

MEMORANDUM OF UNDERSTANDING

Between

The Board of Education of the City School District of the City of New York (the “DOE” or “Board”)

And

The United Federation of Teachers, Local 2, AFL-CIO (the “UFT”)

(the “Agreement”)

WHEREAS, the nation is currently in the middle of a novel coronavirus disease 2019 (“COVID-19”) pandemic; and

WHEREAS, on March 7, 2020, the Governor of the State of New York declared a disaster emergency for the State of New York related to COVID-19; and

WHEREAS, on March 12, 2020, the Mayor of the City of New York declared a state of emergency for New York City related to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed the COVID-19 outbreak in the United States a national emergency; and

WHEREAS, DOE school buildings will be closed to students from March 15, 2020 until at least April 20, 2020; and

WHEREAS, the DOE and the UFT wish to work collaboratively to preserve the continuity of learning for students to the greatest extent possible during this time of unprecedented crisis; and

WHEREAS, the DOE and the UFT recognize that there will be a need for flexibility during this period of interruption and an ability to adapt to changing circumstances as they may arise;

NOW, THEREFORE, the DOE and the UFT hereby agree that:

1. Any modifications to the terms and conditions of employment for UFT members, and all processes set forth in the collective bargaining agreements, or any other agreements, that are made in relation to the COVID-19 pandemic and the DOE response thereto have been agreed to as a precautionary measure in response to the global emergency and to ensure the safety of staff and to preserve the continuity of learning for the students of New York City to the greatest extent possible.
2. Any such modifications shall not be precedential.
3. The parties may agree to rescind or alter any such modifications as COVID-19 circumstances change, or as otherwise necessary or appropriate.
4. Any Operational Issues, as defined by the collective bargaining agreement, or any other issues related to remote learning working conditions, that arise during the remote learning period resulting from the COVID-19 pandemic 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, with the following modifications:
 - a. The Chapter Leader and Principal will have 2 school days to resolve a complaint raised by a member
 - b. The District Representative and the District Superintendent will have 2 school days to resolve a complaint that cannot be resolved at the school level, the Central Committee will be copied on any complaints that are elevated to the district level;

- c. The Central Committee will meet remotely on a weekly basis, or earlier if critical, during the remote learning period, as necessary, to resolve any complaints that cannot be resolved at the district level.
5. 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. This agreement is in effect for the duration of the remote learning period that is in effect in response to the COVID 19 pandemic and shall expire at the end of this remote learning period unless the parties agree otherwise in writing.

AGREED and ACCEPTED, on this ^{20th} day of March, 2020, BY:

For the UFT:



Beth A. Norton, General Counsel

For the DOE:

Howard Friedman

Howard Friedman, General Counsel