

MEMORANDUM OF AGREEMENT

AGREEMENT made this ____ day of April 2020, by and between the Eastern Suffolk BOCES First Supervisory District of Suffolk County (“Agency”) and the BOCES Educators of Eastern Suffolk (“Association”).

WHEREAS, the Agency and the Association are parties to a collective bargaining agreement(s) covering the period July 1, 2019 - June 30, 2024 and July 1, 2018 - June 30, 2023

WHEREAS a state of emergency has been declared by New York State concerning the outbreak of the COVID-19 virus; and

WHEREAS the outbreak of COVID-19 may result in the cessation of traditional school operations for several weeks; and,

WHEREAS the Agency and the Association agree that every reasonable effort should be made to provide educational programming during any cessation of normal operations; and,

WHEREAS, in recognizing the flaws of distance learning, the parties explicitly acknowledge that distance learning cannot provide emotional and/or social support for students, it cannot provide appropriate support for students with special needs, particularly those needing physical support, it does not provide for a broad interactive environment, and it does not provide support for students who rely upon the school setting to provide physical nourishment and/or stability during the school day.

WHEREAS, the Agency and the Association agree that despite these concerns, there is mutual desire to maintain a continuity of learning during cessation of proper educational operation that may last for several weeks; and,

WHEREAS, the Association and the Agency have mutually engaged in planning said distance learning programs; and,

WHEREAS, have utilized all reasonable efforts to develop the distance learning program to meet the necessary components of a “Continuity of Learning Program” as defined by the New York State Department of Education in its 3/13/20 guidance,

NOW, THEREFORE, the parties agree as follows:

1. If the Agency is required to close by government order for longer than one week due to the COVID-19 virus, teachers will provide educational support using Agency provided and supported platforms, e-mail and other Agency provided technology to engage with students.

2. In lieu of performing instructional duties at their worksite, unit members will provide education through a distance learning modality. Distance learning will not be delivered through synchronous (live) instruction, except as where required by law. Rather, materials, assignments and guidance will be uploaded to the designated platform for student retrieval and review. Teachers will be available to review and respond to student questions and inquiries during school hours that apply when in routine operation, via Agency provided e-mail or platform communication tool. Unit members are not required to perform any duties that would not be consistent with their normal assignment with the sole exception of delivery of program through distance learning and specific planning and technical activities related to delivery in such a manner.
3. The first day (or more based on circumstances) of any cessation will be used by teachers to prepare materials for the period and to begin to upload materials to the platform. No teacher is required to review student materials on the first day of cessation.
4. If a teacher does not currently have access to the internet or a computer that can support distance learning, the teacher will inform the Agency and the Agency will provide a computer and/or mobile hotspot.
5. The Agency will make every effort to provide computers and hotspots to any student who does not have access to the internet or a computer that could be used for distance learning.
6. Unit members will track student participation in distance learning. Student non-participation may be cited as a basis for adjusting an APPR rating during any appeal made by the teacher.
7. Required annual observations shall not include any reference to distance learning instruction. In implementing and performing duties via distance learning as set forth in this Agreement, teachers are deemed to have performed required responsibilities.
8. No unit member serving on a previously approved leave of absence during the interval when the cessation occurs will be required to perform distance learning responsibilities.
9. All terms and conditions of the collective bargaining agreement between the Agency and the Association are in full force and effect. Entering into this agreement shall not modify the collective bargaining agreement. Rather, this Agreement shall apply only for the specific and limited purpose of addressing the unique challenges presented by the outbreak of COVID-19. It shall not set any precedent or practice regarding any aspect of the Agreement. This Agreement shall expire and be of no further force and effect upon the conclusion of the 2019-2020 school year, unless extended in writing by the parties.
10. This Agreement shall not be admitted into evidence in any judicial or quasi-judicial forum including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose enforcing the provisions of this Agreement. Such enforcement proceedings shall be initiated by the

Association in accordance with the grievance and arbitration provision of the collective bargaining agreement.

11. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Association

Agency

By: _____

By: _____

Date

Date