

MEMORANDUM OF AGREEMENT BETWEEN BOARD AND ASSOCIATION

The Sharon Board of Education (the Board) and the Sharon Center School Education Association (the Association) hereby enter into the following Memorandum of Agreement (MOA) for the 2020-2021 school year due to COVID-19 and the change in working conditions. This MOA addresses in-person teaching, teaching using a hybrid model, and a full remote teaching model.

1. The parties understand and acknowledge that, during the 2020-2021 work year, the schools may be closed for an unknown period of time, and during a period in which school otherwise would have been in session, for reasons related to COVID-19, and that such closure(s) may be directed by the Board and/or the Superintendent.

2. In the event of remote work due to school closures, a hybrid work week model, and/or other in-person arrangements during the 2020-2021 work year, each member of the bargaining unit shall, if so directed by the Superintendent and/or his designee(s) (the Administration), perform work as described in this MOA and otherwise in accordance with past practices and with the parties' Collective Bargaining Agreements (CBA).

3. In accordance with the ADA, the Board will provide reasonable accommodations to bargaining unit members who have risk factors for serious complications from COVID-19, which may include modifications in the workplace, including additional PPE, or assignment to work from outside the classroom if such positions are available. The Board shall consider childcare issues for bargaining unit members on a case-by-case basis and as allowed by the Families First Covid Response Act (FFCRA).

4. As determined by the District in consultation with local health officials, school buildings may be open to bargaining unit members during remote work due to school closures. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members may perform duties, including remote teaching, and other work as necessary to fulfill job responsibilities in the building according to the hours set forth in the collective bargaining agreement.

5. Bargaining unit members opting to and/or required to perform work from a remote location shall be required to be available to students and parents according to the CBA.

6. All days of remote work due to school closure, the hybrid work week model, and/or other such work arrangements, shall be applied to the teacher work year as outlined in the collective bargaining agreement between the Board and the Association.

7. The school administration and teachers shall notify parents of the teacher hours of work for the purposes of communicating with teachers.

8. If the administration determines that a bargaining unit member does not have teaching responsibilities that can be accomplished via an electronic platform during remote work due to school closure, hybrid work week models, and/or other such work arrangements, those bargaining unit members shall be required to engage in student support, specific job-related responsibilities, and/or professional development activities as assigned by the administration.

9. Personal expenditures related to performing work, during the life of this Agreement, shall be pre-approved and submitted to the school principal, for reimbursement on a case by case basis.

10. Should bargaining unit members or students need assistance with troubleshooting technical issues while working from a remote location, they should contact their district's IT personnel.

11. Bargaining unit members working from a remote location shall be available to students and parents through existing district-based electronic platforms, including but not limited to email, Google Classroom, SeeSaw or telephone. In no event shall teachers be required to use personal cell phones, personal phone numbers or other personal electronic devices for communication with students and parents. Teachers will check their email or Google Classroom as needed and requested. Teachers will speak with students or parents/guardians as appropriate, and based upon the professional judgement of the teacher and in consultation with the administrator. The communication shall take place in accordance with past practice and as defined by the CBA.

12. During hybrid or distance learning models, all recorded lessons, asynchronous and synchronous student engagement, live video instruction, and/or office hours shall be conducted by bargaining unit members during the defined school day schedule using their professional judgment and discretion in consultation with their principal.

13. At no time will a bargaining unit member be required to have dual lesson plans.

14. Live streaming from classrooms or teacher homes to students participating remotely will be used to implement distance learning (when in green or yellow zones) as directed by the Board, subject to the following:

- a. Live streaming is only to be used during the COVID-19 health crisis.
- b. Teachers will live stream lessons using their professional discretion and in consultation with their administrator(s).
- c. The teacher will not be responsible for any claims of privacy violations (including FERPA) directly attributable to live streaming (as opposed to teacher actions).
- d. The Board will inform parents/guardians and students that they are not permitted to record live-streamed lessons except when such recordings are a necessary accommodation in accordance with IDEA and Section 504 and implemented in consultation with the affected teacher.
- e. Live Streaming shall not be used to reduce the number of classes offered/course offerings
- f. Any concerns regarding the performance of a bargaining unit member relative to live-streaming, shall be covered by the Just Cause provision of each CBA.
- g. IT issues that go beyond established expectations for a teacher will not be the teacher's responsibility, but will be directed to the district's IT personnel.
- h. Any teacher who engages in teaching via webcam will not be expected to be in camera view for the entire length of the class.
- i. Administrators will communicate with parents to advise them that there should be no public comment about teaching practices (ie. on social media). Any concerns about instruction should be shared with the school principal.
- j. Teachers and administrators will engage in a discussion regarding planning support required for students who are livestreaming no later than October 5, 2020.

15. Should a student demonstrate a pattern of absenteeism and/or a pattern of failure to complete assignments each teacher shall follow the school's policy. This may include, but not be limited to, team support meetings, and counselor contact. As it relates to bargaining unit members, attempts to contact chronically absent students, shall follow the established communication within each school, regarding the lack of participation.

16. Bargaining unit members required to learn new technology, curriculum, teaching methods, or otherwise prepare for teaching during the Covid-19 pandemic shall be afforded professional development time during the normal workday. All training required per the State of Connecticut Reopen Plan shall occur within the workday and work year as set forth in the CBA. In the event the administration requests a bargaining unit member learn new technology, curriculum, teaching methods or otherwise prepare outside of the normal school day/year the member shall be compensated at a rate as established by the CBA.

