

MEMORANDUM OF AGREEMENT

AGREEMENT made this 27th day of March 2020, by and between the Spencerport Central School District (“District”) and the Spencerport Teachers Association (“Association”).

WHEREAS, the District and the Association are parties to a collective bargaining agreement covering the period July 1, 2018 to June 30, 2020; and

WHEREAS, a state of emergency has been declared by the Monroe County Department of Public Health due to the outbreak of the COVID-19 virus and the District has been directed by the Department of Public Health to close indefinitely; and

WHEREAS, the District and the Association agree that in these specific circumstances, distance learning should be utilized during the cessation of normal educational operation; and

WHEREAS, the District and the Association have utilized reasonable efforts to develop the at home learning program to comply with federal and state requirements.

NOW, THEREFORE, the parties agree as follows, during the period of closure due to the COVID-19 virus, only:

1. In lieu of performing instructional duties at their worksite, unit members will provide education through a distance learning modality (e.g., District-approved e-learning platforms and e-mail).
2. At home learning will not be mandated to be delivered through synchronous (live) instruction. Rather, materials, assignments and guidance may alternatively be provided and/or uploaded by the unit member to the designated platform for student retrieval and review.
3. For any unit member who does not have a regular classroom teaching assignment (e.g., school counselors, social workers, nurses), the parties agree that these members will perform their duties remotely, in good faith, and will maintain regular contact with students as may be required to perform their work duties. K-5 teachers; K-12 related service providers; and designated 6-12 teachers -will access edWeb to complete the equivalent of two (2) hours of professional development per week and complete a reflection form, pro-rated based on FTE for part-time unit members. Unit members may be exempted from the required professional development with approval of the assistant superintendent for instruction (ASI).

At the K-5 level, the ASI worked collaboratively with the elementary principals and director of curriculum to exempt the following individuals from the edWeb webinars:

- K-5 team leaders
- School Counselor

- School Psychologist
- Social Worker
- Occupational Therapist
- Physical Therapist
- Speech Therapist
- 6:1:1 special education providers
- 12:1:1 special education providers
- 8:1:1 special education providers (50%)
- 15:1 special education providers (50%)

At the 6-12 level, the ASI worked collaboratively with the secondary principals to exempt the following individuals from the edWeb webinars:

- 6-12 classroom teachers
 - 6-12 special area teachers – Art, Business, FACS, Health, Music, Physical Education, and Technology (50%)
 - School Counselor
 - School Psychologist
 - Social Worker
 - Occupational Therapist
 - Physical Therapist
 - Speech Therapist
 - 12:1:1 special education providers
 - 8:1:1 special education providers (50%)
 - 15:1 special education providers (50%)
4. Unit members will be available to review and respond to student and family questions and inquiries via District-provided e-mail or other approved communication tools during their contractual workday and as they typically would within reason outside of the contractual workday. Video conferencing with students and parents shall not be required.
 5. 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 at home education and specific planning and technical activities related to delivery in such a manner. Situations may surface where students would be required to receive new learning and assessment in order to be eligible for college credit.
 6. Unit members will make reasonable attempts to contact students in their respective classes to ensure that they are actively participating in at home learning. If unsuccessful, unit members will notify their supervisor when students do not participate in at home learning. Student non-participation may be raised by a unit member during any APPR rating appeal made by the unit member.
 7. Required annual evaluations shall not include any reference to distance learning instruction, unless otherwise required by law. Observations will not occur during the

period of closure. In implementing and performing duties via distance learning, as set forth in this Memorandum of Agreement, unit members will be deemed to have performed required responsibilities, so long as they act in good faith in doing so.

8. Spring Break will not be a period where distance learning will occur unless it is required to be used for instructional time per Executive Order or order of the NYSED.
9. Unit members will not be required to provide education through at home learning on any day he/she is on a sick, personal, illness in family, bereavement or an approved leave of absence. For unit members on an approved family and medical leave of absence, applicable attendance days will be applied. All other provisions of the collective bargaining agreement shall apply.
10. The parties agree that this Memorandum of Agreement does not entitle any unit member to any other payment, stipend, benefit or amount for at home learning in addition to their contractual salary, teacher leader, grade level team leader, and/or department chair stipends and benefits.
11. All terms and conditions of the collective bargaining agreement between the District and the Association are in full force and effect and entering into this Memorandum of Agreement shall not modify the collective bargaining agreement. Rather, this Memorandum of Agreement shall apply only for the specific and limited purpose of addressing the unique challenges presented by the outbreak of COVID-19.
12. This Memorandum shall not set any precedent or practice regarding any aspect of the collective bargaining agreement. This Memorandum of Agreement shall expire, sunset in its entirety and be of no further force and/or effect upon the resumption of regular school operations or the conclusion of the 2019-2020 school year, whichever occurs first, unless extended in writing by the parties, or made null and void by State mandate.
13. This Memorandum of 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 Memorandum of Agreement. Any such enforcement proceeding shall be initiated by the District or the Association in accordance with the grievance and arbitration provision of the collective bargaining agreement.
14. This Memorandum of Agreement constitutes the full and complete agreement of the parties with regard to this matter, may not be amended or modified orally and can only be amended or modified by written agreement, signed by authorized representatives of both parties.
15. Should any provision of this Memorandum of Agreement be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be severed from this Memorandum of Agreement, provided severance of the invalid

or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Agreement.

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

Association

By: *John J. Kozlowski*

President

3-27-20
Date

School District

By: *Daniel M. Lynd*

Superintendent of Schools

3/27/20
Date