

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES
REGARDING COVID-19**

Education Support Personnel (ESP)

CENTRAL VERMONT SUPERVISORY UNION (“District”) and CENTRAL VERMONT EDUCATION ASSOCIATION (“Association”) enter this Memorandum of Understanding (“MOU”) regarding issues related to the Coronavirus pandemic (“COVID-19”) for support staff personnel.

The District and Association 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 Superintendent will work closely with the COVID Coordination Team to ensure that the highest possible level of safety is maintained.

The parties agree to the following:

1. Employees will report to their worksite unless they are subject to a Federal, State or local quarantine or isolation order or advised not to do so by their primary care provider. Employees unable to work in schools shall be encouraged to discuss options with building principal and Superintendent for remote work assignments, e.g. work with the CVSU Academy or to request a leave of absence.
2. All support staff that report to worksites will have proper protective equipment in compliance with OSHA and Vermont Department of Health guidelines. Personal Protective Equipment to be considered could include: gloves, gowns, face masks, and/or face shield or goggles.
3. 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 FFCRA, FMLA, EFMLA, EPSL, or VTPFLA, or leave under the Collective Bargaining Agreement (“CBA”) as may be required.
4. Any assignment that is to be performed at schools during the period covered by this MOU must meet the following conditions:
 - (a) All Employees will complete the applicable [VOSHA COVID-19](#) training and submit a certificate indicating they have done so.
 - (b) The work must be reasonably related to the employee’s job and necessary to the continued function of the school system;
 - (c) The employee must be qualified to perform the work;
 - (d) 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 based on COVID-19 risks;

- (e) The employee must be paid at their regular rate of pay for all time spent performing the work;
- (f) 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;
- (g) For employees engaged in cleaning worksites, the employees must receive proper training on cleaning protocols based on COVID-19 risks;
- (h) 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;

5. Employee Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA) Under the Families First Coronavirus Response Act:

(a) 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 either not assigned remote work or is unable to work remotely during any of the following circumstances:

- i. In the event that a bargaining-unit employee is subject to a Federal, State or municipal or school district 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 Employee 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.
- ii. 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.
- iii. 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.

6. 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 wages.

- (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 5. 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 wages with no charge to personal accrued paid leave balances.

7. Other Leave Options:

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

- (a) Paid leave (EPSL) or job protected leave (EFMLA) 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 contract.
- (d) Unpaid leave as provided by contract.
- (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 contract, except that the Administration may waive any notice periods otherwise required by contract for good cause shown.
- (g) Use of the Donated Sick Leave as provided under the Master Agreement, Article 13.8.
- (h) 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 Workers Compensation.

8. When schools reopen, the District will provide and maintain paper towels/ hand blowers, 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.

9. The District will ensure that every classroom is cleaned and sanitized by the time school reopens in compliance with OSHA guidelines. A master list of rooms cleaned and sanitized will be provided to site administration and individually tagged. Employees shall follow district protocols to ensure their personal safety in any district facility while working.

10. 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. Unit members will be notified by email about any decisions to extend school closures. The Superintendent or designee will notify the CVSU community through the Blackboard telephone system when updates have been disseminated through email.

11. "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 print materials incorporating assignments such as paper learning modules.

12. As a means of contact and to provide remote learning, unit members will maintain communication with students, families and the District according to District expectations 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.

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

- (a) If internet service must be upgraded in order for the employee to provide expected online instruction, the District will compensate employee for the cost of the upgrade during the time the employee is expected to deliver online instruction;
- (b) If internet service is not available in the region of an employee's home, the District and the employee will work together to create an alternative remote teaching and learning plan;
- (c) Employees are required to use District-owned devices for all work tasks except phone calls;
- (d) Staff shall not be disciplined and will be held harmless for transmitting student information over non-secure internet connections from their homes;
- (e) 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.

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

- (a) An employee who is placed in quarantine or required to work remotely for any reason will not be formally evaluated until at least five student days after the employee's return to in-person work.
- (b) A paraprofessional who is working remotely will be evaluated via on-line observations as well as online meetings with the employee's supervisor with the primary objective of assessing the need for support or Professional Development.

15. The Parties agree that the start of year Professional Development (PD)/In-service schedule will be modified to accommodate necessary PD and planning related to the 2020-2021 school. However, the total number of workdays for school-year employees will not be less than 180 days.

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

17. This Agreement 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 CVSU website and distributed to all employees electronically.

Date: 8/29/2020


For the Association

Date: 8.31.2020


For the District

