

1-13-21
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 who may be required to remain at home for child care issues related to COVID-19 and how such situations will be handled by the School District and have arrived at the following understandings; 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 a need to stay home as a result of child care issues related to COVID-19 will first be assessed pursuant to the Supplemental MOA dated December 15, 2020 for the possibility of remote work. In the event telework is approved, there is no need for the member to use any accrued leaves. Members who qualify for the New York State Paid Sick Time Act applicable to COVID-19 remain eligible for leave under that Act consistent with its terms.

2. If remote work is not deemed appropriate by the Superintendent of Schools and the NYS Paid Sick Leave Act is inapplicable or has been previously exhausted by the member, the member shall have access to leave for child care related to COVID-19 as follows:

- a. The member shall first exhaust any remaining accrued personal leave;
- b. If the member is eligible for vacation leave, they shall then exhaust any vacation leave;
- c. If the above leaves are exhausted, the member may convert, on a one-time basis, up to ten (10) days of accrued sick leave to personal leave for use in this situation;

d. The total of the above days utilized of the above categories 2(a-c) combined may not exceed ten (10) days of leave used during the remainder of the 2020-2021 school year; and,

e. If the above have been exhausted, the only option remaining is unpaid leave.

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:_____