

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
CSEA, Inc., Local 1000, AFSCME, AFL-CIO, Local 871, Unit 8256**

WHEREAS, the Averill Park Central School District (“District”) and the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, Local 871, Unit 8256 (“Association”) are parties to a collective bargaining agreement for the term of July 1, 2016 to June 30, 2021 (“Agreement”); and

WHEREAS, the Novel Coronavirus (COVID-19) has been declared a pandemic and New York State, County (in some cases), and Federal governments have declared states of emergency (herein collectively “states of emergency”); and,

WHEREAS, the outbreak of COVID-19 may result in the cessation of traditional school operations for several weeks and the parties desire to set forth understandings that protect the long-term interests of both parties while allowing work rule flexibility to provide the best conditions for students and school workers alike; and,

WHEREAS, the Governor of the State of New York has declared a state of emergency and issued a new Executive Order on March 16, 2020 (No. 202.4) which, in part, ordered the closure of schools commencing no later than March 18, 2020 (some schools had closed or cancelled classes earlier, until at least until April 1, 2020, which may be extended by the Governor (hereinafter “period of closure”); and,

WHEREAS, the New York State Education Department (“SED”) issued additional guidance on this topic on March 17, 2020; and,

WHEREAS, this situation is evolving on an almost daily basis and the parties wish to enable the maximum amount of collaboration to protect the health and safety of staff and students while continuing to provide for whatever student support is reasonably necessary; and,

WHEREAS, the parties understand that this state of emergency is without precedent and the impact is difficult to assess, but wish to set forth the following terms of understanding.

IT IS HEREBY AGREED AS FOLLOWS:

PAY AND BENEFITS:

1. During the period of closure, unit members will continue to be paid as described below and they will be expected to perform or be prepared to perform duties as required by the School District either at school buildings or remotely consistent with any such Orders or Guidance from SED as is described below. Any continued eligibility for additional pay such as stipends or

compensation for sports or any other extra-curricular activities will be addressed between the parties separately.

2. Any unit member directed to work and who performs such work shall continue to receive their base pay and benefits plus any overtime for which they become eligible. Any unit member who is directed to not report to work during the period of closure shall not suffer any loss in base pay compensation or benefits, nor be charged accrued leave time. The District shall continue to pay members base pay compensation (defined as the regular rate of pay or annualized salary as calculated using the employee's hourly rate during the customary workweek), in exchange for the members availability and ability to perform job-related duties during such times during the period of closure as may be reasonably expected by the District under the then current health situation as directed by the State or Local Departments of Health or other governmental agency, including any Executive Orders.

3. Existing health insurance, including but not limited to medical, dental and vision coverage, if such insurance is offered under the Agreement, shall be maintained during the entirety of the school closure in accordance with the terms set forth in the Agreement.

4. Employees shall still be permitted to use leave accruals during the closure as per the Agreement, in accordance with the terms of the Agreement.

WORK EXPECTATIONS:

5. During the period of closure, unit members will continue to be paid as described above and they will be expected to perform or be prepared to perform duties as required by the School District either at school buildings or remotely consistent with any such Orders or Guidance from SED as is described below. Any assigned work will be consistent with the unit member's normal job duties. However, unit members may volunteer to support the community effort of supporting students by engaging in actions that are not consistent with their normal duties.

6. A unit member who otherwise becomes unable to perform responsibilities during the closure, and who would normally be able to charge an absence to leave accruals, may do so as per the Agreement, in which case leave accruals will be charged as per the Agreement. The Unit Member may be required to provide evidence of inability to perform duties (e.g. a physician's note, Department of Health directive, or other reasonably available evidence). However, it is understood that under the current circumstances, obtaining any such evidence may be difficult.

7. Employees who have not previously been directed to work during the period of closure shall remain ready to report for work when the District authorizes clearance for the resumption of on-site attendance consistent with any Governor's Order. Prior to a required reporting date, the District will certify in writing or via email that all work locations have undergone Center for Disease Control ("CDC"), or other applicable agency, recommended cleaning procedures. The District agrees to give at least 24-hour notice to all unit members when expected resumption of on-site attendance is required.

8. If there is a reported exposure to Covid-19 following resumption of an on-site work schedule, the District shall certify in writing or via email that CDC, or other applicable agency, recommended cleaning procedures were completed after learning of such exposure and prior to allowing employees to return to their work location. Employees, other than unit members previously directed to report to work, shall not return to the work location until cleaning has been completed.

9. Any unit member who is required to report to work on school property during the District closure shall receive the proper training, cleaning supplies and personal protective equipment according to applicable regulations if their work requires such training, cleaning supplies, or personal protective equipment.

10. Any unit member who is required to report to work during the District closure and either a) contracts the COVID-19 virus or b) is quarantined due to the COVID-19 virus and cannot report to work, shall remain on payroll without charge to leave accruals. The Unit Member may be required to provide evidence of inability to perform duties (e.g. a physician's note, Department of Health directive, or other reasonably available evidence). However, it is understood that under the current circumstances, obtaining any such evidence may be difficult.

11. Any unit member required to care for a family member residing in the household who has been quarantined or has contracted the COVID-19 virus shall be permitted to remain out of work for a period of fourteen (14) calendar days, and shall continue to receive their normal compensation and benefits without charge to leave accruals. The District may require medical documentation attesting to such.

12. No unit member serving on an approved leave of absence prior to March 13, 2020 which extends to during the interval when the period of closure occurs will be required to perform responsibilities during the period of the previously approved leave. Following expiration of any such leave, they may be expected to perform duties, even if such expiration occurs during the period of closure. Unit members are expected to keep the School District informed of the status of any previously approved leave and provide medical documentation for any continuation of any previously approved leave.

CONTINUED TERMS AND APPROVALS:

13. Any modification to, or waiver of, the collective bargaining agreement agreed to, or tolerated by the parties during this COVID-19 state of emergency will not serve as a waiver or precedent against either party at any time in the future under any circumstances. Any such change in terms and conditions will cease and not continue once the state and federal emergency declarations are ended and students are returned to school. If the parties wish to continue any changes to the present terms and conditions of employment after such date, they will mutually do so in writing.

14. This Memorandum of Agreement shall sunset upon the later of the end of the period of closure as determined by the Governor, or other governmental agency, or June 30, 2020, whichever occurs later.

15. This Agreement represents the full agreement between the parties, and shall be subject to approval by the Board of Education of the District.

16. This time period is unprecedented and any actions taken by either party (e.g. continued pay or members volunteering to do things in a different manner or not normally performed by them) will not constitute a precedent for either party in any future situation nor be introduced as such by either party. This agreement shall not serve as precedent for any current or future grievances, petitions, cases or proceedings in any administrative, State, Federal or other forum, by either party, except to enforce its terms.

17. The parties agree that the application of this Agreement is subject to the grievance procedure of the Agreement.

DATED: March___, 2020

FOR THE ASSOCIATION:

Nancy Ryan
President CSEA

Alex Molinas
CSEA, LRS

FOR THE DISTRICT:

Dr. James Franchini
Superintendent of Schools