Paula Tibbitts

From: Anita Murphy <anita.murphy@neric.org>
Sent: Monday, July 20, 2020 8:32 AM
To: Aaron Bochniak - Schenectady City; Alicea, Jaime; Anibal Soler Jr (asoler@bataviacsd.org); Antonio Abitabile (aabitabile@lansingburgh.org); Brian Bailey - RCS; Brian Dunn - Middleburgh; Carl Mummenthey - Cobleskill-Richmondville; Carol Pallas - Schalmont; Cosimo Tangorra - Nisky; David Blanchard - Schoharie; David Perry - South Colonie; dcorr@ncolonie.org; Frank Macri - Voorheesville; Jack Etter (jetter@gccs.us); Jennifer Spring - Cohoes; jniedermeier@duanesburg.org; Jody Monroe - Bethlehem; Joseph Dragone; Joseph Kardash (jkardash@rcsd.k12.ny.us); Kaweeda Adams - Albany City; Kimberly Ross - Green Island; Lori Caplan - Watervliet; Lynne Wells; Marie Wiles - Guilderland; Maureen Long - Menands; Oliver Robinson - Shen; Patterson Green - Sharon Springs; Paul Padalino (ppadalino@kingstoncityschools.org); pmcgrath@bhbl.org; Rebecca Stone; Shannon Shine - Mohon; Slentz, Kenneth; sswartz@sgcsd.net; Tarkan Ceng (tceng@jeffersoncsd.org); Thomas Reardon - Schalmont; Tim Ryan; Timothy Mundell - BKW
Cc: Jennifer Bennett; Adrienne Leon; Lauren Gemmill; Mark Jones; Michael Doughty
Subject: NYSUT MOA Template
Attachments: 7.16.20 NYSUT MOA viaJBLL Reopening CAUTION.pdf

Good morning,
If you have not seen this – this is the CoVid19 MOA template that NYSUT has pushed out.
Anita

TEMPLATE for a
MEMORANDUM OF AGREEMENT

AGREEMENT made this ____ day of _____ 2020, by and between the _____School District ("District') and the Association ("Association").

WHEREAS, the Association and the District are parties to a collective bargaining agreement covering the period_____; and,

WHEREAS a state of emergency has been declared by New York State concerning the outbreak of the COVID-19 virus; and,

WHEREAS the prevalence of COVID-19 is reducing throughout New York State; and,

WHEREAS the District and the Association anticipate that should COVID-19 continue to recede among the population throughout the summer of 2020 school will open in September; and,

WHEREAS, even with such remission, it is anticipated that certain health related requirements and recommendations will be made by governing officials and agencies for schools to operate; and,

WHEREAS, the District and the Association recognize that many adjustments will be necessary to the routine operation of the District in order to comply with the health-related requirements and recommendations in order to operate schools; and,

WHEREAS, it is expected that throughout the 2020-21 school year multiple adjustments and may be necessary in form, frequency and modality for delivery of instruction, resulting the parties anticipating a need to revisit this agreement throughout the year for updates and adjustments,

NOW, THEREFORE, the parties agree as follows:

1. *Insert Provision relating to employee use of mask, District provided, materials, employee elected alternatives, exceptions*
2. *Insert Provision related to student use of masks. District provided, materials, employee elected alternatives, exceptions/alternatives*
3. *Insert provision related to cleaning. Table and desk surfaces, doorknobs, water fountains, white/blackboards. Who cleans? How frequently? Materials used?*
4. *Insert provision related to employee health assessment. Temperature check, health log, app-based? If log, are questions asked appropriate and relevant? Privacy protections?*
5. *Insert provision related to bus and transportation protocols. Students checked assessed on bus? Outside bus? By whom?*
6. *Insert provision related to spacing in classes, 6' unless therapeutically/pedagogically necessary for closer.*
7. *Insert provision related to protocols for positive COVID test employee, student. Quarantine procedures.*
8. *Insert provision related to procedures for employee to request extended leave due to high risk status and sick leave usage, if any.*

9. *Insert provision related to building entrance and exist protocols, spacing requirements*
10. *Insert provision related to hallway design flow, spacing requirements*
11. *Insert provision related to meal protocols, operation of cafeteria line protocols and alternatives for food purchase and location of eating*
12. *Insert provision related to large class gatherings such as band, physical education, etc. and distance issues (assuming such classes will be permitted to occur in school)*
13. *Insert provision for length of work day, if different from CBA.*
14. *Insert provision related to class assignments, course preparations limits, prep time, lunch time, duty free? if different from CBA.*
15. *Consider if workweek is better determined by obligation of total hours per week (rather than daily assignment)*
16. *Insert provision related passing time in hallways, limitations on distance between assigned classrooms, if different from CBA.*
17. *Insert any adjustment related A/B days, how courses will run, any class pro-rating across days?*
18. *Insert provision related to lesson plans. Homework assignments, online posting and recording role of digital tools for portions of classes?*
19. *Insert provision related to adjustments needed for special education and PPS staff*
20. *Insert provision related to requirements for student review/looping (if any) additional assignment, additional compensation?*
21. *Insert provision related to adjustment if shift to remote work/ closures are necessary.*
22. *Insert provision related to technology and procedural for continual learning specifics, including content development and delivery.*
23. *Insert provision related to access to technology for delivery of instruction and District obligations*
24. *Insert provision related to impact of adjustment on APPR appeal standards.*
25. *Insert provision related to observations classroom, remote?*

26. All terms and conditions of the collective bargaining agreement between the District and the Association are in full force and effect. Entering into this agreement shall not modify the collective bargaining agreement. Rather, this Agreement shall apply only for the specific and limited purpose of addressing the unique challenges presented by the outbreak of COVID-19 for the first academic quarter of the 2020-21 school year. The parties agree to continually assess the situation as it is highly fluid and as such, it should be renewed and/or adjusted on a quarterly basis. It shall not set any precedent or practice regarding any aspect of the Agreement. This Agreement shall expire and be of no further force and effect upon the conclusion of the first academic quarter (November _____, 2020), unless extended in writing by the parties.

27. This Agreement shall not be admitted into evidence in any judicial or quasi-judicial forum including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose enforcing the provisions of this Agreement. Such enforcement proceeding shall be initiated by the Association in accordance with the grievance and arbitration provision of the collective bargaining agreement.

28. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Association	School District
By: _____	By: _____
President	Superintendent of Schools
_____	_____
Date	