

BOARD OF EDUCATION, YONKERS CITY SCHOOL DISTRICT (“District”)

AND

THE YONKERS FEDERATION OF TEACHERS (“YFT”)

WHEREAS, the District and the YFT are parties to a collective bargaining agreement in effect through June 30, 2021; and

WHEREAS, on August 20, 2020, the Board of Education passed a resolution that on September 8, 2020 (for Kindergarten through grade 12) and September 10, 2020 (for Prekindergarten) students will begin Online Remote Instruction in accordance with the YPS School Reopening Plan with students remaining at home and teachers teaching from the school buildings until October 5 or a date thereafter to be determined by the Board; and

WHEREAS, the parties wish to set forth a memorandum of understanding regarding working conditions during Online Remote and Hybrid Instruction; and

WHEREAS, the CBA will remain unchanged except as expressly modified herein:

THEREFORE, it is hereby stipulated and agreed by and between the parties that:

1. This Memorandum of Agreement is entered into to address working conditions during the COVID 19 pandemic for Online Remote Instruction commencing on September 8, 2020 and Hybrid Instruction commencing on

October 5, 2020. The provisions of this agreement concerning Online Remote Instruction will apply to the Online Remote Instruction and Hybrid Instruction.

2. Teachers shall have autonomy in determining whether students will be expected to show their faces on screen during remote instruction. Teachers may use their discretion to allow students to use the feature that blurs the background or may permit students to use a photo, an appropriate avatar, or emoji of themselves in place of live contact.

3. Teachers will post assignments and deadlines on Microsoft Teams (or Seesaw for prekindergarten and kindergarten teachers) assuring flexibility and deadlines that are provided well in advance to allow for all learners to participate in instruction. Teachers will be cognizant of the fact that parents/guardians may assist students in the completion of assignments during remote learning, including accessing posted lessons and assignments, after scheduled class meeting times.

4. Teachers will follow the current email agreement in communicating with parents/guardians and administrators.

5. YFT members may request that all participants be on camera when engaged in counseling meetings with families as well as those required by the CSE and annual review.

6. All related service providers are expected to be on camera when providing services to students and families and may request the same of students and families. It is understood there will be times when materials are being shared on Microsoft Teams and/or when students are placed in

break out rooms wherein the related service provider may not be visible to students and vice versa.

7. Teachers will use a combination of live face time or live streaming and independent practice, some of which may be off screen, during each instructional period.
8. The district will inform parents that they are prohibited from recording any live instructional or counseling sessions or meetings.
9. Teachers may opt out of being included in District media releases and media by completing and submitting the District form entitled “Withholding of Consent for Staff Members to Appear in School District Media Releases and Media” and submitting it to the school principal.
10. Instructional videos recorded by YFT members for use during Online Remote Instruction will not be used to supplant teachers or reduce staffing positions. Nor will these videos be used by the District to generate revenue.
11. All teachers will be provided with a working device with proper audio and video for the purpose of delivering Online Remote Instruction.
12. Teachers will deliver Online Remote Instruction utilizing Microsoft Teams, Nearpod and Seesaw (“District Platforms and Tools”). The District will provide PD training during the contractual workday in the use of the District Platforms and Tools.
13. Teachers will be allotted time on Wednesday Instructional Day to become proficient with the platforms and tools. Teachers may choose, but

not be directed, to use self-recorded material to supplement their synchronous instruction.

14. Substitute teachers will also receive training as needed in the use of the District Platforms. All training will be offered virtually or in person at the building site or Central Office during the substitute's paid contractual workday and the substitute is responsible for learning the technology.

15. All teachers are required to learn how to use the District platforms and the District is committed to supporting YFT members as they learn the technological skills required to use District Platforms.

16. Teachers may also communicate through Class Dojo, Remind, Bloomz, Edmodo and Band. These platforms may be used for the purpose of communication only and not for delivering instruction.

17. Administrators will announce themselves when entering during an online lesson and shall be admitted as a member. Administrators will be designated as members of all Teams. In the elementary grade levels (Pre-K-6) Administrators will be designated as owners of the Social Studies Team and substitute plans will be maintained by each teacher in that Team. In secondary grade levels (grades 7-12) the teacher may choose to either give the designated administrator Team owner's access to all current Teams on the day(s) the teacher is absent or clone all of the current Teams and give the designated administrator owner's access to the cloned Teams. Instructions for how to clone a Team will be provided.