17. Bargaining unit members who are asked to provide professional learning and accept the offer will be paid one hour of prep time for each hour of professional learning presentation. Time for providing presentations will only be paid if the presentation occurs outside of the members regularly scheduled work hours. Payment will be based on the hourly curriculum rate listed in the Housatonic Valley Regional Faculty Association CBA.

18. Parent conferences shall only occur from a remote work location and during the timeframes as set forth in the CBA and/or in accordance with existing past practices between the parties.

19. All meetings involving bargaining unit members shall occur utilizing remote technology unless all applicable social distancing protocols, as set forth by CDC guidelines and state and local regulations can be followed.

20. The number of students assigned to a bargaining unit member in a classroom shall be aligned with the CDC guidelines and/or the state and local regulations. The number of students assigned to an individual bargaining unit member shall be no greater due to COVID-19 work arrangements than those currently in existence per past practice between the Board and the Association.

21. Bargaining unit members shall be provided proper PPE so that they can help with organizing, packing, or distributing materials from students' desks, cubbies, and/or lockers.

22. Bargaining unit members shall be afforded time to prepare, organize, or otherwise utilize their work spaces within the teacher work year and teacher work day in accordance with health and safety guidance as set forth by local health officials.

23. All Personal Protective Equipment (PPE) required by the state of CT, local health department, municipality, or BOE shall be provided by the BOE. Teachers shall not be required to reuse PPE beyond guidance recommended by the Center for Disease Control (CDC), state, federal and/or local authorities except in an emergency.

24. All bargaining unit members shall be provided cleaning supplies as recommended by CDC for use at their discretion.

25. Bargaining unit members shall not be responsible for daily cleaning of classrooms and/or equipment that would typically be performed by a custodian or a cleaner. A cleaning log for high traffic areas will be in or around the area. The log will indicate when the area was last cleaned/disinfected. High traffic areas include, but are not limited to restrooms, offices, faculty work rooms, classrooms and the cafeteria.

26. Bargaining unit members shall not be responsible for taking students' temperatures, Teachers shall not be required to teach students who refuse to wear PPE or who refuse to comply with social distancing except for teaching young children and children with special needs, in which case additional PPE will be made available. Lack of student compliance will be reported to the Administrator who will take action.

27. All CDC Guidelines shall be followed, relative to the health and safety of bargaining unit members and students. A nurse shall be physically available in every school. Should a nurse not be available, everyone (student or staff) who indicates the need to see the nurse will be sent home.

28. In the hybrid model, bargaining unit members shall not be assigned to be physically present in more than one school each day.

29. A bargaining unit member may be asked to provide emergency substitute coverage if they have additional prep periods beyond the contractually guaranteed preparation periods. In emergency situations, a bargaining unit member may be asked to provide substitute coverage during any of their contractually guaranteed preps. If a bargaining member agrees to provide substitute coverage during any of their contractually guaranteed preps, they will be compensated based on the contractual curriculum hourly rate. Under no circumstances will a bargaining unit member be required to provide emergency substitute coverage.

30. In the event a bargaining unit member requires absence from work responsibilities during remote work due to school closure, the hybrid work week model, and/or during other such work arrangements, the bargaining unit member shall report such absences through normal means and the contractual requirements and restrictions relating to such absences shall apply.

31. Any bargaining unit member who must be absent from work due to testing positive and contracting COVID-19 and cannot work from a remote location shall be placed on paid administrative leave in accordance with and subject to the limitations of the Families First Coronavirus Health Act.

32. Elementary bargaining unit members shall have a minimum of one preparation period each day.

33. In hybrid and full distance learning models, one day each week will be dedicated to professional learning, teacher-directed preparation time, and/or office hours, except on previously scheduled Professional Learning early release days indicated on the school calendar. Teacher preparation time on such days will be no less than 2 hours.

34. In the full distance learning model (red zone), each teacher shall complete a weekly document that outlines learning activities. When switching from full in-person learning to the full distance learning

model, the first day of the new model will be a delayed opening day to allow time for teachers to complete the document.

35. The high school will implement a 4x4 block schedule regardless of the model. Each teacher will have one preparation period each day. Professional learning will be provided to assist teachers with teaching in a block schedule.

36. Bargaining unit members shall be compensated their full salaries, including instructional stipend positions (e.g., team leaders, department heads), in accordance with the provisions of the collective bargaining agreement between the Board and the Association. Stipends for coaching and advising other student activities shall be paid only if such sports or other activities are held, and such stipends shall be prorated depending on how long such sports or other activities occur.

37. The number of accumulated sick leave days shall be capped at 186 days for bargaining unit members.

38. Teachers shall be evaluated in accordance with statute, including such flexibilities as have been and may be provided during this COVID health crisis.

39. All provisions of the CBA between the Board and the Association shall remain in effect except to the extent such provisions have been modified by this Agreement.

40. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this MOA in the future if circumstances related to COVID-19 and/or its impact on the District change or otherwise evolve following the execution of this Agreement by both parties.

41. This MOA shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Agreement.

42. This Agreement shall terminate either upon the end of the COVID-19 health emergency as determined by the Board in consultation with public health officials or June 30, 2021, whichever is earlier.

Jennifer K. Burgin

Association

Board

September 4, 2020

Date

Date