

MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES REGARDING COVID-19

Licensed Professionals

The WASHINGTON CENTRAL UNIFIED UNION SCHOOL DISTRICT ("District") and the WASHINGTON CENTRAL EDUCATORS UNION ("Union") enter this Memorandum of Understanding ("MOU") regarding issues related to the Coronavirus pandemic ("COVID-19") for licensed professionals.

The District and Union agree to follow the federal and state Declarations of Emergency, applicable Executive Orders from the Governor, Agency of Education guidance, Vermont Department of Health (DOH) guidance, and other applicable agency directives, resolutions and orders.

The parties agree to the following:

1. Licensed professionals will report to their worksite unless they are subject to a Federal, State or local quarantine or isolation order or are sick or disabled or otherwise excused from work under the terms and conditions of the Collective Bargaining Agreement ("CBA"). Employees who believe they are unable to work in schools due to COVID related issues shall be encouraged to discuss options with building principal and Superintendent for remote work assignments or to request a leave of absence. Final decisions will be made by the Office of the Superintendent. In the event of a school closure, licensed professionals will work remotely from a safe location.
2. The District shall require that an employee provide a healthcare provider's note and other required documentation in support of an application for statutory leave such as Families First Coronavirus Response Act (FFCRA), Family Medical Leave Act (FMLA), Emergency Family Medical Leave Act (EFMLA), Emergency Paid Sick Leave (EPSL), or Vermont Parental and Family Leave Act (VTPFLA), or leave under the CBA as may be required.
3. Any assignment to be performed must meet the following conditions:
 - (a) All Employees will complete the applicable ~~COVID-19~~ training and submit a certificate indicating they have done so.
 - (b) The work must be reasonably related to the employee's job;
 - (c) The employee must be qualified to perform the work;
 - (d) The employee must be paid at the teachers' current contracted salary for all time spent performing the work;
 - (e) The work must not create unsafe or hazardous conditions or require the performance of tasks that unreasonably endanger the health or safety of the employee;
 - (f) Employees may NOT conduct health screening or any other task that asks them to come into close physical contact with students or staff UNLESS the employees receive proper training on safety protocols and Personal Protective Equipment (PPE) as advised

(P)

by the COVID-19 Coordinator, in conjunction with the Department of Health, based on COVID-19 risks;

(g) Subject to the legitimate needs of students and the school program the Administration will consider reasonable requests for flexibility in scheduling and performing an employee's assigned work.

4. In addition to the CBA sick leave, employees may be eligible for Emergency Paid Sick Leave (EPSL) and Emergency Family and Medical Leave (EFMLA) Under the Families First Coronavirus Response Act:

EPSL and EFMLA are currently available through December 31, 2020. EPSL as summarized herein may be available to eligible employees as provided under the FFCRA when an employee is unable to work remotely during any of the following circumstances:

In the event that a bargaining-unit employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19, or has been advised by a health care provider to self-quarantine related to COVID-19, or is experiencing COVID-19 symptoms and is seeking a medical diagnosis the employee may be eligible for up to 80 hours of Emergency Paid Sick Leave ("EPSL") under the FFCRA. EPSL, up to 80 hours, is paid at the employee's regular rate of pay, up to \$511 daily and \$5,110 total.

In the event that a bargaining-unit employee is caring for an individual subject to a Federal, State or local quarantine or isolation order related to COVID-19, or who has been advised by a health care provider to self-quarantine related to COVID-19, or is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services the employee may be eligible for EPSL as follows: up to \$200 daily for ten workdays, \$2,000 total. The employee may use accrued sick or personal leave to make up the difference between the EPSL payments and the employee's regular base salary for the period.

In the event that a bargaining-unit employee is caring for his or her child whose school or place of child care is closed due to COVID-19 related reasons the employee may be eligible for EPSL as follows: up to \$200 daily for 12 weeks (sixty days), \$12,000 total. If a bargaining unit employee becomes eligible for EPSL under this category as a result of a decision by the District to close a school in the District due to COVID-19 related reasons the District will make up the difference between the EPSL payments described herein and the employee's regular base salary with no charge to the employee's accrued leave. An employee in this situation may be assigned to work remotely to the extent they are able to do so.

5. Leave Policy – School directed Quarantine

If an employee is directed by the Administration to quarantine due to a possible exposure at work the following will apply:

- (a) If the employee is assigned to work remotely during the quarantine period the employee shall continue to be paid his/her regular salary.
- (b) If the employee is not assigned to work remotely during the quarantine period the employee may be eligible for EPSL as provided by the FFCRA and summarized above in paragraph 4. If the quarantine period established by the Administration goes beyond ten (10) work days, or in the event the employee is not eligible for EPSL under the

provisions of the FFCRA, the employee will continue to be paid his/her regular salary with no charge to personal accrued paid leave balances.

6. Other Leave Options:

Employees will receive guidance from the Human Resources office on how to access appropriate leave options, including, but not limited to:

- a. Paid leave (EPSL) or job protected leave (EFMLA) for eligible employees under the Families First Coronavirus Response Act (FFCRA).
- b. Job protected leave under the Family Medical Leave Act (FMLA) or VT Parental and Family Leave Law (VPFL) for those who qualify.
- c. Available and appropriate paid leaves as provided by CBA.
- d. Unpaid leave as provided by CBA.
- e. Reasonable accommodation under the Americans with Disabilities Act as Amended (ADAA) for those who qualify.
- f. Unpaid leave of absence for a specific duration as provided by the CBA, except that the Administration may waive any notice periods otherwise required by CBA for good cause shown.
- g. In the event an employee's illness or disability may be work related the employee should file a First Report of Injury for coverage under Worker's Compensation.

