

## **MEMORANDUM OF AGREEMENT**

**between**

**PLAINFIELD BOARD OF EDUCATION**

**and**

**PLAINFIELD EDUCATION ASSOCIATION**

The Plainfield Board of Education (hereinafter referred to as the "Board") and the Plainfield Education Association (hereinafter referred to as the "Association") which at times may be referred to as the "Parties", and whose signatures are affixed hereinbelow, hereby enter into the following Memorandum of Agreement (henceforth referred as the "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 his/her designee(s) (henceforth referred to as the "Administration") or by an authority outside the school district.
2. The Parties understand and acknowledge that, during the 2020-2021 work year, the Board may require hybrid work weeks or other work arrangements for reasons related to COVID-19, and that such work arrangements may be directed by the Board and/or the Administration, or by an authority outside the school 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 Administration, perform work as described in this MOA in accordance with its terms, and to the extent applicable, past practices and with the Parties' collective bargaining agreement.
4. The Association shall be given at least two (2) representatives on any committees designated for the purpose of re-opening schools and/or the continuation of any COVID-19 discussions throughout the 2020-2021 school year.
5. Bargaining unit members who have risk factors for COVID-19 as set forth in CDC guidance or who reside with someone who has risk factors for COVID may request a reasonable accommodation and/or leave. Such accommodation or leave request shall be determined by the Board through the Superintendent in accordance with applicable law and/or any application of the collective bargaining agreement.
6. The Board through the Superintendent shall consider requests for leave to address COVID-19 related childcare concerns for bargaining unit members on a case-by-case basis in accordance with state and federal law and the provisions of the collective bargaining agreement.

7. As determined by the Board, in consultation with local health officials, school buildings may be open to bargaining unit members during remote work due to school closures. The Administration shall notify bargaining unit members if buildings are open. Bargaining unit members reporting to an open school building at the direction of the Administration 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 or as may be modified by this MOA.
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, Google Classroom, or telephone. In no event shall teachers be required to use personal cell phones or other personal electronic devices for communication with students and parents. Teachers will check their email or Google Classroom daily. Teachers will speak with students or parents/guardians as may be appropriate.
9. Bargaining unit members shall be provided with desk top computers or laptops for the purpose of remote work.
10. All recorded lessons, synchronous student engagement, live video instruction, and/or office hours shall be conducted by bargaining unit members as directed by school administration. In no event will recorded lessons be used as an evaluation tool of the bargaining unit member.
11. The Parties agree that teachers may be required to stream live or recorded asynchronous instruction to remote students during hybrid instruction. Live streaming from classrooms or teacher homes to students participating remotely will be used to implement interactive learning as directed by the Board, subject to the following:
  - 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 not be expected to be in camera view for the entire length of the class.
12. Bargaining unit members needing assistance with troubleshooting technical issues while working from a remote location, should contact the school district's IT personnel or district designated personnel.

13. Should a student demonstrate a pattern of absenteeism and/or a pattern of failure to complete assignments during remote work due to school closures, the hybrid work week model, and/or other such work arrangements, bargaining unit members shall first communicate via an email to parents regarding the lack of their student's 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 in order to address the issue accordingly.
14. 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 the normal means and the contractual requirements and restrictions relating to such absences shall apply.
15. Leave requests by a bargaining unit member who must be absent from work due to a mandated quarantine and/or becomes ill due to COVID-19 exposure from the school environment shall be placed on paid administrative leave and shall not be required to utilize contractual leave provisions. Each request shall be addressed on a case-by-case basis in accordance with state and federal law and the provisions of the collective bargaining agreement.
16. Bargaining unit members' lesson planning, implementation, delivery, and/or student assessment associated with remote work due to the unique circumstances surrounding this MOA shall be addressed through support related to TEVAL as provided for in #29 herein.
17. 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 Parties.
18. 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 professional development time during the normal workday, as scheduled by the Administration. 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, unless otherwise agreed by the Board and the Association. In the event a bargaining unit member is requested by the Administration and volunteers to learn new technology, curriculum, teaching methods or otherwise prepare during the summer months or school vacation periods, the Board shall compensate any such member at the contractual PD stipend rates.
19. Parent conferences, Open House and other meetings involving bargaining unit members may occur utilizing remote technology where necessary to comply with guidelines issued by State of Connecticut or local health authorities.
20. Administration and bargaining unit members will comply with the social distancing requirements set forth in the State re-opening plan and Board policy and regulation, as such may be amended from time to time.
21. In order to maintain social distancing requirements, the number of students assigned to a bargaining unit member in a classroom shall be consistent with CDC guidelines and/or the