18. The YFT and the District shall continue to discuss the timeline for teachers' APPR in anticipation of further direction and/or guidance from New York State. The first APPR cycle event will be amended to exclude the initial walk through for both tenured and probationary teachers.
19. YFT members shall not be assigned or required to take or be responsible for taking temperatures of students or other adults.
20. The District shall publish the specific procedures it has or will implement for deep cleaning or sanitizing, including but not limited to, identifying cleaning products and the cleaning schedule.
21. All efforts will be made by the District to ensure that substitute coverage is available when teachers are absent.
22. The District will make every reasonable effort to schedule split teachers so that teachers, staff and students' exposure will be minimized to the extent possible. The scheduling will be governed by the needs of the District.
23. Every reasonable effort will be made by the District to limit the amount of in person contact with multiple cohorts of students.
24. The parties agree to continue to meet regarding procedures for capturing attendance for those students who are not able to access remote instruction during the regular school day.
25. This agreement shall remain in effect during all times when the District is conducting instruction utilizing Online Remote Instruction or Hybrid Instruction related to the COVID 19 pandemic or June 25, 2021, whichever is earlier, unless extended by written agreement.

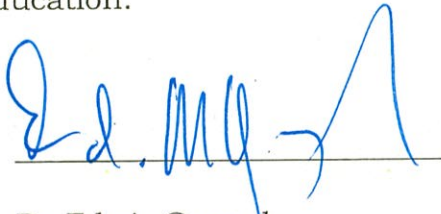
26. Nothing in this agreement shall be construed as a waiver by the YFT or the District of any right under any regulation or law including the Taylor Law.

27. Except as modified herein for the limited period of applicability of this Memorandum of Agreement, all provisions of the parties' collective bargaining agreement shall remain in full force and effect.

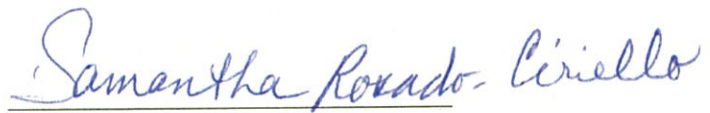
28. This agreement is made to apply to the instant situation and shall not constitute a practice or precedent between the parties.

29. This agreement shall not be modified unless in writing signed by both parties.

30. This agreement shall be effective upon approval by the Board of Education.



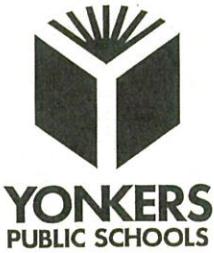
Dr. Edwin Quezada,
Superintendent
Yonkers Public Schools



Samantha Rosado-Ciriello,
President
Yonkers Federation of Teachers

Date: 1.20.2021

Date: 1/15/2021



Innovation • Inspiration • Excellence for All

YFT SKU
OK
1/15/2021

January 2021

One Larkin Center
Yonkers, New York 10701
Tel. 914 376-8000

Dr. Edwin M. Quezada
Superintendent of Schools

**WITHHOLDING OF CONSENT FOR STAFF MEMBERS TO APPEAR
IN SCHOOL DISTRICT MEDIA RELEASES AND MEDIA**

Use this form ONLY if you DO NOT WANT to be
included in media coverage

Dear Yonkers Public Schools Staff:

The Yonkers Public School District is frequently covered by the media, including newspapers and magazines as well as television, radio and electronic media. In addition, the District publicizes and celebrates student and staff activities in print, on its cable station, and on the District websites and social media. Unless consent is specifically withheld, staff members shall be covered and reported on by the District and outside media.

You are provided the opportunity to withhold consent to appear in media coverage of the schools and its activities. If consent is withheld, the District will undertake reasonable and appropriate efforts to see that the staff member is not covered by the media in a manner in which the staff member is individually identified. When the media is covering students in class activities, it is the responsibility of the staff member to be out of the photographers/videographer view. This does not include group photographs or audio or video recordings in which students and staff appear as a group and cannot be personally identified. In addition, this does not include staff members who are participating in a performance or athletic event open to the public.

ONLY if you **do not** consent to include yourself in such coverage, complete and return this form to your school principal. A new form must be completed each year for which consent is withheld. The withholding of consent applies to all student and staff programs and events, except performances and athletic events open to the public, sponsored by the Yonkers Public School District.

Sincerely,


Superintendent of Schools

I DO NOT GIVE CONSENT TO BE INCLUDED IN COVERAGE		
Staff Member's Name:		
School:		Position
Phone:	Email Address:	Signature