

MEMORANDUM OF AGREEMENT

This AGREEMENT between the BOARD OF EDUCATION, Babylon Union Free School District (the "District"), and the Babylon Teachers' Association (the "Unit") is constituted as follows:

WHEREAS, the District and the Unit are parties to a collective bargaining agreement covering the period July 1, 2017 through June 30, 2021 (the "CBA"); and

WHEREAS, the spread of the COVID-19 virus has resulted in the closure of school districts and school buildings (hereinafter referred to as a "School Closure") within the State at the direction of State and/or local health departments and other governmental branches, departments and offices; and

WHEREAS, absent a waiver or suspension by Executive Order, school districts are required to operate for a specified minimum number of school days in order to qualify for State Aid days during the 10-month school year ("State Minimum"), which may include up to four (4) Superintendent Conference Days ("SCD"); and

WHEREAS by Executive Order dated March 16, 2020 ("Executive Order"), the Governor has suspended the operation of the State Minimum for the period March 18, 2020 for two weeks ending April 1, 2020 and by Executive Order dated March 27, 2020 ("Executive Order"), the Governor extended school closures until at least April 15, 2020, which may be further extended by the Governor ("Waiver Period"); and

WHEREAS, the CBA provides for contractual days of instruction ("DOI") consisting of classroom instruction days ("CID") and Superintendent Conference Days ("SCD"); and

WHEREAS, the parties wish to address the terms and conditions of employment of unit members during the aforementioned periods of School Closure as a result of the COVID-19 virus, as well as related issues of distance learning and distribution of food during periods of School Closure; and

NOW THEREFORE, the parties hereby agree as follows:

1. During any period that a school closure in response to COVID-19 is in effect, and notwithstanding any contrary provision of the CBA, any past practice and/or policy to the contrary, all provisions of the current Collective Bargaining Agreement shall remain in force and effect with the exception of the following:
 - a. **School Calendar and Work Year:** The following provisions shall supplement and where inconsistent supplant the CBA provisions governing the School Calendar and Work Year:
 - i. The Board agrees to consult with Unit with respect to changes in the school calendar to maximize DOI days as a result of school closings in response to COVID-19 up to the maximum set forth in the CBA.

- ii. The Unit agrees the Board may utilize all weekdays that are not legal holidays as instructional days to make-up lost DOI as a result of school closings in response to COVID-19 and waives any contractual maximum on the number of SCD, up to the maximum DOI set forth in the CBA.
 - iii. The parties agree to implement the Distance Education Learning Plan ("the Plan") attached hereto as Exhibit "A" effective March 26, 2020 in order to provide instruction during a school closure. The Plan shall be implemented for students April 1, 2020.
 - iv. The District agrees to use reasonable efforts to support a ruling from the State Education Department ("SED") that the District's implementation of the Plan sufficiently fulfills the State Minimum of instructional days for state aid purposes for the 2019-2020 school year.
 - v. The parties agree that the DOI will be reduced for each day the Distance Learning Plan is in effect.
- b. **Teacher's Work Week / Work Day:** The following provisions shall supplement and where inconsistent supplant the CBA provisions governing Teacher's Work Week / Work Day:
- i. The Teacher's workweek shall be the same as set forth in the CBA and the Teacher workday shall be governed by the Distance Learning Plan, provided the length of the workday shall not exceed the maximum set forth in the CBA.
- c. **Article X – Salary Schedules:** The following provisions shall supplement and where inconsistent supplant the CBA provisions governing the extra-pay for additional services and stipends:
- i. Article X Section 1 Subsections J, K, L, M: Stipends shall be suspended during any period of School Closure in response to the COVID-19 virus unless covered by the Distance Learning Plan. In the event such services are reinstated or have been already provided prior to a School Closure, staff will be paid for such services on a prorated basis or otherwise agreed to by the parties or otherwise agreed to by the parties.
 - ii. Article X Section 1 Subsection N: Stipends for certain activities that cannot be continued remotely shall be suspended during any period of School Closure in response to the COVID-19 virus unless covered by the Distance Learning Plan or otherwise agreed to by the parties. The parties agree to negotiate which activities under this provision may continue to be performed remotely. In the event such services are reinstated or have been already provided prior to a School Closure, staff will be paid for such services on a prorated basis or otherwise agreed to by the parties.

