

MEMORANDUM OF AGREEMENT BETWEEN THE SHARON BOARD OF EDUCATION AND
THE
SHARON FACULTY ASSOCIATION

The Sharon Board of Education (the Board) and the Sharon Faculty Association (the Association) hereby enter into the following Memorandum of Agreement (MOA) for the 2021-2022 school year due to COVID-19 and the change in working conditions. This MOA addresses:

- the testing requirements per [Executive Order No. 13G](#),
- the management of absences due to quarantine requirements or illness caused by post-vaccine symptoms,
- expectations for supporting students who are not in school due to any mandatory COVID-19-related quarantine, and
- guidelines for a hybrid or full remote teaching model (should that become necessary for any reason).

1. The parties understand and acknowledge that, during the 2021-2022 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.

2. In the event of remote work due to school closures, a hybrid work week model (per the 2020-2021 reopening plan), and/or other in-person arrangements during the 2021-2022 work year, each member of the bargaining unit shall, if so directed by the Superintendent and/or their designee(s) (the Administration), perform work as described in this MOA and otherwise in accordance with past practices and with the parties' Collective Bargaining Agreements (CBA).

Section 1 - Testing requirements per Executive Order No. 13G

Executive Order No. 13G requires that bargaining unit members be fully vaccinated or prove that they are in the process of becoming fully vaccinated by September 27, 2021, unless they qualify for the exemptions as specified in the [Order](#). All bargaining unit members who are not fully vaccinated (and who qualify for the exemptions as specified in the Order) must submit to COVID testing once per week for the duration of the Executive Order. Bargaining unit members who have been approved as being exempt from vaccination or who have chosen weekly testing should follow this protocol.

1. Receive a COVID-19 PCR Test every week from a healthcare provider of their choice. Home-tests are not acceptable for this purpose.
2. Show proof of test results to the school nurse.

3. Bargaining unit members will be responsible for any out-of-pocket expenses associated with testing.
4. If a bargaining unit member fails to complete testing results in a given week, they will remain at home without pay until testing has been completed and a negative result has been verified by the school nurse. Persistent failure to submit testing results as required will result in disciplinary action, including termination of employment. Lab delays or other extenuating circumstances that cause a lack of compliance with testing deadlines should be discussed with the Administrator to determine if teleworking or the use of a personal sick day is appropriate.
5. Bargaining unit members, who are submitting to testing until they become fully vaccinated, may discontinue testing on the fifteenth day after the final vaccine dose. They must show approved proof of vaccination to the school nurse (per Executive Order 13G).
6. At such time that any bargaining unit member, who is exempted from vaccination or who have chosen weekly testing, decides to become fully-vaccinated at any time during the school year, they may discontinue PCR testing as soon as they can show approved proof (per Executive Order No. 13G) that they are fully vaccinated.

Section 2- Absences due to quarantine requirements or illness caused by post-vaccine symptoms

There is no Federal or State law making special provision for absence due to COVID-19 illness, exposure to COVID-19, or illness due to symptoms that may occur immediately after receiving any of the available COVID-19 vaccinations. Thus, the following administrative regulations will remain in place for the 2021-2022 school year.

1. The number of accumulated paid sick leave days shall be capped consistent with CBA.
2. Bargaining unit members who must remain at home because they are ill with the COVID-19 virus or have post-vaccination symptoms will use paid sick leave as per the CBA.
 - a. Bargaining unit members who exhaust their paid sick days as a result of being ill with COVID-19 will draw from the sick leave bank as outlined in the CBA, if eligible, to account for any outstanding balance.
 - b. In the event that the sick bank becomes depleted, additional days will be added to the sick leave bank.
 - c. Bargaining unit members who have tested positive for COVID-19 and have no symptoms (asymptomatic) must telework if such work is available. In such case, there will be no deduction for sick leave. If no remote work is available, such bargaining unit members shall take sick leave.
3. Bargaining unit members who must quarantine due to exposure to an individual who is positive for COVID-19 have these options:

- a. If an employee is able to telework and such work is available, the employee will continue to work and be paid, with no deduction of paid sick leave.
- b. If an employee is not able to telework for other reasons or such work is not available and is in quarantine:
 - i. Personal leave days and family illness days may be used as per the CBA.
 - ii. The balance of the quarantine period will be counted as unpaid leave
- 4. Bargaining unit members who have to be home with their child(ren) due to any of these COVID-19 related situations: suspected COVID-19 illness that is verified by a healthcare professional, daycare and/or school closure, can use personal leave days and family illness days. If additional time (up to the required ten days for quarantine) is needed, bargaining unit members may use sick days.
 - a. Employees who are able to do so, may telework, if such work is available.
- 5. Administrators will work with bargaining unit members to support teleworking by adjusting requirements for synchronous instruction, if possible. Administrators will ensure that the bargaining unit member is available for sufficient student-facing instructional time when making said adjustments.

