

## MEMORANDUM OF AGREEMENT

*By and between*  
The CSEA Local 1000 AFSCME, AFL-CIO  
CSEA Pawling CSD Unit, Dutchess County Education Local 867  
And  
The Pawling Central School District

WHEREAS, the CSEA Local 1000 AFSCME, AFL-CIO, CSEA Pawling CSD Unit, Dutchess County Education Local 867

("Association") and the Pawling Central School District ("District") are parties to a collective bargaining agreement ("CBA") dated July 1, 2018 that sets forth terms and conditions of employment governing represented employees; and,

WHEREAS, COVID-19 virus (novel coronavirus) has been declared a pandemic and both New York State and Federal governments have declared states of emergency; and,

WHEREAS, the outbreak of COVID-19 has resulted in the cessation of traditional school operations for several weeks and the parties desire to set forth understandings that protect the long-term interests of both parties while allowing work rule flexibility to provide the best conditions for students and school workers alike; and,

WHEREAS, the parties understand that this situation is without precedent and the impact is difficult to assess at this time,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To the extent authorized by law, during the term of this Agreement, the School District will continue base pay (defined as the regular rate of pay or annualized salary as customarily calculated by the District based upon the District's school calendar) for eligible unit members, in exchange for the members' availability and ability to perform job-related duties during such times as may be reasonably expected by the District. Unit members who would not have received pay on days when school was scheduled to be closed during the Spring Break period (April 6, 2020 through April 10, 2020), or on any holiday or day when the unit members would not otherwise be paid, will still not receive pay on such days or during such break periods. Base pay compensation shall specifically exclude extra-curricular stipends, differentials, or extra pay.
2. To the extent authorized by law, existing health insurance, including but not limited to medical, dental and vision coverage (if applicable), for eligible employees shall be maintained during the term of this Agreement, as set forth in the CBA.
3. Employees shall be permitted to use leave accruals during the closure as per the Agreement. Employees shall remain ready and able to report for work throughout the duration of the school closure relating to COVID-19. To the extent practicable, the District will provide at