**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE TORRINGTON BOARD OF EDUCATION**

**AND**

**THE TORRINGTON EDUCATION ASSOCIATION**

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

1. The parties understand and acknowledge that, during the 2019-20 school year, one or more schools in the Torrington Public 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 a Health Emergency, and that such closure(s) may be directed by the Board and/or by the Superintendent, or by an authority outside the District (a “School Closure”).
2. In the event of a School Closure during the 2019-20 school year, each Association employee shall, if so directed by the Superintendent and/or his designee(s) (the “Administration”), perform work during a School Closure, as described in this Memorandum of Agreement “Closure Work”).
3. The parties recognize that in light of the spread of COVID-19, Governor Ned Lamont signed Executive Order No. 7, which waives the 180-day school day requirement for school districts provided that the Board implements a remote learning plan. Therefore, the Torrington Public Schools will implement remote learning on School Closure Days. The Board and the Union agree that these days will be considered “Closure Work Days.”  The Superintendent shall notify teachers of the dates that are Closure Work Days.
4. As determined by the District in consultation with local health officials, school buildings may be open to employees during the School Closure. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members who are comfortable reporting to an open school building may perform Closure Work on Closure Work Days in the building according to the hours set forth in the collective bargaining agreement.
5. Bargaining unit members opting to work from a remote location shall be required to be available to students and parents at times during which teachers would otherwise be required to work pursuant to the collective bargaining agreement. Teachers will check their email for questions from students and parents three times per day: once in the morning, once mid-afternoon, and once late-afternoon.
6. To the extent possible, communication between teachers and students/parents will be through email and/or the online platform being used to post/deliver instruction. Should parents or students need to speak to a classroom teacher who is working remotely via telephone, they will be directed to email the teacher, and the teacher shall call at a mutually agreeable time using said teacher’s personal phone. Teachers are encouraged to utilize \*67 to block their personal numbers.
7. Should classroom teachers or students need assistance with troubleshooting technological issues on Closure Work Days, they should contact the appropriate IT member. The District shall establish a dedicated email for this purpose.
8. On Closure Work Days, if administration determines that a bargaining unit member does not have teaching responsibilities that can be accomplished via an electronic platform, email or phone, that bargaining unit member shall be required to engage in student support and specific job related responsibilities pursuant to the District’s remote learning plan, and/or to engage in professional development activities as set forth by the administration.
9. Should classroom teachers need assistance with students who are not participating in the approved remote learning on Closure Work Days, or otherwise not performing the required lessons, the teacher shall first contact parents and then, if needed, inform the building Principal who shall address the issue accordingly.
10. In the event a bargaining unit member requires absence from work responsibilities, on a Closure Work Day, the bargaining unit member shall report such absences through normal means and the contractual requirements and restrictions relating to such absences apply. The administration will be responsible for ensuring that parents are notified of the absence.
11. If a bargaining unit member acts in good faith in the implementation of remote learning, they shall not be subject to disciplinary action for lesson planning, implementation, delivery and/or student assessment associated with remote learning due to the unique circumstances of this Agreement.
12. Bargaining unit members shall not be evaluated for the duration of this Agreement if the State Department of Education (SDE) waives requirements for teacher evaluations. If the SDE does not waive said requirements, the Parties will meet and confer on this issue.
13. Bargaining unit members who coach or supervise extra-curricular activities that began prior to March 13, 2020 shall be paid their full stipends in accordance with the collective bargaining agreement. Other stipends, including Spring Sports, shall be paid out on a prorated basis from the date the first session commenced/commences in accordance with the terms within the collective bargaining agreement between the Board and the Association.
14. Teachers shall work no more than 186 days during the 2019-20 school year, including days when school was open to students, professional development or other teacher work days and Closure Work Days. All Closure Work Days shall be applied to the teacher work year as outlined in the collective bargaining agreement.
15. Bargaining unit members shall be compensated their full salaries in accordance with the provisions of the collective bargaining agreement between the Board and the Association and shall not earn additional compensation for Closure Work.
16. All provisions of the collective bargaining agreement between the Board and the Association shall remain in effect except to the extent such provisions have been modified for the 2019-20 school year by this Agreement.
17. This Agreement shall expire upon completion of the 2019-20 school year.
18. 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 a Health Emergency and/or its impact on the District change or otherwise evolve following the execution of this MOA by both parties.
19. 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.

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For the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Board    For Torrington Education Association For the Board

of Education

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Date Date