2. Paragraph 1 above will not be applicable to any Unit members who were previously approved for any unpaid leave of absence not associated with a School Closure or an approved extended sick leave that will continue during the period of a School Closure.

3. Notwithstanding any provision of the CBA, any past practice and/or policy to the contrary, any accumulated leave time that was deducted from any Unit member, who voluntarily self-quarantined at the direction of any State or local health official or doctor as a result of the COVID-19 virus prior, to or during a School Closure, will have such deducted days replenished upon presentation of proof of same.

4. Notwithstanding any provision of the CBA, any past practice and/or policy to the contrary, following any Waiver Period and/or School Closure should the District schedule make-up days to meet the State Minimum during any vacation or recess periods between the end of a School Closure and the last day of the school year, which may be after June 30, 2020 upon determination by legislation, Unit members will report to work on all such days, provided that Unit members who are compelled to work beyond DOI for the 2019-2020 school year shall be paid 1/200th of their annual salary for each additional day worked.

5. Required annual observations shall not include any reference to distance learning instruction. Any teacher rated Developing or Ineffective for the 2019-2020 school year may raise issues related to the Distance Learning Plan as a basis for adjusting an APPR rating during any appeal made by the teacher.

6. Nothing contained in this Agreement will amend the CBA or establish any future practice and/or policy. The terms of this Agreement are temporary and will only address School Closures and issues related to the COVID-19 virus during the 2019/2020 school year. Nothing herein shall be construed as converting a non-mandatory subject of bargaining into a mandatory subject of bargaining.

7. Neither this Agreement, nor its terms and provisions, will be admitted into evidence or used in any other proceeding of any kind and nature, in any forum, by the Unit or its membership, except in a proceeding to enforce the terms of this Agreement.

8. Nothing contained in this Agreement will be deemed an admission by the Unit, its members, or the District, its Board of Education, Board members, administrators, employees, attorneys, or representatives of a violation of Federal, State or local laws, statutes, ordinances, rules, regulations, any collective bargaining agreement, past practice, policy, or any other legal and/or contractual authority of any kind and nature.

9. This Agreement constitutes the full agreement between the parties with regard to the terms and conditions of employment for Unit members during a School Closure, for Unit members who self-quarantined prior to a School Closure and for possible make-up days following a School Closure. No other promises or agreements have been made. This Agreement, including this paragraph, may only be modified by a written agreement executed by the parties.

10. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal or invalid, the remaining provisions of this Agreement will be valid and enforceable as written, and the illegal or invalid provisions will be reformed to the extent possible to be consistent with the other terms of this Agreement. If the illegal or invalid provisions cannot be reformed, they will be deemed to not be a part of this Agreement, except that if Paragraphs 1 through 4 above are held to be illegal or invalid, the Superintendent of Schools or the Board of Education may at their option cancel this Agreement.

11. This Agreement is made and entered into in the State of New York and will be interpreted, enforced, and governed by the laws and regulations of the State of New York and applicable federal laws and regulations, except for the State of New York's choice of law provisions, regardless of the present or future residence and/or domicile of any of the parties.

12. The parties have read and fully understand this Agreement and have entered into same knowingly and voluntarily, and under no coercion or duress of any kind and nature.

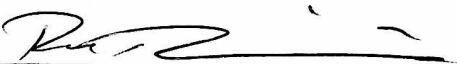
13. The Unit President confirms that by executing this Agreement, he has the authority to bind, and in fact binds, the Unit and its membership to this Agreement, its terms and provisions, and acknowledges that the District has relied upon this material representation in executing this Agreement.

14. This Agreement may be executed in counterparts, each of which will be deemed an original document and will, together, be deemed to be one and the same instrument.

