

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (the "MOA"), entered into on August 30, 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 the creation of digital classrooms, 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.

This MOA applies only to school-based personnel and is non-precedential and shall neither permit nor prohibit any prior practices around the use of digital classrooms. 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. This agreement is limited to the emergency closure (in full or in part) of a classroom or school as described herein and this agreement neither permits nor prohibits the implementation of a digital classroom in other circumstances.

### **1. Digital Classroom Setup:**

- a. Between September 9, 2021 and October 1, 2021, school-based teachers and mandated related service providers (OT/PT, Guidance, Psychologist, Social Worker, Audiologist, Lab Specialist) shall set up their digital classrooms using an approved DOE platform. Digital classrooms must link to all assigned students and include the necessary materials for the first day of an emergency closure. Schools have the discretion to provide the funding for other titles to prepare for digital learning provided such funding is available for all UFT represented employees in that title within that school.
- b. School-based teachers and mandated related service providers shall not be required to upload any additional content (other than what is required above) to these classrooms more than 24 hours prior to any closure. This provision is not intended to limit any pre-COVID practices regarding communications to students or parents.
- c. School-based teachers and mandated related service providers on payroll as of October 1, 2021 shall be paid \$225.00 via supplemental check on or about October 31, 2021 for set up of digital classroom(s) as described in this section.
- d. School-based teachers and mandated related service providers coming on to payroll after October 1, 2021 may submit standard timekeeping documentation to receive the compensation in item "c" above.
- e. All employees covered by this section shall be paid four (4) hours at the per session rate or applicable hourly rate to prepare for digital learning, each time more than half of the employees' students are reprogrammed at one time.

## 2. **Use:**

- a. The digital classroom shall only be required:
  - (1) to conduct remote parent-teacher conferences;
  - (2) to conduct *synchronous* instruction on snow days, and in the case of health-related or other emergency closures whereby an entire classroom or entire school is closed for in-person learning;
  - (3) to provide *asynchronous* assignments on Election Day as described in 3c below;
  - (4) to provide *asynchronous* assignments and in the case of health-related or other emergency closures whereby a classroom is partially closed for in-person learning for a subset of students as described in 3b below; and/or
  - (5) to conduct *synchronous* instruction for students in the in the event a school-based teacher or other mandated related service provider is required to quarantine and is able to work remotely, including in the event of a health-related or other emergency closure whereby a classroom is partially closed for in-person learning for a subset of students.
- b. Employees will not be required to use digital classrooms:
  - (1) to provide regular instruction for individual students who are absent outside of the closures described herein.
  - (2) to create digital bulletin boards, newsletters, or any other type of regular, ongoing communication with students and families.
- c. Teachers will not be required to upload lesson plans to digital classrooms.

## 3. **Parameters:**

- a. In the event of a full classroom or full school closure, school-based teachers and other mandated service providers will engage students via remote synchronous instruction.
  - (1) School-based teachers and other mandated related service providers shall only be required to share content via these classrooms that is necessary to effectively engage students and provide instruction during the emergency closure. As is the case in physical classrooms, teachers shall have professional discretion regarding lesson planning.
  - (2) Providing instruction in a digital environment may parallel instruction in a physical environment.
- b. In the event of a partial classroom closure where a subset of students is quarantined, school-based teachers and other mandated related service providers who are not directed to quarantine will engage quarantined students via remote asynchronous instruction and be

available for Office Hours as described herein. They will continue to engage in-person students via in-person instruction, as they would have prior to quarantine.

- (1) School-based teachers and other mandated related service providers shall only be required to share content via these classrooms that is necessary to effectively engage students and provide instruction during the emergency closure. As is the case in physical classrooms, teachers shall have professional discretion regarding lesson planning.
- (2) School-based teachers and other mandated service providers shall conduct Office Hours as described herein.
  - a. Office Hours may include, but are not limited to, the following activities (determined by the school-based teachers and other mandated related service providers): posting of asynchronous assignments, synchronous individual or small group student questions/conferences or tutorials; email with students; and/or check-in regarding current assignments.
  - b. For each partial closure of two or more days, school-based teachers and other mandated related service providers shall be paid two (2) hours per session or the applicable hourly rate per each school week impacted by the partial closure and an additional (1) hour per session or the applicable hourly rate per additional course (not for each section) for Middle and High School teachers. School-based teachers and other mandated related service providers may request additional hours based on workload and approval shall not be unreasonably withheld. A minimum of one of the two hours each week must be dedicated time during which students can connect with school-based teachers and other mandated related service providers and get help with instruction.
  - c. Office Hours sessions shall be conducted at the school-based teacher or mandated related service provider's discretion:
    - (1) during the regular contractual work day as a paid preparation periods or lunch periods and/or
    - (2) after school paid at the per session rate or the applicable hourly rate at a time that is suggested by the school-based teacher or other mandated related service provider and subject to supervisory approval of the suggested time (*note: no obligation to post per session activity*).
    - (3) School-based teachers and other mandated related service providers shall be required to record all time worked in a manner consistent with current timekeeping policy.

- c. For Election Day, schools are required to support content creation and to upload appropriate material to deliver remote, asynchronous instruction to students via the digital classrooms. The DOE will provide four (4) hours of per session funding per grade and core subject level as compensation to complete the aforementioned tasks (*24 hours of per session for each elementary school, 48 hours for each middle school, 64 hours for each high school*). Schools may also pay per session for content creation in non-core subject areas. Per session activities shall be posted at the school level in a manner consistent with the contract and regulations.
- d. Remote Work: In the event all of the students in a school-based teacher's or mandated related service provider's program are fully remote, the employee shall be permitted to work remotely (synchronous and on camera), however, the principal may with reasonable advance notice direct the school-based teachers and/or mandated related service providers to conduct their duties on-site.

4. **Evaluation:**

Observations for evaluative purposes may only be conducted within digital classrooms with 24 hours prior notice. In no event will any observation for evaluative purposes be conducted within a digital classroom on the first day of an emergency closure.

5. **Enforcement:**

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 as set forth in the CBA. In the event that the Central Committee cannot agree on the resolution to any such issues, the issue shall be referred to the UFT President and the Chancellor or their designees for resolution.

6. **Term:**

This MOA will sunset on June 30, 2022, unless both parties agree in writing to extend this MOA, no later than May 1, 2022.

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

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



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Michael Mulgrew, President

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Meisha Porter, Chancellor