

MEMORANDUM OF AGREEMENT

BETWEEN

SUFFIELD BOARD OF EDUCATION

AND

SUFFIELD EDUCATION ASSOCIATION

The Suffield Board of Education; (the "Board") and the Suffield Education Association (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding remote work due to quarantines, school closures, hybrid work week models, and/or other such work arrangements related to COVID-19 working conditions for the 2021-2022 work year only:

1. The parties understand and acknowledge that, during the 2021-22 school year, schools in the Suffield Public Schools must make adjustments to working conditions for reasons related to the COVID-19 health emergency.
2. The parties further understand that remote instruction is permissible for the 2021-2022 school year only in the limited circumstances outlined by the Commissioner of Education, namely:
 - (a) for students who must be in COVID-19 isolation or quarantine,
 - (b) to address localized outbreaks in a school or specific school district, and
 - (c) in rare and individualized circumstances, for students with elevated risks from COVID-19 exposure due to co-habiting family members with documented vulnerability to COVID-19.
3. As such, during the 2021-22 school year, all employees shall provide instruction and related educational opportunities for students through in-person instruction or remote learning, as directed by the Superintendent and/or designee(s), in accordance with the provisions of this Memorandum of Agreement. The parties understand and acknowledge that, during the 2021-22 work year, the Board may require altered work arrangements for reasons related to COVID-19, and that such work arrangements shall be determined by the Board and/or the Superintendent, or by an authority outside the District. Teaching assignments for the 2021-22 school year shall continue to be made in accordance with all applicable provisions of the collective bargaining agreement between the Board and the Association.
4. The Association shall be given at least two (2) representatives on any school committees designated for the purpose of opening schools and ongoing operation of schools during the pandemic, and additional representation when needed sufficient to cover any related subcommittee, district-wide or by building.

5. The Board will make every effort to provide for three (3) feet of social distancing to the greatest extent possible between each student and each teacher in any classroom, or six (6) feet in areas of increased respiration, in addition to wearing of face coverings. If social distancing cannot be accommodated with normal class sizes, six (6) feet shall exist between the first row of students and teacher workspace, to the greatest extent possible. The district will work collaboratively with bargaining unit members to address safety and equity concerns, and will make adjustments where feasible.
6. Teachers shall be notified if contact tracing has shown that they have potentially been exposed to someone who has tested positive for COVID-19.
7. The Board shall consider requests by bargaining unit members for health care accommodations as required by a physician and child care issues related to COVID-19 on a case-by-case basis.
8. Any bargaining unit member who is directed by the Board to be quarantined due to exposure to COVID-19 inside the workplace shall be placed on paid administrative leave, subject to the availability of remote work as determined by the Administration. Conversely, any bargaining unit member who must quarantine or isolate due to a COVID-19 exposure from outside the workplace shall be required to utilize accumulated personal leave or up to five (5) sick days, subject to the availability of remote work as determined by the Administration.
9. The Board shall implement the vaccination mandate set forth in Executive Order 13G, in accordance with guidance set forth in the Frequently-Asked-Questions document issued by the Connecticut State Department of Education on August 25, 2021, as amended, and the Implementation Guidance for Executive Order 13G issued by the Department of Public Health, updated on September 17, 2021, and as amended.
10. As determined by the Board in consultation with local health officials, school buildings may be open to bargaining unit members during a school closure. The day following any whole school closure because of COVID-19, collective bargaining unit members will be able to teach remotely through synchronous learning. During any other school closure, bargaining unit members will be expected to teach from their classrooms.

