

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

**AND**

**THE YONKERS FEDERATION OF TEACHERS (“YFT”)**

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 absences that are or will be documented as related to COVID-19;

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

1. Absences taken by salaried employees on or after March 2, 2020 during times when schools are open shall be excused and the employee shall

receive their customary pay without charge to their sick or leave accruals, up to a maximum of 21 calendar days, when the absence is the result of one of the following:

- a. A confirmed case of COVID-19 where the employee is under quarantine or isolation in accordance with a directive issued by the Westchester Department of Health (DOH) or other state or federal health agency.
- b. Where an employee is symptomatic and under investigation for COVID-19 infection and required to remain absent as directed by DOH or other state or federal health agency.
- c. Where an employee has been in close contact, as per the Center for Disease Control and Prevention (CDC) guidelines (e.g. within 6 feet for a prolonged period of time) with an individual who has a confirmed case of COVID-19 and needs to undergo testing and/or self-monitoring requiring absences from work, as directed by DOH or other state or federal health agency.
- d. Where an employee has recently returned to New York from countries/areas designated by the CDC or DOH as high risk requiring absences for self-quarantine or self-monitoring.
- e. Any other Case where an individual employee has specifically been ordered or directed to be quarantined, isolated, or absent for self-monitoring by an administrator and/or the DOH related

to COVID-19 including any quarantines recognized by DOH from other public health agencies.

2. Employees who are absent for the above stated reasons, and provide the required documentation, will not have absences charged to their sick or leave accruals for the duration of the period they need to be out per the guidelines of the applicable health agency or up to a maximum of 21 calendar days, whichever is less.
3. Absences in excess of 21 calendar days will be charged to the employees sick or annual leave accrued time.
4. Employees who have exhausted their sick or annual leave days may apply for sick bank in accordance with terms of the CBA between the YFT and the Yonkers Board of Education.
5. Medical clearance is mandatory prior to returning to any YPS assignment for any employee who has been out of work for one of the reasons set forth above and has or had symptoms associated with COVID-19 and/tested positive for COVID-19.
6. To qualify for an excused absence under this agreement the employee must submit documentation to the Human Resources Department establishing that the absence falls under one of the above-referenced categories. This documentation must include:
  - a. medical documentation from a Doctor of Medicine; and/or
  - b. confirmation by the the YPS Health & Wellness Services that it was in contact with the employee and issued a directive that the

employee leave work and/or remain home in accordance with the directives of the DOH or other state or federal health agency; and/or,

c. documentation of travel.

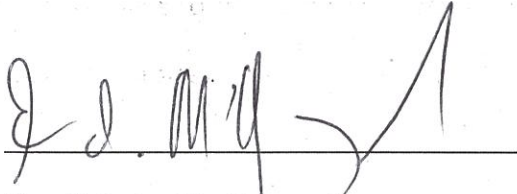
7. The YPS Health & Wellness Services will provide any employee who is or was directed to leave work and/or remain home with documentation of the request. This documentation may be in the form of an email from a member of the YPS Health & Wellness services or other written confirmation of the request.
8. Any Federation bargaining unit member who was/is directed by a supervisor to leave their workplace shall receive such directive in writing. If none was provided, the District shall provide this documentation.
9. This agreement will expire and have no further force and effect as of May 1, 2020 unless extended by written agreement.
10. 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 unchanged.
11. This agreement is made to apply to the instant situation and shall not constitute a practice or precedent between the parties, and this Agreement will automatically expire, and be of no force or effect, except for enforcement when schools reopen.

12. This agreement shall not be modified unless in writing signed by both parties.


13. This agreement shall be effective upon approval by the Board of  
Education.

Date: 3/20/2020

Date: 3/19/20



Dr. Edwin M. Quezada  
Superintendent  
Yonkers Public Schools



Samantha Rosado-Ciriello  
President  
Yonkers Federation of Teachers