

Board of School Trustees

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Scott M. Wyndham, Ed.D.



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February 16, 2022

Indiana Education Employment Relations Board

Uploaded with Current Collective Bargaining Agreement and MOU Via Gateway

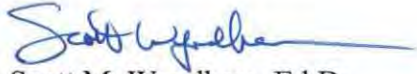
To the Indiana Education Employment Relations Board (IEERB):

In accordance with 560 Indiana Administrative Code 2-8-4(d)(1), the Avon Community School Corporation (School), submits this explanation and request for review by IEERB of a bargained and ratified limited MOU outside of the bargaining timelines. In support of this request, School state as follows:

1. During this second semester of the 2021-22 school year, the School has experienced an unprecedented number of staffing issues and absences due to COVID-19, even among fully-vaccinated employees, giving rise to potential immediate, widespread economic hardship and hesitancy to follow COVID reporting and quarantine/isolation protocols among teachers with little available paid leave.
2. The School and the teacher's exclusive representative have determined that a waiver of the leave transfer waiting period for teachers hired from other school corporations and the contractual unpaid leave requirement for sick leave bank use are impediments to economic stability and following of COVID protocols among those teachers with little available paid leave, and therefore should be temporarily suspended.
3. The School was unable to anticipate the need for these suspensions during the Teacher Negotiation Bargaining window of September 15, 2021- November 15, 2021 because the School had not yet experienced the unprecedented number of staffing issues and absences due to COVID, even among fully-vaccinated employees, that has given rise to this MOU.
4. Therefore, the School, in accordance with 560 IAC 2-8-4(d)(1), submits the above explanation and kindly requests that IEERB review and approve the enclosed bargained and ratified MOU in order to establish COVID Paid Leave outside of the allowable bargaining window.

Wherefore, the School respectfully requests that IEERB review and approve the COVID Leave MOU.

Respectfully submitted,



Scott M. Wyndham, Ed.D.
Superintendent

Cc: Kristin Williams, Director of Human Resources
Suzy Lebo, Avon Federation of Teachers (AFT) President


**MEMORANDUM OF UNDERSTANDING BETWEEN
THE AVON COMMUNITY SCHOOL CORPORATION AND THE
AVON FEDERATION OF TEACHERS ON LEAVE FLEXIBILITY DUE TO
HIGH COVID-19 LEVELS**

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the School Board of Avon Community School Corporation, herein referred to as the "School" or "ACSC", and the Avon Teachers Federation, herein referred to as the ATF.
2. **Purpose:** The purpose of this MOU is to formally establish a temporary amendment to the 21-22 Contract Agreement to remove the requirement that a teacher first use unpaid leave days before accessing the sick leave bank when a teacher contracts COVID, and to permit teachers who came to Avon from other school corporations to immediately transfer sick leave days to Avon, rather than waiting the currently-required one-year period. This provision was unable to be added during the negotiation window of September 15, 2021 to November 15, 2021, set by the General Assembly, because at that time, the COVID pandemic had not led to such a high number of positive tests even among vaccinated individuals. Therefore, this MOU is necessary to prevent immediate, widespread economic hardship to teachers, and to encourage teachers to follow COVID reporting and quarantine/isolation protocols.
3. **Waiver of Article V., Section H., Number 4., Paragraph d. for COVID-related Sick Leave Bank requests:** As a result of the impact of COVID-19 during the 2021-2022 school year, the Parties agree that the requirement that a teacher be absent for at least four (4) duty days after exhaustion of paid leave benefits prior to use of sick leave bank days will be waived for SLB requests related to personal illness during the remainder of the 2021-2022 contract year. Any teacher who tested COVID+ from July 1, 2021 through the remainder of the 2021-2022 school year is eligible for SLB requests related to duty days missed directly as a result of their COVID+ personal illness.
4. **Waiver of 1-year waiting period of IC 20-28-9-10:** The Parties agree that, for the 2021-22 contract year only, a teacher hired with a sick leave balance from another school corporation will be granted an immediate transfer of three (3) sick leave days under this statute, rather than being required to wait until the teacher's second year at ACSC, as contemplated by the statute.
5. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than June 30, 2022. The parties acknowledge and agree that the provisions of this MOU are not intended to continue

beyond this period, and shall not constitute status quo provisions under the parties' existing collective bargaining agreement.

6. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Avon Community School Corporation



Cynthia Simmons, School Board President

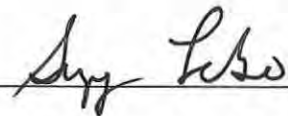
2/14/22
Date



Scott M. Wyndham, Superintendent

2/15/22
Date

Avon Federation of Teachers



Suzy F. Lebo, AFT President

2/16/22
Date