TENTATIVE AGREEMENT OFF-THE-RECORD 9-24-2020

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 school closures, hybrid work week models, and/or other such work arrangements related to COVID-19 working conditions for the July 1, 2020 – June 30, 2021 work year only:

1. The parties understand and acknowledge that on June 29, 2020, the State Department of Education issued a plan regarding the reopening of school for the 2020-21 school year, entitled "Adapt, Advance, Achieve: Connecticut's Plan to Learn and Grow Together" (the "SDE Reopening Plan"), as well as issued subsequent updates to State guidance to school districts on reopening. This guidance lays out State priorities and recommendations on learning models and conditions under which reopening may occur, providing the foundation for Board decisions for Suffield Public Schools.

2. During the 2020-21 school year, all employees shall provide instruction and related educational opportunities for students through in-person instruction, remote learning and/or blended 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 2020-2021 work year, the Board may require hybrid work weeks[1] and/or other 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 2020-21 school year shall continue to be made in accordance with all applicable provisions of the collective bargaining agreement between the Board and the Association.

[1] (For purposes of this Agreement, a hybrid work week means one that may require both remote and in-person instruction).

3. The Association shall be given at least two (2) representatives on any committees designated for the purpose of reopening schools, and additional representation when needed sufficient to cover any reopening subcommittee district-wide or by building.

4. The Board shall require six (6) feet of spacing ("social distance") between each student in any classroom, where feasible, in addition to wearing of face coverings. If six-foot spacing cannot be accommodated with normal class sizes, six (6) feet shall exist between the first row of students and teacher workspace. The district will work collaboratively with bargaining unit members to address safety and equity concerns, and will make adjustments where feasible.

5. In the event of a school exposure to COVID-19, the Board will provide information, as needed, regarding testing for students, teachers and staff who have come into contact with someone who has contracted COVID-19 or has symptoms of COVID, and institute contact tracing protocols in consultation with the local health advisor.

6. 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, in accordance with the parties' collective bargaining agreement, 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.

7. The Board may provide unpaid leave(s) of absence(s) as defined by the collective bargaining agreement (including the right of the bargaining unit member to return their teaching position upon return), to members who cannot be accommodated as required by a physician, on a case-by-case basis. 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.

8. 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 such school closure, bargaining unit members will be expected to teach from their classrooms, except on Wednesdays when teachers may teach from home through both synchronous and asynchronous instruction. On non-Wednesdays during a school closure, bargaining unit members may request approval from the Superintendent or his designee to work from home. Such requests shall not be unreasonably denied, however, the denial of any such requests shall not be subject to the grievance procedure set forth in the parties' collective bargaining agreement.

9. Bargaining unit members shall 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.

10. Bargaining unit members 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.

11. If all teachers are directed by the Administration to work remotely, bargaining unit members 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.

12. Bargaining unit members may be responsible for performing work responsibilities to remotely-located students and in-person on the same workday. In this event, they shall, at minimum, be given three (3) of the four (4) after-school Tuesday meeting times (or other such meeting time if held on another day) for self-directed Distance Learning planning time.

    In addition, the following will apply:

    1. AWS/MIS = One (1) time per week, each class will go to a second block of their assigned special. This will mean, in a two-week period, instead of students having a special ten (10) times, they will have it twelve (12) times.
    2. SMS= Team planning period will be utilized for distance learning collaboration and planning.
    3. SHS= Forty (40) minutes of time from "Wildcat" time will be given to teachers. Union/Team leadership will work with school administration to work out details.

13. Live streaming from classrooms to students participating remotely will be used to implement interactive 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. Bargaining unit members may exercise discretion to turn off their video or audio when not providing direct instruction or otherwise interacting directly with students. It is understood that teachers will be leaving camera view to interact with in-person students throughout the lesson.
g. Bargaining unit members may utilize passive instruction for remote learners during hybrid or full-distance learning live lessons conducted until October 2, 2020, unless they voluntarily choose to implement interactive live lessons.

14. During remote work, hybrid work week models, and/or other such work arrangements, 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.

15. 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 2020-2021 school year.

16. All days of remote work, 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.

17. Bargaining unit members required to learn new technology, curriculum, teaching methods, or otherwise prepare for remote work, a hybrid work week model, or other such work arrangement shall be afforded contractually-agreed upon professional development time during the normal workday.

18. 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. PPTs may be conducted virtually if parents mutually agree.

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. Any bargaining unit member who is not comfortable attending an in-person meeting shall be permitted to attend using remote technology with administrator approval.

20. 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.

21. 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.

22. 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. 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.

23. 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.

24. Bargaining unit members shall not be responsible for taking students' temperatures. Teachers shall not be required to teach students in-person who repeatedly refuse to wear PPE or who repeatedly refuse to comply with social distancing, except for teaching children with exceptionalities as per medical recommendation. When a teacher's responsibilities require extended close proximity to, or physical contact with, a student, additional PPE will be made available.

25. 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.

26. 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 through splitting classes/absorption of students into another class. To the extent possible, staff shall volunteer and assignments shall be made equitably.

27. 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.

28. 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. 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.

29. 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.

30. 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.

31. 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.

32. This Agreement shall terminate either upon the end of the COVID-19 health emergency for schools as determined by the State Department of Education in consultation with public health officials or June 30, 2021, whichever is earlier.

Signed:

_____	_____
For Suffield Board of Education	For Suffield Education Association
_____	_____
Date	Date