It is the intention of both parties to incorporate the following into an overarching memorandum of understanding that is made in relation to the COVID-19 pandemic and the DOE response thereto:

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.

## • Virtual Content Specialist (VCS)

- The VCS will provide instructional content for both onsite and remote instructors. The VCS will:
  - Create instructional content aligned to the course scope and sequence and relevant learning standards that can be uploaded to a school's chosen learning platform. Instructional content will include video recorded mini-lessons, supplemental assignments, materials differentiated for a variety of learners, and sample rubrics and grading criteria.
  - Curate instructional content to make it available to other teachers.
  - Participate in and facilitate routine professional learning
  - Collaborate with other VCSs
  - Where applicable, collaborate with teachers during the instructional coordination period.
  - UFT members who become VCSs will apply and be selected via posting.

## • Fully Remote Teacher

- Teachers assigned to a program, of fully remote students will engage with their students every day in both synchronous and asynchronous learning.
- The contractual class size limitations as per CBA shall apply.
- The total number of students for whom a fully remote teacher may be responsible shall be up to the full class size limitation x the typical number of teaching periods as per the CBA (Example in HS: 34 x 5 = 170).
- Fully Remote Teachers may choose to use materials provided by a Virtual Content Specialist (VCS), as available.

## • Blended Learning Teachers:

Blended learning on-site and blended learning remote teachers will share responsibilities for students participating in the blended learning model.

- Blended Learning On-site Teachers:
  - The total number of students an in-person teacher shall serve in the classroom will not exceed health and safety guidelines for social distancing, not to exceed contractual class size limitations as per the CBA.
  - The total number of students for whom an in-person teacher may be responsible for shall be up to the full class size limitation x the typical number of teaching periods as per the CBA

(Example in HS: 34 x 5 = 170).

- Teacher teams will use instructional collaboration time to ensure instructional continuity. Teacher teams will have the discretion to determine how to share teaching responsibilities, including but not limited to: assessment, grading, office hours, and parent engagement.
- Blended Learning In-Person Teachers may choose to use materials provided by a Virtual Content Specialist (VCS), as available.

- Blended Learning Remote Teachers:
  - The total number of students a blended learning remote teacher shall serve per teaching period shall not exceed a number that is twice the contractual class size limitation as per the CBA.
  - The total number of students for whom a blended learning remote teacher may be responsible for shall be up twice the full class size limitation x the typical number of teaching periods as per the CBA (Example in HS: 2 x 34 x 5 = 340).
  - Teacher teams will use instructional collaboration time to ensure instructional continuity. Teacher teams will have the discretion to determine how to share teaching responsibilities, including but not limited to: assessment, grading, office hours, and parent engagement.
  - Blended Learning Remote Teachers will provide synchronous instruction to all students in the team caseload not on site that day.
  - The Blended Learning Remote Teacher may choose to use materials provided by a Virtual Content Specialist (VCS), as available.

It is not the intention of the parties to create an undue burden on any UFT member. Such concerns and the terms set forth herein shall be subject to the dispute resolution process defined in the March 20, 2020 MOU, as modified by any subsequent agreement. School year 2020-21 will not be considered in analysis of history in any allegations of class size violations.

8/25/20

Beth Norton, UFT General Counsel

Randy J. Asher

Randy J. Asher, NYCDOE DCEO Labor Policy