

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. In order to provide for continuity of instruction during the days that school buildings are closed due to the COVID-19 virus pandemic, Yonkers teachers

shall be available to assist students for 3.5 hours each day, inclusive of annual review meetings, if applicable. Such hours need not be consecutive and shall be scheduled at the discretion of the teacher. Teachers must post their availability on either a weekly or daily basis on the official Yonkers Public Schools building based website by no later than 8:00p.m. the preceding day.¹

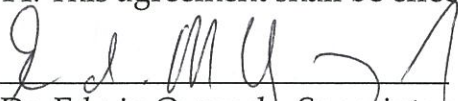
2. To the extent Special Education meetings are arranged relating to the CSE/CPSE process, attendees will participate remotely. To the extent materials for Special Education purposes are required, teachers may choose to pick up the materials, or may contact the Special Education Department and, if retrievable, the materials will be made available electronically or by delivery.
3. Workdays shall follow the regular school calendar as amended by this agreement. The District will publish guidance on best practices for distance learning. The preceding sentence shall in no way be construed as a waiver of any right, under the Taylor Law, to bargain over the impact of implementation of the distance learning program.
4. Teachers retain their rights to privacy with respect to personal devices used for District business during the closure.
5. 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


¹ 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.

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.

6. Per diems 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 will keep abreast of instruction being provided in their assigned classes and will be available to assist or cover instruction for those teachers.
7. Salaried YFT members on unpaid leave who as of March 17, 2020 were cleared to return to work and were scheduled by the Human Resources Department to return to work between March 18, 2020 and March 31, 2020, will be returned to payroll. If the employee does not return to work by April 1, 2020, the employee will be placed back on unpaid leave.
8. Salaried YFT members who are on paid leave will not have absences charged to their sick or leave time accruals between March 16, 2020 and March 31, 2020 while schools are closed.
9. 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.

10. This agreement will expire and have no further force and effect as of April 1, 2020 unless extended by written agreement.
11. 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.
12. 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.
13. This agreement shall not be modified unless in writing signed by both parties.
14. This agreement shall be effective upon approval by the Board of Education.


Dr. Edwin Quezada, Superintendent
Yonkers Public Schools


Samantha Rosado-Ciriello, President
Yonkers Federation of Teachers

Date: 3/19/2020

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