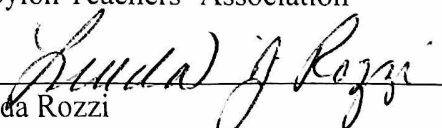
15. This Agreement is subject to and contingent upon formal review, approval, ratification and execution by the Board of Education. In the event that the Board of Education does not ratify and approve this Agreement, it will become null and void and no adverse inference will be drawn against any party for having entered into this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates delineated below:


Dated: 4/2/2020

By: 
Robert Richardelli
President,
Babylon Teachers' Association

Dated: 4/1/2020

By: 
Linda Rozzi
Superintendent of Schools,
Babylon UFSD

Dated: 4/1/2020

By: 
Elizabeth O'Brien
President,
Board of Education
Babylon UFSD

Babylon Union Free School District Distant Learning Plan Guidelines for K-12 Teachers

We all believe that remote learning, in any form, will never replace the most critical part of the teaching and learning process – the personal interactions and connection between teachers and their students that results in educating the whole child. With that in mind, in these current times of emergency where we may be faced with state mandated extended school closures, we have prepared a plan for distance learning in order to best meet the educational needs of our students in Babylon. This plan was developed to include a modality to help maintain a level of personal interaction for administrators, teachers, students and families.

Structured Professional Development Time:

The Professional Period (AM) shall be utilized for:

- virtual faculty, department and/or grade level meetings;
- virtual collaboration with grade level, department level and/or specific course colleagues;
- specific course/grade level lesson development and planning;
- responding to any additional emails that may arise outside the student day.

The Professional Period (PM) shall be utilized for:

- attention to any additional correspondence with students and or colleagues; in the event it is not feasible to respond to questions and or provide feedback to students and or parents by the end of the professional (pm) period, teachers shall respond no later than the start of the following “student day”.
- any other professional responsibilities at the discretion of the teacher; and
- shall not be used for virtual faculty, department and/or grade level meetings. However, while no formal meetings will be scheduled in the PM block, departments/grade levels may elect to debrief with each other during this time at their discretion.

Documenting Teacher Absences Due to Sickness or Personal Reasons:

In the event a teacher is unable to participate in Distance Learning Responsibilities for any specific workday the teacher shall:

- officially notify the building principal through District email as well as the specific grade level lead teacher/department director of necessary absence and reason;
- if able, contact his or her class via REMIND and/or District email directing students who to contact for time sensitive concerns regarding class assignments. Any other concerns that are time sensitive should be directed to the building principal. In the event the teacher is unable to communicate to his/her students, a building designee will do so on the teacher’s behalf;
- make appropriate arrangements with building principal, grade level lead teacher/department director/curriculum coordinator to get any missed information resulting from all required virtual meetings with colleagues.

Exhibit “A” – Covid19 Distance Education Learning Plan

Formal Grading:

Documenting a Grade for Distance Learning Work:

When we launch this new digital platform it is imperative that teachers give students opportunities to feel successful from the very start. We ask teachers to be mindful of the daily work load so it does not overwhelm students (or their parents for that matter, particularly our younger families).

However, in an effort to uniformly document assignments completed for grading purposes, eSchool Grade Book will be the official district platform. We have come up with a very simple method that does not interfere with current quarter averages and one that will help everyone keep track and record Distance Learning work completed under its own separate category:

- Go into the eSchool Grade Book module for the current marking period.
- Create a new category and name it “Distance Learning Assignments”
- Change the “WEIGHT” to 0
- Change the “GRADING METHOD” to SUMMATION
- Under Assignment Defaults, change “Max Points” to 1

Therefore, if a student simply completes an assignment, the teacher will record a “grade” of 1; if a student does not complete an assignment, the teacher will record a “grade” of 0.

Upcoming K-2 Parent/Teacher Conferences & Official Report Card Completions, K-12:

We will be addressing K-2 Parent/Teacher conferences at a later date with our K-2 teachers and Principal, as well as the completion of Report Cards, K-12 for State reporting purposes. In the event that official and/or additional guidance is provided from the State Education Department with regards to any grading or evaluating mechanism the formal grading procedures will be reviewed and adjusted accordingly. Any such State guidance received will be surely communicated to all teachers and families in a most timely manner.

Teacher/Student Contact:

- Teachers shall not conduct live video streaming and/or post prerecorded videos of themselves as part of Distance Learning. Outside video tutorials are permitted (e.g. Kahn Academy, eMATHinstruction, etc.) but need to be first vetted and reviewed by the teacher for appropriateness prior to upload or an attachment of a link.
- Assignments should include a balance of online and offline work.

