

BOARD OF EDUCATION, YONKERS CITY SCHOOL DISTRICT (“District”)

AND

THE YONKERS FEDERATION OF TEACHERS (“YFT”)

WHEREAS, the District and the YFT are parties to a collective bargaining agreement in effect through June 30, 2021;

WHEREAS, on March 7, 2020 the Governor of the State of New York issued an Executive Order declaring a state disaster emergency for the entire state due to travel related cases and community contact transmission of the Novel Coronavirus (“COVID-19”) occurring in New York State; and

WHEREAS, on March 13, 2020 the Mayor of the City of Yonkers declared a state of emergency in the City due to emergency conditions produced by COVID-19 that threaten or imperil the public safety of its citizens;

WHEREAS, on March 16, 2020 the Westchester County Executive declared a state of emergency in the County due to the emergency conditions produced by COVID-19 that threaten or imperil the safety of its citizens;

WHEREAS, due to the exceptional circumstances caused by the COVID-19 pandemic and resultant state of emergency, the parties wish to enter into an agreement setting forth the procedures that will be followed for continuity of instruction during school closures due to COVID-19;

WHEREAS, the CBA will remain unchanged except as expressly modified herein:

THEREFORE, it is hereby stipulated and agreed by and between the parties that:

1. In order to provide for continuity of instruction during the days that school buildings are closed due to the COVID-19 virus pandemic, all YFT unit members shall work their regular school day remotely. All YFT unit members shall have 3.5 office hours during the workday, when they will deliver instruction and/or be available for students and parents. Office hours need not be consecutive and shall be scheduled between 7:00 a.m. and 8:00 p.m. at the discretion of the YFT unit member.
2. During office hours YFT unit members shall be available and will check their email and respond to parents and students and administrators if needed. The balance of the school day shall be unassigned and used for YFT unit member preparation which includes planning, research and other duties as applicable to the members' respective titles.
3. YFT unit members¹ must post their daily availability on a weekly basis on the official building based teacher's web page by no later than 11:59 p.m. on the Friday before the start of the learning week.² YFT unit members may adjust these hours as needed and will post the adjusted hours by 8:00 p.m. the night before or as soon as possible after learning of the need for the adjustment.

¹ Teaching assistants shall post their availability on their collaborating teacher's webpage.

² Teachers in need of tech support can contact the Yonkers Help desk at 914.376.8637 or helpdesk@yonkerspublicschools.org. Additionally, instructions for accessing the class webpage are available on the District website under the Staff tab.

4. Teachers are expected to post daily assignments and post them on their district web page no later than 8:00 p.m. the night before. It is understood that some assignments will require more than one day of work on the part of the students. The amount of work assigned should be at the discretion of the teacher so as not to be onerous to the student.
5. Teachers may use any of the district recognized electronic platforms e.g. Microsoft Teams, Class Dojo, Remind, Zoom, Outlook, Microsoft 365, Bloomz, Edmodo, Band, School Wires/Blackboard, Google Classroom, Schoology, Seesaw, YouTube, etc. The use of synchronous teaching is voluntary on the part of the individual teacher. If it is determined that the district will remain closed for the balance of the 2019-2020 school year, the district reserves the right to institute the use of a single platform. The district will work collaboratively with the YFT to institute the single platform and will provide professional development as needed.
6. Teaching Assistants shall coordinate with the teacher to determine how best to assist in meeting students' needs.
7. Faculty meetings, 8:05 meetings, department meetings, and/or staff development meetings will continue as per the CBA following the established schedule as of October 1, 2019 (congruence, PLC, grade level teams, common planning and other group meetings are expected to be scheduled during these times as well). Secondary and early start schools shall have two additional 35 minute faculty or department meetings, to be

held on their regularly scheduled faculty meeting days. The intent is to have a weekly meeting with the faculty.

8. Meetings will be conducted using Zoom and/or Microsoft Teams and attendance is required. Teachers may elect to participate in the meeting via audio only, but must identify themselves on the call.
9. Shared Decision Making (SDM) and Teachers Interest Committee (TIC) meetings will be held one time per month at agreed upon times during the workday, but outside of the teachers' office hours. These meetings will not be held on Friday afternoons.
10. Building level instruction and PD based communications with YFT unit members either via connect ed or email shall take place between 8:00 a.m. and 8:00 p.m., Monday through Friday.
11. YFT members shall maintain a record of all interactions with students and families. Such record shall include the date, time, name of student/guardian/administrator, topic and form of communication (e.g. date: 3/30/20, time: 9:45 a.m., name of student/guardian/administrator: John Doe, student and Jane Doe, principal, topic: ELA, Math, form of communication: via email).
12. YFT members are expected to communicate every other day, unless there is no change, to administrators the names of students who are or who are not (whichever is less) completing daily assignments. A list of families who requested paper instructional packets will be provided to the building principals for distribution to the individual teachers. Teachers shall not

be disciplined for the number of students who fail to log in, complete assignments or communicate with teachers.