7. The District will provide and maintain paper towels, hand soap and/or hand sanitizer for every classroom, bathroom, and sink location, and access to hand sanitizer near each unit member's workstation if the unit member does not have a traditional classroom.

8. The District will ensure that every classroom is cleaned and sanitized by the time school reopens in compliance with OSHA guidelines, and as articulated by the WCUUSD COVID-19 published protocols. A master list of rooms cleaned and sanitized will be provided to site administration and individually tagged. The District cannot take individual requests for immediate cleaning by teachers who choose to visit their site or their classroom during scheduled access times. Teachers should take precautions, following established protocols, to ensure their personal safety in any district facility.

9. Absent an emergency beyond the control of the employee, bargaining unit members are required to access, and respond if a response is requested, to District communications and a well-being check during normal contracted hours. Bargaining unit members shall make their supervisor aware of an emergency situation which precludes full compliance with this section as soon as reasonably possible. Unit members will be notified by email about any decisions to extend school closures. The Superintendent or designee will notify the WCUUSD community through the Blackboard telephone system when updates have been disseminated through email.

10. "Remote Teaching and Learning" is defined as a means of instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher through these methods. Remote learning may include telephone, video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, other instruction that

relies on computer or communications technology, and it may also include the use of some print materials incorporating assignments such as paper learning modules.

11. As a means of contact and to provide remote learning, unit members will maintain communication with students, families and the District when in-person classes are suspended or when on Remote Teaching and Learning is otherwise scheduled. Voluntary training will be provided for those staff needing assistance in communication, software and distance learning platforms during contracted days.

12. Teachers will plan for remote lessons that have a high level of rigor and engagement. Teachers will receive time to prepare remote learning activities and resources:

(a) Teachers will maintain their planning time according to the CBA.

(b) Teachers will not be required to work beyond their regularly scheduled workday.

13. As it relates to remote teaching and learning, the following conditions apply:

- a. Employees are required to use District-owned devices for all work tasks except phone calls;
- b. WCUUSD will provide training on how to ensure that all work-related documents and emails are accessed via WCUUSD platforms;
- c. Employees shall not be disciplined and will be held harmless for transmitting student information over non-secure internet connections from their homes or elsewhere provided the employee takes reasonable steps to comply with this policy and applicable student privacy laws;
- d. If Employees have inadvertently stored student information on a personal device, that information shall be transferred to the District's device designated for the purpose and the information shall be deleted from the Employee's personal device;
- e. The District will reimburse staff for any upgrade of internet service required to enable the teacher to perform their remote teaching responsibilities during the 2020-2021 school year during the time they are expected to deliver online instruction;
- f. If internet or phone service is not available in the region of an employee's home, and the employee is required to work remotely, the District and the employee will work together to create an alternative remote teaching and learning plan. The District will assist the employee to maintain adequate communications with students and their families.

14. Evaluation timelines and plans of improvement will be conducted as per the CBA for all employees teaching in-person during the 2020-2021 school year, with the following exceptions:

- a. An employee who is required to quarantine or required to teach remotely for any reason will not be formally observed until at least ten calendar days after the employee's return to in-person teaching.
- b. An employee with a remote teaching assignment during 2020-2021 school year may be observed up to two sessions during each observation cycle. All pre- and post-observation requirements will be conducted via online meetings with the employee's supervisor. Employees will be evaluated on the planning and delivery of the lesson as well as the level of student participation to the extent possible under all the circumstances. In the event that the District goes to a full remote learning environment,

the Teacher Evaluation Committee will convene to determine a process to evaluate teachers who did not begin the year in a remote teaching assignment. The Teacher Evaluation Committee will submit an evaluation process for the Superintendent to consider in determining the final Teacher Evaluation criteria in the event that the District goes into full remote teaching for the balance of the school year.

- c. All teachers regardless of assignment will receive an evaluation.
- d. The October 1 date that has been customary will be moved to October 15 for evaluation /goals for teachers.
- e. Teachers teaching in person will be evaluated by normal evaluation criteria; Teachers in remote teaching assignments may have adjustments in the evaluation criteria for the remote teaching evaluation.

15. The Parties agree that the start of year Professional Development (PD)/Inservice schedule will be modified to accommodate necessary PD and planning related to the 2020-2021 school year. However, the total number of workdays for employees will not exceed 190 days.

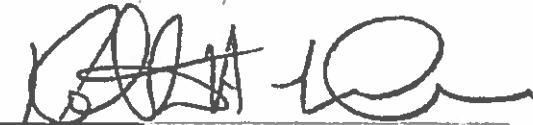
16. The Parties reserve the right to address any additional impacts of school closures in the 2020-2021 school year.

17. This MOU shall be operational upon signing by both represented parties. This MOU will expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

18. Once signed, this Agreement will be posted on the WCUUSD website and distributed to all employees electronically.

Date: 11/24/2020

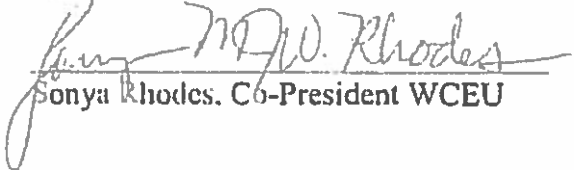
Date: 12/3/2020



Kate McCann, Co-President WCEU



Bryan Olkowski, Superintendent



Sonya Rhodes, Co-President WCEU