

MEMORANDUM OF AGREEMENT

BETWEEN

THE EASTFORD BOARD OF EDUCATION

AND

THE EASTFORD TEACHERS' ASSOCIATION

The Eastford Board of Education; (the "Board") and the Eastford Teachers Association (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") working conditions related to COVID-19 for the July 1, 2020 – June 30, 2021 work year only:

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, or by an authority outside the District.
2. The parties understand and acknowledge that, during the 2020-2021 work year, The Board may require hybrid work weeks and/or other work arrangements for reasons related to COVID-19, and that such work arrangements may be directed by the Board and/or the Superintendent, or by an authority outside the District.
3. In the event of remote work due to school closures, a hybrid work week model, and/or other such work 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 in accordance with past practices and with the parties' collective bargaining agreement, except as specifically modified in this Memorandum of Agreement.
4. As determined by the District in consultation with local health officials, school buildings may be open to bargaining unit members during school closures. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members who are comfortable reporting to an open school building may perform remote work or other work as necessary to fulfill job responsibilities in the building.
5. Bargaining unit members performing work from a remote location shall be required to be available to students and parents/guardians during the teacher work hours per contract.

6. The administration will set up and administer a Help ticket system for assistance with technology. Depending on the nature of the issue the item may be forwarded to the Technical Assistant/Troubleshooter, the district IT specialist or other district staff as deemed appropriate.

7. In the event of school closures, bargaining unit members working from a remote location shall be available to students and parents/guardians through district-based electronic platforms as directed by the Board. In no event shall teachers be required to use personal cell phone numbers.

8. Employees' requests for permission not to return to work will be addressed in accordance with any applicable leave provisions set forth in the parties' collective bargaining agreement and, to the extent applicable, the Families First Coronavirus Response Act (FFCRA), the federal Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and any other applicable law. In the event an employee exhausts any leave entitlement referenced above, he or she may apply for additional leave in accordance with the sick leave bank set forth in the parties' contract. Such application will be subject to the same requirements as set forth in the contract. The parties recognize this provision does not guarantee such employee's application request will be granted.

9. Live streaming from classrooms or teacher homes to students participating remotely may be used to implement interactive learning, subject to the following:

- a. It is only to be used during the COVID-19 health crisis without prior negotiation.
- b. The teacher will not be responsible for any claims of privacy violations (including FERPA) directly attributable to live streaming (as opposed to teacher actions).
- c. The Board will inform parents/guardians and students that they are not permitted to record live streamed lesson except when such recordings are a necessary accommodation implemented in consultation with the affected teacher.
- d. Live Streaming shall not be used to reduce the number of classes offered/course offerings
- e. 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.
- f. Any teacher who engages in teaching via webcam will not be expected to be in camera view for the entire length of the class.

10. Should a student demonstrate a pattern of absenteeism and/or a pattern of failure to complete assignments, bargaining unit members shall first communicate to parents/guardians regarding the lack of participation. If the pattern of truancy continues, the bargaining unit member shall inform the building Principal to address the issue accordingly.

11. In the event a bargaining unit member requires absence from work responsibilities, the bargaining unit member shall report such absences through normal means and the contractual requirements and restrictions relating to such absences shall apply.
12. Bargaining unit members shall not be subject to disciplinary action for lesson planning, implementation, delivery, and/or student assessment associated with remote work without consideration of the special circumstances surrounding this 2020-2021 school year.
13. All days of in-person instruction, remote work due to school closure, the hybrid work week model, and/or other such work arrangements, shall be in accordance with the established work day (seven hours and forty-five minutes), and shall be applied to the teacher work year as outlined in the collective bargaining agreement between the Board and the Association.
14. Except as a teacher and a parent/guardian may otherwise agree, parent conferences as described in the parties' contract shall only occur from a remote work location and during the timeframes as set forth in the collective bargaining agreement and/or in accordance with existing past practices between the parties.
15. All meetings involving bargaining unit members shall occur utilizing remote technology unless all applicable social distancing protocols, as set forth by CDC guidelines for social distancing and state and local regulations for social distancing can be followed. Teachers shall have the discretion to attend such meetings remotely from a location within the building
16. The Board shall provide masks for teachers who prefer reusable masks. All other Personal Protective Equipment (PPE) required by the state of CT, local health department, municipality, or BOE as appropriate to the teacher's assignment 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.
17. All bargaining unit members shall be provided cleaning supplies and hand sanitizer as recommended by CDC.
18. Bargaining unit members shall not be responsible for daily cleaning of classrooms and/or equipment in a manner that is inconsistent with prior practices. The Board will employ appropriate personnel to perform thorough cleanings.
19. Bargaining unit members shall not be responsible for taking students' temperatures. Teachers shall not be required to teach students who repeatedly refuse to wear PPE or who repeatedly refuse to comply with social distancing except for teaching children with medical exemptions substantiated with medical documentation or in accordance with State of Connecticut guidelines and regulations, in which case additional PPE will be made available as required.

20. Bargaining unit members shall be compensated their full salaries, including instructional stipend positions (e.g., head teacher), in accordance with the provisions of the collective bargaining agreement between the Board and the Association. Stipends for coaching and 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.

21. Bargaining unit members who have risk factors for COVID-19, may have the option to work only from a remote work location only if such option is available, as determined by the Administration, and consistent with the qualifications of the unit member.

22. All provisions of the collective bargaining agreement between the Board and the Association shall remain in effect except to the extent such provisions have been modified by this Agreement.

23. The parties understand and acknowledge that on August 11, 2020, the State Department of Education issued a plan regarding the flexibilities for implementing the "CT Guidelines for Education Evaluation 2017" for the 2020-21 year only. The PDEC committee and the Superintendent shall meet to discuss the adoption of such flexibilities. Should the PDEC and the Superintendent mutually agree to adopt such flexibilities, they shall notify the Bureau of Educator Effectiveness and Professional Learning by October 1, 2020.

24. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this Memorandum of Agreement 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.

25. This Memorandum of Agreement 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.

26. 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.

Melissa Dussard
Eastford Teachers' Association

Donna Reade
Eastford Board of Education

09/10/2020
Date

09/10/2020
Date.