

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

Licensed Professionals

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

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-19 Coordination Team to review relevant guidelines and develop appropriate SU protocols. Every effort will be made to ensure that the highest level of safety is maintained.

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 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. 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.
3. Any assignment to be performed 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;
 - (c) The employee must be qualified to perform the work;
 - (d) The employee must be paid at their regular rate of pay 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 based on COVID-19 risks and with proper use of PPE.

Personal Protective Equipment to be considered could include: gloves, gowns, face masks, and/or face shield or goggles.

(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. **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.

- 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.

5. **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 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 contract for good cause shown.

- (g) Use of the Sick Leave Bank as provided under the CBA, Article 13.5.
- (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.

6. 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.

7. 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 CVSU 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.

8. 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.

9. "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.

10. 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.

11. Teachers will be expected to plan for remote lessons with the same high level of rigor and engagement as if the lessons were planned for in-school teaching and learning. 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.

12. 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) CVSU tech team will provide training on how to ensure that all work-related documents and emails are accessed via CVSU platforms;
- (c) Employees shall not be disciplined and will be held harmless for transmitting student information over non-secure internet connections from their homes;
- (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 necessary upgrade of internet service during the time they are expected to deliver online instruction;
- (f) 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;
- (g) CVSU employees will be provided with and required to use CVSU-supplied cellular phones for school/student related business if required by the employee's assignment.

13. Evaluation timelines and plans of improvement will be conducted as per the Master Agreement 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 five student days after the employee's return to in-person teaching.
- (b) An employee who is teaching remotely may be observed up to two sessions during each observation cycle with the primary objective of assessing for support and Professional Development. All pre- and post-observation requirements will be conducted via online meetings with the employee's supervisor. Employees will be evaluated on the planning for engagement as well as delivery of the lesson.

14. 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 work days for employees will not exceed 185 days.

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

16. 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.

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

Date: 8/29/2020

Date: 8.31.2020



For the Association



For the District