

MEMORANDUM OF AGREEMENT

BETWEEN

DERBY BOARD OF EDUCATION

AND

DERBY EDUCATION ASSOCIATION

The Derby Board of Education; (the "Board") and the Derby 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, 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 as described in this Memorandum of Agreement in accordance with past practices and with the parties' collective bargaining agreement.
4. If a Bargaining unit member requests reasonable accommodation while in school instruction are being taught:
 - A. Employees/Families at risk:

As evidenced by medical documentation from a licensed physician, bargaining unit members who seek reasonable accommodations related to COVID-19 will be addressed in the following sequential order:

 - 1) Bargaining unit members considered "high risk" for COVID-19. as defined by the CDC;
 - 2) Bargaining unit members who resides with someone who is considered "high risk" for COVID-19, as defined by the CDC;

- 3) Bargaining unit members considered as someone who "might be at high risk" for COVID-19, as defined by the CDC;
- 4) Bargaining unit members who reside with someone who "might be considered at high risk" for COVID-19, as defined by the CDC.

With respect to the aforementioned bargaining unit members, the Board will attempt to provide reasonable accommodations in the following manner:

- 1) The bargaining unit member will be provided with remote work, if remote work is available.
- 2) If no remote work is available, the Board will determine if another form of a reasonable accommodation can be offered.
- 3) If no remote work is available and no reasonable accommodation can be provided, the bargaining unit member may use his or her sick leave during the period of time in question (unless the bargaining unit member is eligible for paid sick leave under the FFCRA). Under such circumstances, the employee will first receive paid sick leave under the FFCRA and then use his/her paid sick leave. When paid expanded family and medical leave is provided under the FFCRA, the bargaining unit member shall be required to use concurrent with such leave accrued leave that, under the collective bargaining agreement, would be available to the member in that circumstance.

B. If Bargaining unit members is "uncomfortable" reporting to work and does not qualify for leave under the FFCRA or under the federal family and medical leave act (FMLA) and does not qualify for an accommodation under the ADA, he/she may use his/her available sick leave in accordance with the terms of the collective bargaining agreement between the Board and the Association.

5. The Board and the Association shall consider childcare issues for bargaining unit members on a case-by-case basis.
6. Bargaining unit members unable to work for reasons of Covid-19 mandatory quarantine shall be afforded opportunity to remote work if able and if not will be covered under terms of FFCRA or placed on paid leave status where the source of the exposure is demonstrated to be likely work-related. In cases where FFCRA is not available and source of exposure not demonstrated as likely work-related employee may use sick days.
7. 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 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 according to the hours set forth in the collective bargaining agreement.
8. 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, Zoom, Google Meets, Google Classroom, or telephone. Teachers will check their email or Google Classroom daily. Teachers will speak with students or parents/guardians as appropriate.
 9. The parties understand and acknowledge that for reasons related to COVID-19, the Board and/or the Administration may direct the use of synchronous and asynchronous learning, including, but not limited to, live video instruction (live streaming), recorded video instruction and synchronous student engagement as part of hybrid or blended learning models. When live streaming or recording is used as part of the teaching and learning process:
 - a. The teacher will not be responsible for any privacy violations including FERPA that result from recorded classrooms.
 - b. No parent and/or student will be permitted to record lessons.
 - c. Any/all IT issues that go beyond the most basic expectations for a teacher will not be the teacher's responsibility.
 - d. Teacher shall have control over camera or streaming device: where camera is directed, when it is on, muted, or recording when following The District's authorized distance-learning or hybrid-learning plan.
 - e. Association retains right to bargain impact of any increase in work load demonstrably following the requirement simultaneously instruct live learners and remote learners.
 10. Should bargaining unit members, parents or students need assistance with troubleshooting technical issues while working from a remote location, they should contact their district's IT personnel or other designated staff as determined by the Superintendent.
 11. During remote work due to school closure or hybrid work week models, administration will ensure that any bargaining unit member who does not have an assigned classroom is engaged in certification related responsibilities, and/or professional development activities as set forth by the Administration.
 12. Should a student demonstrate a pattern of absenteeism and/or a pattern of failure to complete assignments during remote work due to school closure, the hybrid work week model, and/or other such work arrangements, bargaining unit members shall first communicate via phone call and an email to parents regarding the lack of participation. If the pattern of truancy continues, the bargaining unit member shall inform the building

- Principal or designee(s) and/or the school counselor via an email to address the issue accordingly.
13. 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. The bargaining unit member will be responsible for informing parents of the absence, to the extent possible, via a post or an out-of-office reply.
 14. 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.
 15. Any elementary school teachers assigned both and morning and afternoon duties will be exempt from having to give up three preparation periods per month for meetings and one Wednesday extended day per month.
 16. Bargaining unit members required to learn new technology, curriculum, teaching methods, or otherwise prepare for remote work due to school closure, a hybrid work week model, or other such work arrangement shall be afforded corresponding 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 collective bargaining agreement.
 17. 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 in-person meetings shall be permitted to attend all meeting from a remote location.
 18. 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
 19. All bargaining unit members shall be provided cleaning supplies as recommended by CDC for use at their discretion.
 20. 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 CDC and local health officials.
 21. Bargaining unit members shall be compensated their full salaries in accordance with the provisions of the collective bargaining agreement between the Board and the Association. The Board reserves the right to cancel extracurricular activities associated with stipends, including sports, in

part or in full, in which case, stipends will be paid on a pro rata basis according to work performed.

22. The Board and the Association agree to adopt the "Flexibilities for Implementing the CT Guidelines for Educator Evaluation 2017 for the 2020-2021 School year" as outlined in the CT State Department of Education Commissioner's directive dated August 11, 2020 including as may be amended, superseded, and/or revoked.
23. 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.
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 reopening of schools for regular classes or June 30, 2021, whichever is earlier.

Association

Board

Date

Date