

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (Agreement), made and entered into this 7th day of September, 2020, by and between the Burlington, Vermont School District (BSD) and the Teachers and Paraprofessional Units of the Burlington Education Association, Inc (BEA), acting both jointly and separately (Teachers and Paras respectively), shall be as follows:

WHEREAS, the Covid-19 pandemic has created unique challenges for both BSD and BEA as they attempt to continue to provide quality educational opportunities to Burlington's students while simultaneously attempting to protect the well-being of students, Teachers and Paras and other staff to the maximum extent feasible under the circumstances; and

WHEREAS, BSD and BEA have collaborated in an attempt to agree upon certain steps that will be taken in an attempt to achieve both such educational and health objectives;

NOW, THEREFORE, IT IS AGREED by and between BSD and the Teachers and Paras Units of the BEA as follows:

WITH REGARD TO TEACHERS' UNIT:

1. Duties -- Number per week, health screenings and lunches

- a. At BHS, Teachers will accept responsibility to monitor students during a daily 30 minute lunch period in lieu of their daily 36 minute advisory period.
- b. Elementary and middle school teachers will accept the responsibility to be present to support morning arrival or health screenings of students commencing at 7:50 AM if their services are required by their building administrator. Performing this responsibility will not be considered a duty. This will be in addition to the CBA standard of 290 minutes of contact time at the middle school level. When possible, middle school core teachers will be given the opportunity to supervise students in their classrooms.
- c. Elementary and middle school teachers will have 205 minutes of teacher-directed planning time on Wednesday afternoons.
- d. Teachers will accept responsibility for cleaning high touch areas during the day in addition to the cleaning provided by the custodial staff.
- e. Teachers agree to have 6 administrative meetings with their building administrators during the first six weeks of their 2020-2021 duty year.
- f. Teachers may work remotely on Wednesdays except in the case of emergency or other necessary situations, in which case one week's notice will be provided.

2. Postings – Teachers agree to reduce the posting requirement for job vacancies from ten days to three days, and also agree to permit simultaneous internal and external posting of such vacancies through 9/30/2020.

3. Personal Devices –

- a. Every effort will be made by the Teacher to avoid inadvertent sharing of information via personal devices and home networks if allowed to use same by BSD administration. A Teacher will be subject to discipline for any negligent or intentional misuse or communication of student information from a permitted personal device or home network.
- b. A Teacher’s personal devices shall not be deemed the property of the District or subject to seizure by virtue of usage at the District’s directive. All parties acknowledge that all technology owned, purchased, or provided by a Teacher is their personal property.
- c. A Teacher’s personal information that is housed on a personal device or home network is the private property of the Teacher. If any such information is inadvertently shared or accessed through the school network it will be deleted on request by the District and will not be used as a basis for discipline, provided the content is not criminal in nature or in violation of the District’s discrimination or harassment policies.

WITH REGARD TO PARAS UNIT:

1. **Protecting the Health and Safety of Paraeducators**-The parties agree that the health and safety of paraeducators is, in combination with that of students, teachers and other staff members, central to the operation of BSD’s schools. To that end, BSD will include Paras in BSD safety trainings when permitted by schedules and contractual restrictions. Administrators are encouraged to consider para work schedules when planning trainings. Like teachers, paraeducators will have access to personal protective equipment and cleaning supplies. If a paraeducator has safety concerns related to a work assignment, the paraeducator may request a modification to the assignment from their immediate supervisor or site administrator. If necessary, a paraeducator may submit a Reasonable Accommodation request. The Paraeducator Advisory Council is encouraged to make recommendations to improve access to these opportunities on a regular basis throughout the 2020-2021 work year.
2. **Duties-**
 - a. In elementary and middle schools, Paras agree to provide assistance with lunches for students in their respective classrooms.
 - b. Paras agree to substitute for teachers if requested to do so by their building administrator and in such cases will be paid at the rate specified in the CBA for all hours worked as a teacher substitute. BSD will develop a time reporting process that will allow Paras to be paid for such substitute work every two weeks regardless of the amount of

substitute time actually worked. Paras shall not be required to wait until accruing 5 hours worked to be eligible for payment.

c. The specified contractual days, hours, pay rates, and benefits as set forth in the Paras CBA will remain unchanged for the duration of the 2020-2021 work year, excepting additional assignments assumed by Paras during the course of the year.

d. In the event that a Para's weekly work hours fall below thirty (30) hours, but not less than twenty (20) hours, they shall retain their respective insurance plan, per July 1, 2020 rates, as well as the dental insurance program currently offered by the District through the end of the work year. To be eligible for this coverage, however, Paras must have been enrolled in BSD's health care plan and dental plan prior to any such reduction in hours.

3. Personal Devices -

- a. Every effort will be made by the Paraeducator to avoid inadvertent sharing of information via personal devices and home networks if allowed to use same by BSD administration. A Paraeducator will be subject to discipline for any negligent or intentional misuse or communication of student information from a permitted personal device or home network.
- b. A Paraeducator's personal devices shall not be deemed the property of the District or subject to seizure by virtue of usage at the District's directive. All parties acknowledge that all technology owned, purchased, or provided by a Paraeducator is their personal property.
- c. A Paraeducator's personal information that is housed on a personal device or home network is the private property of the Paraeducator. If any such information is inadvertently shared or accessed through the school network it will be deleted on request by the District and will not be used as a basis for discipline, provided the content is not criminal in nature or in violation of the District's discrimination or harassment policies.

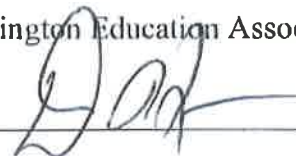
This Agreement will expire on June 30, 2021. It shall expire prior to June 30, 2021 if the State Emergency declared by Governor Scott as a result of the Covid-19 pandemic shall be discontinued and, as a result of this action, BSD's Superintendent of Schools and BEA's President mutually declare that the need for this Agreement has expired. Additionally, If the model of instructional delivery by BSD changes prior to the expiration date, either party may request to reopen this Agreement.

In Witness Whereof, BSD and BEA hereby execute this memorandum of understanding by duly authorized representatives as of the day and date first above written.

Burlington School District

By  (Duly authorized Superintendent)

Burlington Education Association, Inc.

By  (For Teachers Unit, duly authorized)

BY  (For Paras Unit, duly authorized)