11. If bargaining unit members are required to provide full-time remote instruction as directed by the district, they shall, just as in in-person instruction, be available to students and parents through various methods, including but not limited to email, Google Classroom or SeeSaw during a time designated by the teacher (that shall be no greater than the amount of student contact time on a regular school day), utilizing when possible the guidelines and suggested schedules put forth by the Administration.
12. Bargaining unit members providing full-time remote instruction as directed by the district shall not be required to use personal phones or other personal electronic devices to communicate with students and parents. Bargaining unit members who choose to use their personal devices are encouraged to dial *67 to keep their information private, and are never required to disclose their personal phone numbers to anyone.
13. Any teacher approved and/or directed by the Administration to work remotely shall be provided with technological equipment capable of providing efficient live streaming of high quality lessons as determined by the Administration. The Association shall be provided opportunity for input before purchase of upgraded technology.
14. Bargaining unit members may be responsible for performing work responsibilities to remotely-located students. Bargaining unit members shall livestream passive instruction for remote learners in listen-only mode. Teachers will provide reasonable access to in-class digital learning materials. Remote instruction or direct assistance with work if needed will be provided by designated homebound instruction staff. Work performed after school hours or during preparation time, as agreed-upon with administration, will be paid at their per diem rate. The parties agree that remote learning will not be used for the purposes of providing instruction and services to students absent because of reasons unrelated to COVID-19.
15. Live streaming from classrooms to students participating remotely may be required in the event that students are isolated or quarantined, to implement passive learning as directed by the Board.
 - a. Live streaming 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 lessons 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 be expected to be in camera view for direct instruction that occurs at the onset of lessons. It is understood that teachers will be leaving camera view to interact with in-person students throughout the lesson.
16. During remote work, if administration determines that a bargaining unit member does not have teaching responsibilities that can be accomplished via an electronic platform, those bargaining unit members may be required to engage in student support, specific job-related responsibilities, and/or professional development activities as set forth by the Board.
 17. Bargaining unit members who comply with the district's plan in good faith shall not be subject to disciplinary action only for lesson planning, implementation, delivery, and/or student assessment associated with remote work due to the special circumstances surrounding this 2021-2022 school year.
 18. Bargaining unit members required to learn new technology, curriculum, teaching methods, or otherwise prepare for remote work or other alternate work arrangement shall be afforded contractually-agreed upon professional development time during the normal workday.
 19. Except as a teacher and a parent/guardian may otherwise agree, parent conferences as described in the parties' contract shall only occur in-person and during the timeframes as set forth in the collective bargaining agreement. PPTs may also be conducted virtually if parents mutually agree.
 20. Meetings involving bargaining unit members will occur in-person unless otherwise set forth by school or district administration. Any bargaining unit member who is not comfortable attending an in-person meeting shall be permitted to attend using remote technology with administrator approval.
 21. The number of students assigned to an individual bargaining unit member shall be consistent with the guidelines currently provided for in Article 16 (Class Size) of the parties' collective bargaining agreement between the Board and the Association, except as necessitated by exigent circumstances, and no longer than two (2) weeks without mutual agreement from affected teachers. The Association reserves the right to negotiate over the impact of any such change and the Board agrees to commence impact negotiations immediately upon request.

22. The Board shall provide a mask to a teacher who does not have one. All other Personal Protective Equipment (PPE) required by the state of CT, local health department, municipality, or Board that is appropriate to the teacher's responsibilities shall be provided by the Board (i.e. surgical masks, plastic desk dividers, face shields, shield neck guards, safety glasses, gloves, gowns, hand sanitizer). Teachers shall not be required to reuse PPE beyond guidance recommended by the Center for Disease Control (CDC), state, federal and/or local authorities.
23. All bargaining unit members shall be provided cleaning supplies as recommended by CDC. 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. At the request of the Union and during district held Wellness Committee meetings, the Board will share information with the Association on the maintenance, cleaning, filtration, and functionality of district HVAC systems and individual heating and cooling units. In addition, the Board agrees to utilize Indoor Air Quality teams with union representation to review air quality at each school on a monthly basis.
24. Bargaining unit members shall not be responsible for organizing, packing, or distributing materials from students' desks, cubbies, and/or lockers beyond current past practice before the COVID-19 health emergency.
25. Bargaining unit members shall not be responsible for taking students' temperatures. When a teacher's responsibilities require extended close proximity to, or physical contact with, a student, additional PPE will be made available.
26. 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.
27. Bargaining unit members may be asked to provide coverage in lieu of a substitute in accordance with any provisions set forth in the collective bargaining agreement. To maintain safety and the integrity of cohorts, the district is committed, where feasible, to increasing availability of district building substitutes and limiting requests for teachers to provide coverage (including coverage through splitting classes/absorption of students into another class). To the extent possible, staff shall volunteer and assignments shall be made equitably.

28. Bargaining unit members shall be compensated their full salaries, including instructional stipend positions (e.g., team leaders, department heads), for which they have a signed contract 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 in accordance with previous practice and/or expectation. If administration determines that stipend roles are not fulfilled as expected, a pro-rated rate of pay will be negotiated with union leadership.
29. On June 2, 2021, the SBE updated the *Flexibilities for Implementing the CT Guidelines for Educator Evaluation 2017 for the 2021-22 School Year*. The PDEC and the Superintendent have mutually agreed to adopt such flexibilities, and have notified the Bureau of Educator Effectiveness and Professional Learning by the State deadline.
30. 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.
31. 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. The parties recognize that the reopening of school for the 2021-2022 school year is a fluid situation, and the parties agree to discuss and, if requested by either party and as required by law, negotiate over the impact of additional issues regarding working conditions for teachers as may arise.
32. 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.

Signed:



For Suffield Board of Education

11/30/2021
Date



For Suffield Education Association

12/3/21
Date