Section 3 - Expectation for supporting students who are not in school due to any mandatory COVID-19-related quarantine (i.e., testing, illness, close contact, post-vaccination symptoms)

- 1. All pre-k-12 bargaining unit members will be responsible for providing students with asynchronous support when they are out of school and in quarantine due to testing, illness with or exposure to COVID-19.
 - a. Support for students will begin no later than 10 a.m. on day two of the commencement of the quarantine period.
 - b. Work can be posted digitally, using the commonly accepted platforms for posting work in each school (e.g. SeeSaw, Google Classroom), or materials can be sent home to the student.
- 2. Bargaining unit members will be available to students who are not in school due to COVID-19-related quarantine on an as-needed basis, via email, to answer questions.

Section 4 - Guidelines for a hybrid or full remote teaching model (should that become necessary for any reason).

The following parameters for school operations are to be followed only during circumstances where a cohort or entire school building is closed due to a local COVID-19 outbreak or per a mandate set forth by the CSDE.

- 1. 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 may

perform duties, including remote teaching, and other work as necessary to fulfill job responsibilities in the building according to the hours set forth in the collective bargaining agreement.

2. Bargaining unit members opting to and/or required to perform work from a remote location shall be required to be available to students and parents according to the CBA.

3. 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.

4. The school administration and teachers shall notify parents of the teacher hours of work for the purposes of communicating with teachers.

5. If the administration determines that a bargaining unit member does not have teaching responsibilities that can be accomplished via an electronic platform during remote work due to school closure, hybrid work week models, and/or other such work arrangements, those bargaining unit members shall be required to engage in student support, specific job-related responsibilities, and/or professional development activities as assigned by the administration.

6. Personal expenditures related to performing work, during the life of this Agreement, shall be pre-approved and submitted to the school principal, for reimbursement on a case-by-case basis.

7. Should bargaining unit members or students need assistance with troubleshooting technical issues while working from a remote location, they should contact their district's IT personnel.

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, SeeSaw or telephone. In no event shall teachers be required to use personal cell phones, personal phone numbers or other personal electronic devices for communication with students and parents. Teachers will check their email or Google Classroom as needed and requested. Teachers will speak with students or parents/guardians as appropriate, and based upon the professional judgment of the teacher and in consultation with the administrator. The communication shall take place in accordance with past practice and as defined by the CBA.

9. During hybrid or distance learning models, all recorded lessons, asynchronous and synchronous student engagement, live video instruction, and/or office hours shall be conducted by bargaining unit members during the defined school day schedule using their professional judgment and discretion in consultation with their principal.

10. Should a student demonstrate a pattern of absenteeism and/or a pattern of failure to complete assignments each teacher shall follow the school's policy. This may include, but not be limited to, team support meetings, and counselor contact. As it relates to bargaining unit members, attempts to contact chronically absent students, shall follow the established communication within each school, regarding the lack of participation.

11. Bargaining unit members who are asked to provide professional learning and accept the offer will be paid one hour of prep time for each hour of professional learning presentation. Time for providing presentations will only be paid if the presentation occurs outside of the members regularly scheduled work hours. Payment will be based on the hourly curriculum rate listed in the Housatonic Valley Regional Faculty Association CBA.

12. Parent conferences shall only occur from a remote work location and during the timeframes as set forth in the CBA and/or in accordance with existing past practices between the parties.

13. 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.

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 normal means and the contractual requirements and restrictions relating to such absences shall apply.

15. Elementary bargaining unit members shall have a minimum of one preparation period each day.

16. Bargaining unit members shall be compensated their full salaries, including instructional stipend positions (e.g., team leaders, department heads), 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, and such stipends shall be prorated depending on how long such sports or other activities occur.

17. Teachers shall be evaluated in accordance with statute, including such flexibilities as have been and may be provided during this COVID health crisis.

Section 4 - Duration and Conditions

1. All provisions of the CBA between the Board and the Association shall remain in effect except to the extent such provisions have been modified by this Agreement.
2. 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 District change or otherwise evolve following the execution of this Agreement by both parties.
3. This MOA 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.
4. This Agreement 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, 2022, whichever is earlier.

Association

Board

Date

Date