



COVID-19 Bargaining Advisory

Worker and Student Safety

(Updated on April 3, 2020)

**SAMPLE MEMORANDUM OF AGREEMENT
BETWEEN
THE LOCAL BOARD OF EDUCATION
AND
THE LOCAL EDUCATION ASSOCIATION**

The LOCAL Board of Education (the “Board”) and the LOCAL Education Association (the “Association”) hereby enter into the following Memorandum of Agreement regarding distance learning due to school closures related to COVID-19:

1. The District and LOCAL approach this COVID-19 school closure and pandemic with the expectation that both parties will work cooperatively to provide students the best possible educational experience and connection to their school community, and support to its employees during this unprecedented time.
2. During this period of the State of Arizona COVID-19 mandatory closure of the School District commencing on March 16, 2020, the District retroactively shall place all employees on (Insert name of leave) leave. Employees on (Insert name of leave) leave shall receive full pay and benefits.
3. (Insert name of leave) leave shall not be deducted from accumulated leave. While on paid administrative leave, employees are expected to remain available during normal work hours. Employees shall not travel or vacation while on paid administrative leave unless prior authorization has been granted by your supervisor.
4. This agreement shall last the duration of the closure.
5. Classroom teachers working remotely shall post assignments for students. Assignments may be posted daily or for the entire week. Teachers shall have the sole right to determine their method for creating and tracking assignments. Teachers shall be available to answer student questions.
6. Communication between teachers and students/parents will be through school email and/or the school improved online platform being used to post/deliver instruction.
7. Should classroom teachers or students need assistance with troubleshooting technological issues, they should contact [insert contact].
8. Employees who do not have regular classroom teaching responsibilities that can be accomplished via distance learning shall be required to engage in professional development activities or curriculum work of the individual’s own design.
9. All hourly employees covered by the collective bargaining agreements shall be required to participate in any work activities that may be completed remotely. Those employees without work



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requirements that may be completed remotely shall be required to engage in professional development activities or curriculum work of the individual's own design.

(If employees are deemed "essential" or asked to report to the site, safety procedures and "social distancing" should be implemented. Schools/sites should implement a schedule for employees to be onsite and proper safety equipment provided)

10. Should teachers need assistance with students who are not participating, or otherwise not performing the required lessons, the teacher shall inform the building Principal who shall address the issue accordingly.
11. All grades shall be issued on a pass/fail basis.
12. In the event an employee requires absence from work responsibilities, the employee shall report such absences through normal means, and the Board will be responsible for informing parents of the absence. Employees shall remain on Administrative Leave throughout their illness, and not be deducted leave.
13. Classroom teachers shall not be subject to any disciplinary action for lesson planning, implementation, delivery, parent contact and/or student assessment associated with distance learning due to the unique circumstances surrounding this Agreement.
14. Employees shall not be evaluated for any work performed during the administrative closure. All improvement plans shall be suspended for the duration of the agreement.
15. The year shall count towards obtaining professional teacher status.
16. Employees shall receive their full pay and benefits for the duration of the leave, including stipends and regularly scheduled extra pay.
17. All provisions of the collective bargaining agreement (Meet and Confer Agreement) between the Board and the Association shall remain in effect except to the extent such provisions have been durationally modified by this Agreement.
18. This Memorandum of Agreement 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 Memorandum of Agreement.

For the LOCAL Board
of Education

For the LOCAL Education
Association

Date

Date