMORANDUM OF AGREEMENT

(UFT MNI)

This Memorandum of Agreement (the "MOA"), entered into on September, 23 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 Teachers of the Homebound, 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, including but not limited to standards pertaining to duplicative or overly burdensome paperwork, except as expressly set forth herein.

- A. As a result of the continuing impact of COVID-19, for SY2021-22, the New York City Department of Health and Mental Hygiene (DOHMH) has determined that certain additional groups of students would qualify for Medically Necessary Instruction, who might not have qualified in prior years. Instruction for students with medical conditions that necessitate interim education services outside of the school building, which was previously referred to as "Home Instruction," will be referred to as "Medically Necessary Instruction." This reference shall in no way alter any working condition other than expressly set forth herein, including but not limited to retention rights. Service in per session Home Instruction and per session Medically Necessary Instruction are interchangeable, including but not limited to retention rights.
- B. Students receiving Medically Necessary Instruction will fall into one of three categories:
- 1) One-to-one In-Home (In-Home), meaning the student receives one-to-one in-home instruction. Students receiving In-Home are traditional Homebound students;
 - 2) One-to-one Remote (Remote), meaning the student receives one-to-one remote instruction. Students receiving Remote are traditional Homebound students;
 - 3) Small Group Remote (Small Group), meaning the students receive instruction remotely in small groups as defined below.
- C. Teachers of the Homebound, including per session employees, shall only be assigned to In-Home, Remote, or both in the following manner:
- 1) Teachers shall be surveyed as to their preference for a fully In-Home, or fully Remote, or combination of both. To the extent feasible to meet the needs of the students and program, preference shall be granted in order of seniority in the Division.
 - 2) Teachers assigned to In-Home and/or Remote shall work under the conditions in the CBA, including but not limited that the maximum number of students during the regular workday shall be six and session length remains unchanged.
 - 3) Teachers assigned to Remote shall work from a designated DOE site.
- D. UFT represented employees currently assigned to the Alternate Learning Centers (ALC Staff)
- 1) ALC Staff
 - a. may be assigned to small group instruction or 1:1 remote to provide additional supports to those students when appropriate.
 - b. may **NOT** be assigned to 1:1 In-Home students.
 - c. shall instruct remotely from their ALC site, if assigned MNI students.
 - 2) Employees with Accommodations shall instruct remotely from a location consistent with their accommodation.
 - 3) Teachers assigned to Small Group under this section shall be programmed consistent with contractual provisions that correspond with the student population of their assignment. For example, teachers assigned to elementary students will be covered by Article 7C. The maximum number of students during the regular workday shall be fifteen (15) per class.
 - 4) ALC Staff shall not be assigned to in-person suspended students and remote MNI students during the same period.
- E. Health, Safety, & Operational Protocols for Teachers of the Homebound (In-Home)
- 1) Family responsibilities in order to receive in-home Home Instruction.
 - a. Complete survey prior to teacher arrival to determine if an air purifier is needed which will be provided by DOE
 - b. Instruction space must be well ventilated and windows must be left open during instruction
 - c. All members of household at home during instruction must wear a mask during instruction

- d. Household, especially instructional area, will be ventilated & sanitized prior to employee arrival
 - e. Complete a Student/Household Daily screening via screening app
 - f. Family will report any positive cases in the household to Assistant Principal and teacher will be advised immediately
 - g. Maintaining distance between student and teacher
 - h. Bathroom access will be provided for the teacher
- 2) Appropriate instructional technology shall be provided by DoE
 - 3) Home Instruction employees shall be provided enhanced PPE including:
 - a. KN95 masks
 - b. Face shields
 - c. Gowns
 - d. Hand sanitizers
 - e. Gloves
 - 4) Teachers will not go into a home where there is a positive case
 - 5) If there is a positive case the Situation Room will contact teacher and family and provide appropriate protocols.
- D. All matters addressed in this MOA shall be resolved through the Paperwork and Operational Issues process set forth in Article 8(l) of the UFT-Board Collective Bargaining Agreement Covering Teachers as modified by Paragraph 6 of the October 11, 2018 Memorandum of Agreement between the parties.
- F. 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

Randy J. Asher

Digitally signed by Randy J. Asher
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Date: 2021.09.24 14:52:36 -04'00'

for DOE