

12-10-20
SUPPLEMENTAL MEMORANDUM OF AGREEMENT
BY AND BETWEEN
AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
AVERILL PARK TEACHERS' ASSOCIATION

WHEREAS, the Averill Park Central School District ("School District") and the Averill Park Teachers' Association ("Association") are parties to a collective bargaining agreement for the period July 1, 2019 through June 30, 2023 ("Agreement"); and

WHEREAS, the parties entered into a COVID-19 MOA dated September 2, 2020 ("COVID MOA") designed to promote creativity and collaboration in these difficult times so as to produce this type of conversation and mutual consideration; and,

WHEREAS, the parties have discussed the issue of individual teachers requesting to work remotely under a variety of conditions and the parties wish to afford the School District the discretion to grant such requests on a case-by-case basis in a manner that addresses the needs of the School District (e.g. instruction) and the needs of the professional members of the Association; and,

WHEREAS, paragraph 1(H) of the COVID MOA allows that MOA to be amended to reflect new situations as they arise.

THEREFORE, IT IS AGREED THE COVID MOA IS AMENED AS FOLLOWS:

1. Any member of the bargaining unit who has a demonstrated disability under applicable law and is requesting a reasonable accommodation will be addressed through those procedures. This Supplemental MOA does not address that situation.

2. Any member of the bargaining unit who wishes to request the ability to work remotely from home rather than from a school building and is not disabled, will follow the following process:

a. Such members will submit their request via email on the form provided by the School District to the Superintendent of Schools at least one work day prior to the requested commencement of such remote work, if possible;

b. The request must state the time period of remote work requested (e.g. length of time in days or otherwise) and the particular circumstances supporting the request;

c. To be considered, the request must be from a member whose duties are able to be performed remotely and do not require them to be present in a school building to perform their duties;

d. Any member who is approved for such remote work remains obligated to perform all of their job duties and work their normal work day;

e. Any member granted remote work under this Supplemental MOA may have such approval rescinded should it later be determined by the Superintendent that the member's duties cannot be fully performed remotely at any time; and.

f. The Superintendent's determination to grant or deny any request or rescind any previously granted request is entirely in his discretion. Any decision may not be appealed or grieved in any way.

3. As with the underlying COVID MOA, all the terms set forth therein apply including, but not limited to, this Supplemental MOA expiring on June 30, 2021, and not constituting precedent by either party in any future situation. Unlike the COVID MOA, this Supplemental MOA is not subject to be grieved under the parties' Agreement.

4. This Memorandum of Agreement is subject to approval by the Board of Education.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Dr. James Franchini
Superintendent of Schools

Terrence Miller
President

DATE:_____

DATE:_____