# UFT/DOE Guidelines to Resolve Operational Issues

Operational issues are filed and escalated when the Blended Learning Agreement is not being followed without an approved SBO or PROSE vote. In the event there are operational issues, the first step is to try to resolve at the local level between the Principal and the Chapter Leader. Issues that cannot be resolved at the school may escalate to the Superintendent and District Representative for resolution. Failure to resolve the operational issue will result in the issue being brought to the Central Operations Committee, a group empowered by both President Mulgrew and Chancellor Carranza to resolve the issues and may result in reprogramming the school.

In some cases, the assignment/hiring of additional staff to the class may be a possible resolution in addition to or in lieu of remedies listed below.

**SBO Guidance**: Principals and Chapter Leaders should work together to determine if there is a resolution pathway via SBO to modify one or more elements of the Blended Learning Agreement or the standard Collective Bargaining Agreement. Escalation protocols for specific situations are defined in the MOA and additional support is available via the FAQ.

**Model Change Guidance**: Schools that wish to modify the model being implemented, including adding a remote day or changing the in-person frequency, should do so via the model exception request. Effective immediately, model changes may not be done via SBO and must go through the model exception process. In cases where work condition changes are contingent on remote day exceptions, stipulations shall cite the remote day exception.

## MULTIPLE MODALITIES

<table>
<thead>
<tr>
<th>Multiple Modality Issue</th>
<th>Possible Remedies</th>
</tr>
</thead>
</table>
| **Blended Remote & Fully Remote** or Blended In-Person in elementary school & Blended Remote or Fully Remote during the **same** teaching period | **A written resolution, or an SBO vote, or a stipulation may indicate**  
- remote prep during IC time, and/or  
- prep during C6 time, and/or  
- conducting office hours remotely outside of the school day provided the teachers communicate consistent office hours to students/families.  
Fully remote class size limits apply to combined Blended & Fully Remote classes |

| **Blended In-Person in secondary school & Blended Remote or Fully Remote during the **same** teaching period** | **A written resolution, or an SBO vote, or a stipulation may indicate**  
- remote prep during IC time, and/or  
- prep during C6 time, and/or  
- conducting office hours remotely outside of the school day provided the teachers communicate consistent office hours to students/families.  
Fully remote class size limits apply to combined Blended Remote & Fully Remote classes |

| **Blended & Fully Remote & Blended In-Person during the **same** teaching period** | **A written resolution, or an SBO vote, or a stipulation may indicate**  
- Pro-Rated Shortage area pay for duration of assignment, and  
- remote prep during IC time, and/or  
- prep during C6 time, and/or  
- conducting office hours remotely outside of the school day provided the teachers communicate consistent office hours to students/families.  
Fully remote class size limits apply to combined Blended Remote & Fully Remote classes |

| **2 or More Modalities during different teaching periods** | **A written resolution, or an SBO vote, or a stipulation may indicate**  
- remote prep during IC time, and/or  
- prep during C6 time, and/or  
- conducting office hours remotely outside of the school day provided the teachers communicate consistent office hours to students/families.  
Fully remote class size limits apply to combined Blended & Fully Remote classes |

**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.**
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## MULTIPLE GRADE LEVEL ISSUES

In general education Pre K-5, reprogram to the extent possible to avoid multi grade classes or use SBO to address.

<table>
<thead>
<tr>
<th>Multiple Grade Level Classes</th>
<th>Possible Remedy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary teachers with students in multiple grades excluding properly departmentalized classes, cluster teachers, Special Education, and ESL/ENL</td>
<td>A written resolution, or an SBO vote, or a stipulation may indicate</td>
</tr>
<tr>
<td></td>
<td>• Pro-Rated Shortage area pay for duration of the assignment</td>
</tr>
<tr>
<td></td>
<td>Fully remote class size limits apply to combined Blended Remote &amp; Fully Remote classes.</td>
</tr>
<tr>
<td>Any teachers assigned more than one special education program designation during the same teaching period e.g. ICT and 12:1:1</td>
<td>A written resolution, or an SBO vote, or a stipulation may indicate</td>
</tr>
<tr>
<td></td>
<td>• Pro-Rated Shortage area pay for duration of the assignment</td>
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<td>Fully remote class size limits apply to combined Blended Remote &amp; Fully Remote classes.</td>
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</table>

## CLASS SIZE VIOLATIONS

School must try to balance classes to reduce to contractual limits

<table>
<thead>
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<th>Division</th>
<th>Possible Remedy</th>
</tr>
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<tr>
<td>Elementary Schools</td>
<td>A written resolution, or an SBO vote, or a stipulation may indicate:</td>
</tr>
<tr>
<td>1-5 students above <strong>CBA class size</strong>*: Additional preparation time as provided for teachers teaching multiple modalities (see above). If a teacher is already receiving additional preparation time for multiple modalities via an operational resolution at any level, and they are assigned a class over by 1-5 students, the teacher will receive payment for 1 coverage per week, retroactive to date of overage and for as long as overage exists.</td>
<td></td>
</tr>
<tr>
<td>6 students to a half-class above <strong>CBA class size</strong>: Payment for 2 coverages per week, retroactive to date of overage and for as long as overage exists.</td>
<td></td>
</tr>
<tr>
<td>More than half-class above <strong>CBA class size</strong>: Shortage pay retroactive to date of overage and for as long as overage exists.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Cluster and departmentalized classes will be considered comparable to secondary school class load.</td>
</tr>
<tr>
<td>Secondary Schools</td>
<td>A written resolution, or an SBO vote, or a stipulation may indicate:</td>
</tr>
<tr>
<td>1-5 students above <strong>total caseload as defined in the Blended Learning Agreements</strong>: Additional preparation time as provided for teachers teaching multiple modalities (see above). If a teacher is already receiving additional preparation time for multiple modalities via an operational resolution at any level, and they are assigned a class over by 1-5 students, the teacher will receive payment for 1 coverage per week, retroactive to date of overage and for as long as overage exists.</td>
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</tr>
<tr>
<td>6 students to a half-class above either <strong>CBA class size or total caseload as defined in the Blended Learning Agreements</strong>: Payment for 2 coverages per week, retroactive to date of overage and for as long as overage exists.</td>
<td></td>
</tr>
<tr>
<td>More than half-class above either <strong>CBA class size or total caseload as defined in the Blended Learning Agreements</strong>: Shortage pay, retroactive to date of overage and for as long as overage exists.</td>
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</table>

## ADDITIONAL TEACHING PERIODS

As part of the written resolution, either an SBO vote or a stipulation may indicate Shortage area pay, pro-rated for number of periods per week (1 to 5) and pro-rated for length of assignment **(above contractual limits by division)**