state and local regulations. A bargaining unit member shall not be concurrently responsible for direct or indirect instruction of those students assigned to another bargaining unit member.

22. All Personal Protective Equipment (henceforth referred to as "PPE") required by the State of Connecticut, local health department, municipality, or Board shall be provided by the Board, including the following conditions:
  - a. Teachers shall not be required to reuse PPE beyond the guidance recommended by the CDC, state, federal and/or local authorities.
  - b. The BOARD shall provide bargaining unit members with masks as a means of addressing PPE requirements and teachers shall not be required to reuse such masks beyond the guidance provided by the authorities referenced hereinabove.
  - c. Certain bargaining unit members may be required to wear additional PPE that is specific to their assignment and such PPE shall be provided by the BOARD.
  - d. Bargaining unit members who for medical reasons cannot wear masks are required to provide written documentation from their physician and the Administration may require such bargaining unit member to comply with alternative health and safety requirements as may be developed for such teacher.
23. All bargaining unit members shall have access to cleaning and disinfection supplies as recommended by CDC for use at their discretion and will be provided appropriate protective wear for maintaining the instructional environment.
24. Bargaining unit members shall not be solely responsible for daily cleaning or sanitizing of classrooms and/or equipment beyond normal protocols and past practice. -The Board shall endeavor to have appropriate personnel to clean computers, desks, teaching materials, science equipment, or other educational-related tools on a daily basis or as required by protocols set forth for repeated student use.
25. Bargaining unit members shall not be responsible for organizing, packing, or distributing materials from students' desks, cubbies, and/or lockers beyond procedures established through past practice.
26. Bargaining unit members shall not be responsible for any health-related procedures not associated with the Parties' past practice, taking students' temperature. Students who repeatedly fail to utilize required PPE's or fail to adhere to required social distancing protocols may be referred to the building administration.
27. Bargaining unit members shall not provide substitute coverage except in accordance with any provisions set forth in the collective bargaining agreement.
28. 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 provided, instruction is being performed either in-school or remotely in accordance with the school calendar. Bargaining unit members shall be compensated for stipend position work

performed on a prorated basis for stipend work positions approved by the Superintendent. The Board or Administration may cancel extracurricular activities associated with such stipend position work approved by the Superintendent for COVID-19 related reasons. Under such circumstances, the bargaining unit member shall receive either a prorated percentage of the stipend based on the work performed or no stipend if no work is performed. No work may be performed relating to any stipend position that has not been authorized in advance by the Superintendent or his/her designee.

29. 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 2020-2021 year only. The PDEC Committee and the Superintendent shall meet to discuss the adoption of such flexibilities. Should the PDEC Committee and the Superintendent mutually agree to adopt such flexibilities, they shall notify the Bureau of Educator Effectiveness and Professional Learning by October 1, 2020. Nothing in this MOA, however, waives the Board's ability to supervise bargaining unit members with the provision of all due process requirements and those requirements under the collective bargaining Agreement. This provision shall not preclude administrators from providing support and feedback to bargaining unit members as appropriate.
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 MOA.
31. 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 school district change or otherwise evolve following the execution of this MOA by both Parties.
32. This Agreement shall not be used as precedent or cited as a practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this MOA.
33. The Parties may modify this MOA by written agreement.
32. This MOA 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.

**For the Plainfield Board of Education**

  
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Its Representative

Date: October 20, 2020

**For the Plainfield Education Association**

  
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Its Representative

Date: October 18, 2020