13. To the extent Special Education (district level, full committee and/or school based sub-committee) meetings are arranged relating to the CSE/CPSE process, attendees will participate remotely. YFT members may elect to participate in the meeting via audio only but must identify themselves on the call. To the extent materials for Special Education purposes are required, YFT unit members may choose to pick up the materials, or may contact the Special Education Department and, if retrievable, the materials will be made available electronically or by delivery. Prior to the start of the meeting, the chair of the meeting shall elicit verbal consent from the parent. A record of this consent shall also be maintained in writing by the district. Every participant is expected to maintain confidentiality. The district shall undertake reasonable efforts to verify the identities of meeting participants. These meetings shall take place during YFT unit members' office hours.
14. Workdays shall follow the regular school calendar as amended by this agreement. The District will publish guidance on best practices for distance learning.
15. Teachers retain their rights to privacy with respect to personal devices used for District business during the closure.
16. If a teacher needs supplies, materials or the use of a laptop, they shall email their respective building principal and the principal will coordinate

retrieval or will work with central office for the purchase of these materials. For example, manipulatives, markers, chart paper, books, etc.

17. During times when schools are mandated to be closed for reasons related to COVID-19, all salaried YFT members, regular substitute teachers and per diem teachers who are covering for a teacher out on leave, who are working from home, as provided herein, will continue to receive all salary and benefits that they are entitled to under the CBA between the YFT and the Yonkers Board of Education.

18. Per diem substitutes, assigned to cover prep periods at an assigned elementary or prek-8 school and report to that school on a daily basis when school is open, will continue to receive all salary and benefits that they are entitled to under the CBA between the YFT and the Yonkers Board of Education. Those per diem substitutes assigned to cover prep periods will keep abreast of instruction being provided in their assigned classes and will be available to assist or cover instruction for those teachers. Per diem substitutes assigned to cover prep periods for teachers will receive assignments from school administration and may include, but not be limited to:

- Cover for teachers who are absent for the day or may be participating in special education meetings;
- Check in with teachers daily either by email/text/phone;
- Work with teachers to provide lesson enrichment activities;
- Assist teachers with reviewing individual student work and assessments;
- Work with teachers to assist and support students who are struggling with assignments;

- Support teachers and/or administrators to communicate with families in their preferred language;
- Develop engaging and creative tasks and projects for students and families;
- May support and/or assist with webpages/social media to keep information updated.

19. All absences shall be reported using AESOP. YFT unit members³ who are absent shall post on their school webpage that they will not be available that day. The teacher will indicate, "I am unavailable today. If you need immediate assistance, please contact (Enter Name of the School Administrator Here)."

20. The District shall publish the specific procedures it has or will implement for deep cleaning or sanitizing, including but not limited to, identifying cleaning products and the cleaning schedule.

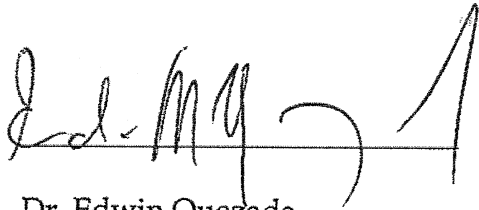
21. The YFT and the District shall continue to discuss student grading and attendance and teachers' APPR upon receipt of further guidance from New York State.

22. This agreement shall expire and have no further force and effect, except for enforcement, upon the reopening of schools or June 26, 2020, whichever is earlier, unless extended by written agreement.

23. Nothing in this agreement shall be construed as a waiver by the YFT of any right under the Taylor Law.

³ Teaching assistants shall post their availability on their collaborating teacher's webpage.

24. Except as modified herein for the limited period of applicability of this Memorandum of Agreement, all provisions of the parties' collective bargaining agreement shall remain in full force and effect.
25. This agreement is made to apply to the instant situation and shall not constitute a practice or precedent between the parties.
26. This agreement shall not be modified unless in writing signed by both parties.
27. This agreement shall be effective upon approval by the Board of Education.



Dr. Edwin Quezada,
Superintendent
Yonkers Public Schools

Date: 4/01/2020



Samantha Rosado-Ciriello,
President
Yonkers Federation of Teachers

Date: 4/01/2020