Student Engagement and Intervention:

- Encourage students to contact teachers early with any questions or unique needs they may have during this time.
- In the case where a student seems not to be engaging or participating in distance learning or is not completing required assignments the teacher should attempt to contact parents/guardians.
- If parental/guardian contact proves unsuccessful, the teacher should contact the appropriate support staff as designated by the building principal.

Exhibit “A” – Covid19 Distance Education Learning Plan

K-6 Classroom/Special Area Teachers

Daily Schedule:

Teacher (AM) Professional Period	8:00am - 9:30am
Student Day	9:30am - 12:30pm
Teacher (PM) Professional Period	12:30pm - 1:00pm

K-6 Teacher Responsibilities:

- Fulfill requirements as directed for the AM/PM Professional Periods
- Collaboratively develop grade level lessons on a weekly basis. Grade Level Lead teachers will input assignments in the “Weekly Student Calendar” to be submitted to the building principal for approval no later than 5:00 p.m. each Thursday evening. The principal will then forward these plans to Syntax Support no later than 5:00pm Friday to be uploaded to the Grade Specific Websites for student access for the following week.
- All Special Area Teachers/ENL Teachers/RtI Providers shall provide the required information/materials to his/her appropriate Grade Level Lead Teacher for inclusion in the Weekly Student Calendar.
- Classroom teachers and special area teachers are to be available to students during the “Student Day” to address questions/concerns and to provide feedback to students via REMIND, phone, email and/or Microsoft Teams.

7-12 Classroom/Special Area Teachers

Daily Schedule:

Teacher (AM) Professional Period	7:40 – 9:00
1 st Period	9:00 – 9:24
2 nd Period	9:24 – 9:48
3 rd Period	9:48 – 10:12
4 th Period	10:12 – 10:36
5 th Period	10:36 – 11:00
6 th Period	11:00 – 11:24
7 th Period	11:24 – 11:48
8 th Period	11:48 – 12:12
9 th Period	12:12 – 12:36
Teacher (PM) Professional Period	12:36 – 1: 10

7-12 Teacher Responsibilities:

- Fulfill requirements as directed for the AM/PM Professional Periods
- Weekly assignment schedules and the posting of daily assignments shall be consistent with current teacher practices as it pertains to distance learning or through the modalities

Exhibit “A” – Covid19 Distance Education Learning Plan

approved by the District. This includes both delivery of instruction and the collection of student work.

- Classroom teachers (including ICT teachers and ENL specialists) and special area teachers are to be available to students during his/her traditionally assigned class period within the “Student Day” to address questions/concerns and to provide feedback to students via phone, email, eSchool and/or Microsoft Teams. These class periods are not meant to be used for the primary delivery of instruction.

Special Education & Related Services:

CSE’s & Annual Reviews:

- Virtual CSE’s and annual review meetings will occur through virtual/phone conferencing with chairs (school psychologists), classroom teachers, parents and any other mandated outside providers.

Related Services:

- Speech & PPS Providers K-6 will gather age-appropriate resources that will be linked on the grade level pages and should use Remind and Outlook to make weekly contact with students on their caseloads. Speech & PPS Providers 7-12 may also use Remind and Outlook to make weekly contact with students on their caseloads.

K-12 Mental Health Services & Dealing with COVID-19

- Mental health staff, including our psychologists, social workers and guidance counselors, help people manage stress, anxiety, depression and frustration. Community resources and mental health hotlines for students and families to access will be posted and made available on the District homepage. Additionally, resources that advise on how to speak to children about COVID-19 will also be made available.
- For students who require support and assistance to manage the current situation, parents will be directed to email Mr. Dennis Murphy, Director of Guidance K-12; he will then forward such needs to building level psychologists, social workers and guidance counselors for further communication/support.
- Guidance Services: Mr. Murphy will be coordinating with all K-12 guidance counselors in meeting the needs of our students pertaining to college panning, junior conferencing, scheduling of courses for 20/21, etc. He will be coordinating with guidance personnel directly.