

**1-19-21**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**AVERILL PARK CENTRAL SCHOOL DISTRICT**  
**AND**  
**CSEA**

**WHEREAS**, the Averill Park Central School District (“School District”) and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO for the Averill Park School District Unit of the Rensselaer County Education Local 871 (hereinafter referred to as the "Union" or "CSEA") for the period July 1, 2016 through June 30, 2021 (“Agreement”); and,

**WHEREAS**, the parties have discussed the issue of individual members of the Union 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.

**THEREFORE, IT IS AGREED 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 for whether they may perform their duties pursuant to telework (i.e. work from home). The determination of the appropriateness of telework shall be entirely in the discretion of the Superintendent of Schools. 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. This agreement shall not serve as precedent for any current or future grievances, petitions, cases or proceedings in any administrative, State, Federal or other forum, by either party, except to enforce its terms.

4. This Agreement is subject and subordinate to all Federal and State laws, rules and regulations, including any Executive Orders, DOH, or SED directives enacted or to be enacted concerning any of the issues addressed by this Agreement.

5. This MOA does not serve as a waiver of the Union's rights to collectively bargain any mandatory topic which may arise or as a waiver of the District's right to refuse to bargain any non-mandatory or prohibited topic, as such terms are defined by the Taylor Law and as interpreted by PERB and the courts.

6. This Memorandum of Agreement shall sunset upon the earlier of a Governor's Executive Order declaring an end to the pandemic emergency and to resume normal school operations or June 30, 2021, whichever occurs first.

7. 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

\_\_\_\_\_  
Nancy Ryan  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR CSEA:

\_\_\_\_\_  
Alex Molina  
LRS