

The Litchfield School Board and the Litchfield Education Association make the following Memorandum of Agreement regarding the working conditions of district employees belonging to the LEA and as regards the 2020-21 school year.

**1. Evaluation**

Because the school district is implementing a blended synchronous model of student instruction, the district shall provide on-going PD and consistent support on facilitating its use by teachers across all three schools. The evaluation process for the 2020-2021 school year shall contain an asterisk noting that the working conditions due to remote synchronous learning have changed. As always, employees are reminded that they can document any circumstances that impacted the classroom at the time of the observation. The parties agree that this, in conjunction with #8, resolves the "Blended Synchronous Model (Double Duty)" grievance filed on 9/26/2020 by the LEA.

**2. CHS Scheduling**

The parties agree that the 4x4 block schedule at CHS was implemented in order to reduce the number of student contacts for staff and simplify the number of simultaneous teaching assignments for staff. This schedule is only in place for the 2020-2021 school year, and a review committee will be convened by the principal and the CHS leadership team in January 2021 to study and report on the impact of the schedule and make recommendations for the 2021-2022 school year. The 4x4 block schedule for Semester 2 (spring 2021) will be adjusted to ensure no teacher has more than 2 preps unless mutually agreed upon. Furthermore, the district agrees not to consider any RIFs at CHS for the 2021-22 school year due to the unusual student loads and uncertain future scheduling needs. The parties agree that this resolves both the "Change in the Schedule" and the "Mandated 6th Class without Compensation" grievances filed on 8/24/2020 and 8/29/2020 by the LEA.

**3. FFCRA Leave**

After an employee has used all of the FFCRA leave, and after the same employee has used 10 days of their own accrued sick leave or exhausted all of their accrued sick leave (whichever is less) then they may access an additional 5 days of COVID-related leave if the employee documents they have been advised by a healthcare provider to self-quarantine.

**4. Additional PD Time**

As per Article VIII, Section I of the CBA, the work year for teachers "shall consist of 186 days," including 180 instructional days and 6 non-instructional days. The parties recognize that 2.5 of the 180 scheduled instructional days were used to provide staff with additional time to prepare for the school year. The parties further recognize that any additional reduction in instructional days will require negotiation.

**5. School Calendar & Weather Related Cancellations**

For the 2020-21 school year, Article VIII(I) of the parties' 2019-22 collective bargaining agreement is amended as follows:

The school district calendar will be developed by the Superintendent approved by the Board. The Superintendent may consult with administrators, faculty, and staff in developing the school district calendar. To the extent possible, the calendar will be coordinated with the school calendars of area vocational schools and regional special education programs.

Students shall begin school no later than 5 calendar days before Labor Day.

The work year for teachers shall consist of 186 days, including 180 instructional days for students. The six non-instructional days shall be utilized for professional development activities and for building level activities. Two of these days shall be used at the sole discretion of the administration, and two days shall be developed jointly by the administration and representatives of the LEA. At least a portion of the two jointly developed days will be for activities that may be used for recertification. It is agreed that one day will be used during parent-teacher conferences which are held at each school. It is agreed that one day will also be used solely for teachers to prepare their classroom or other workspace prior to the beginning of the school year. No more than three of the six non-instructional days may be scheduled any sooner than seven calendar days before the first day of school for students. Teachers who are contracted to work more than 186 days shall submit biweekly to the principal a list of which days and/or half-days in excess of the 186-day teacher work year they have worked.

Up to five instructional days per school year that the Superintendent closes school for emergency reasons may, at the Superintendent's sole discretion, be declared remote learning days during which teachers will provide remote instruction and support to students. If such remote learning days satisfy the requirements of New Hampshire law, including minimum student participation requirements, they will count as instructional days that will not need to be made up.

Any additional days that the schools are closed for emergency reasons and are made up will be made up by first, extending the school year; second, by holding Saturday classes, except when the Saturday immediately precedes or follows a scheduled school vacation period; third, by extending the school day; and then, as a last resort holding classes during a scheduled school vacation.. Under special circumstances, the School Board may request a waiver from the Commissioner of Education for the State School Board of Education attendance requirement.

~~Blizzard bags: if the Board agrees to continue blizzard bags use, then we will enter into a sidebar agreement.~~

**6. Staff Supply Requests**

The parties acknowledge that if we pivot to a hybrid or remote instructional model, staff requests for supplies to successfully implement the model will go through the regular requisition process.

**7. Remote Teaching as an ADA accommodation**

If at some point during the school year, Litchfield school buildings are shut down and teachers and students must pivot to a remote instructional model, teachers with a medical condition that warrants an ADA accommodation for remote teaching will be permitted to teach remotely from home even when those without an accommodation may be required to report to school for work. The parties agree that this resolves the "No Remote Teaching Option" grievance filed on 8/29/2020 by the LEA.

**8. Planning Time**

The District agrees that during a school week in which blended synchronous instruction is occurring, there will be an early release each Wednesday in which teachers will be granted 2.75 hrs of unencumbered planning time. If the district pivots to a fully remote model, then principals will embed additional team time into the daily schedule to approximate 1.75 hours a week. During the planning time, teachers will be required to provide asynchronous instruction via Google Classroom or another approved instructional platform. Teachers will not be required to hold office hours or communicate with students and/or parents during this unencumbered planning time but are expected to engage in structured team planning and PLCs. Furthermore, teachers are not required to submit an artifact as evidence of learning. The parties agree that this, in conjunction with #1, resolves the "Blended Synchronous Model (Double Duty)" grievance filed on 9/26/2020 by the LEA.

**9. Staff Children at Work**

Employees may request permission through the regular approval process to bring a child to the worksite if that child is enrolled in another school district that is operating remotely. The parties recognize that approval is granted on a case by case basis, and agree that it requires a minimum of 48 hours advance notice to implement. The parties agree that a denial is not subject to a grievance or any other complaint process. Furthermore, all Litchfield COVID restrictions apply to the guest.

**10. Staff Working Remotely**

Decisions about working remotely will be made on a school by school basis (ie. remote work at GMS has no bearing on remote work at LMS or CHS). The administrative team will be solely responsible for determining if remote work is both feasible and effective for students. The single creation of a remote position does not set any precedent for the consideration of additional remote assignments. The parties agree that decisions about remote assignments are

not subject to a grievance. This item, however, does not negate nor override # 7 of the Working Conditions MOA.

The above conditions are effective as of October 15, 2020.

This Memorandum of Agreement shall be appended to the parties' 2019-22 collective bargaining agreement.

Litchfield School District

Date: 10-16-20

By: 

Title: School Board Chair

Litchfield Education Association

Date: 10/16/20

By: 

Title: LEA President