

**AGREEMENT  
BY AND BETWEEN  
BURNT HILLS BALLSTON LAKE CENTRAL SCHOOL DISTRICT  
AND  
THE BURNT HILLS BALLSTON LAKE TEACHERS ASSOCIATION**

This Agreement by and between the Burnt Hills Ballston Lake Central School District, Burnt Hills, New York, a School District duly organized and existing under the laws of the State of New York, ("School District") and the Burnt Hills Ballston Lake Teachers Association ("Association"), the bargaining unit that represents the Employee provides as follows:

**W I T N E S S E T H :**

**WHEREAS**, the School District and the Association are party to a collective bargaining agreement for the period of July 1, 2018 - June 30, 2021; and,

**WHEREAS**, beginning in March of 2020, the CoVid-19 virus has caused a Global Pandemic; and,

**WHEREAS**, the New York State Education Department and the New York State Department of Health created guidance for how New York public schools had to operate during the CoVid-19 pandemic; and,

**WHEREAS**, the guidance created by the New York State Education Department and the New York State Health Department impacted the terms and conditions of employment for members of the Association; and,

**WHEREAS**, the Association demand to bargain over the impact of decisions the district had to make in order to comply with the guidance issued by the New York State Education Department and the New York State Health Department; and,

**WHEREAS**, the District and the Association have discussed the matters and have mutually agreed to resolve the matters under the following terms and conditions.

1. In the event that a new assignment must be made during the summer of 2020, the parties agree on the following new procedure. First, the district shall email the specific assignment to all eligible members of the Association and seek volunteers. If there are no volunteers for the assignment, the district shall assign the least senior employee in the tenure area and certification of the assignment. Assignments for the 2021-2022 school

year shall be governed by the collective bargaining agreement not the aforementioned policy.

2. Teachers who had their assignment changed after June 30, 2020 shall be afforded two (2) days of curriculum development work provided they have not had the new assignment in the past five (5) years. Curriculum development work must be submitted via vendor claim by September 30, 2020 and shall be paid at the summer curriculum rate. An assignment to virtual does not qualify for this provision if that virtual assignment did not include a curriculum change made after June 30, 2020. The Assistant Superintendent of Curriculum and Instruction and the Director of Human Resources will verify and approve all vendor claims which are submitted related to this provision.
3. The district agrees that in the event an in-person teacher must transition to fully remote instruction, there will be an optional two day grace period before daily instruction must resume. Teachers shall develop two days of emergency asynchronous lesson plans to utilize in the event they want to avail themselves of the aforementioned two day grace period. The parties realized that fully asynchronous days have not been formally recognized as counting towards the minimum 180 day threshold set forth by the New York State Education.
4. Masks are to be worn at all times indoors except at lunch and potentially in instructional settings when social distancing can be maintained.

Instruction is **not always socially distant** so there will be many times even during instruction where students and teachers will be required to wear masks. For example, if a teacher is walking around the classroom or students are working in closer than 6-foot proximity (i.e. lab or group work). Masks would be required. The following guidelines will be enforced for all students and staff:

- Teachers will determine, based upon their teaching style and classroom arrangements, if it is safe to remove masks during socially distant instruction. School principals will be enforcing the rule using the following guideline: if a teacher is wearing a mask, students will be required to wear a mask. Likewise, teachers can not require students to wear masks at times when the teacher has removed their mask because the classroom is socially distant.
- The district will support the decision made by every individual teacher for whether a mask should be worn during socially distant instruction. However, if a teacher is requiring a mask to be worn at all times in the classroom, arrangements

must be made for each student to be given a 5-minute mask break at least every 30 minutes.

5. Students who have mask accommodations may be provided a polycarbonate barrier during instruction or the teacher and students in class with those students will be provided more PPE. Teachers will be notified in advance by 24 hours at least if they have any students with mask accommodations.
6. Building Presidents of the Association and Principals shall create a Google Form to record and track cleaning and disinfecting concerns related to the CoVid-19 Pandemic. The district health and safety committee shall have access to each building's Google Form.
7. In recognition that there is reduction in the length of the season yet added responsibilities because of the CoVid-19 pandemic, coaching payments for the 2020-2021 school year shall be prorated to 95% of the amount in the current collective bargaining agreement for varsity coaches and 90% of the amount in the current collective bargaining agreement for junior varsity coaches. Seasons which are further shortened from the current Fall, Winter, Fall II and Spring schedules created by the NYSPHSAA due to the pandemic will be prorated based on the actual number of weeks coached as compared to the current Fall, Winter, Fall II and Spring schedules created by the NYSPHSAA. In the event an sport is cancelled in its entirety, the Association reserves the right to impact bargain the cancellation of that sport. The parties acknowledge that the district has the right to not field certain levels (i.e Freshman and Modified level) of a sport even if the sport is permitted by New York State and that in these cases, no coaching compensation is due.
8. Extracurricular club advisors shall submit proposals to the appropriate building principal as to how the extracurricular club shall run in a virtual environment. Principals shall forward extracurricular clubs for approval to the Board of Education.
9. The parties agree to create a Virtual Elementary Building Council. The district's representative shall be the Virtual Learning Coordinator. The association's representative shall be the Virtual Building President. The other members of this council shall be composed of one intermediate teacher, one primary teacher, one Kindergarten teacher, one special education teacher and one special area teacher.
10. The Elementary School Day schedule for grades K-5 shall be 8:20 am -- 3:30 pm each day of the week (Monday, Tuesday ,Wednesday, Thursday and Friday).

11. The parties agree that should future impact negotiations need to take place, each negotiating team will be clothed with the full authority to reach an agreement that is subject to each other's respective ratification body. There will be no renegotiation of the agreement before the ratification votes.
12. **Law of New York** - This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
13. **Non-Precedent** - The parties agree that this agreement is non-precedent setting, unique to the conditions created by the CoVid-19 pandemic and shall not be referred to in any future situation involving another employee or incident.
14. **Expiration** - All provisions of this Agreement shall sunset on June 30, 2021 unless mutually agreed to by the parties in writing.
15. **FOIL** - The parties recognize that this Agreement is subject to the New York State Freedom of Information Law. If a request for a copy of this agreement is received by the District, the District will notify the Association in writing of said request at least three days prior to any disclosure of this Agreement.
16. **Binder** - This Agreement shall bind the Employee, the Employee's heirs and assigns; and the School District, its agents, successors and assigns.
17. **Full Agreement** - This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements between the parties, and may not be altered, amended, or modified except by a writing executed by both parties.
18. **Board Approval** - This Agreement is subject to final approval by the Board of Education.

Dated: September \_\_\_\_\_, 2020

FOR THE DISTRICT:

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Dr. Patrick McGrath  
Superintendent of Schools

BHBLTA:

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Brad Thomas  
BHBLTA President