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**TENTATIVE AGREEMENT
BETWEEN THE BROOKFIELD BOARD OF EDUCATION AND THE
BROOKFIELD EDUCATION ASSOCIATION**


The Brookfield Board of Education; (the "Board") and the Brookfield Education Association (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding remote work due to school closures, hybrid work week models, and/or other such work arrangements related to COVID-19 working conditions for the July 1, 2020 – June 30, 2021 work year only:

1. The parties understand and acknowledge that, during the 2020-2021 work year, the 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 COVID-19, and that such closure(s) may be directed by the Board and/or the Superintendent, or by an authority outside the District.
2. The parties understand and acknowledge that, during the 2020-2021 work year, the Board may require hybrid work weeks and/or other work arrangements for reasons related to COVID-19, and that such work arrangements may be directed by the Board and/or the Superintendent, or by an authority outside the District.
3. In the event of remote work due to school closures, a hybrid work week model, and/or other such work arrangements during the 2020-2021 work year, each member of the bargaining unit shall, if so directed by the Superintendent and/or his designee(s) (the "Administration"), perform work as described in this MOA in accordance with past practices and with the parties' collective bargaining agreement ("CBA").
4. Bargaining unit members who have medically recognized risk factors for COVID-19, or who reside with someone who has medically recognized risk factors for COVID-19, may submit requests for reasonable accommodations which will be considered on a case by case basis consistent with applicable law, Board policy and the CBA between the Board and the Association.
5. The Board shall consider child-care issues caused by school and/or childcare closures as required by the Emergency Family and Medical Leave provisions of the Families First Coronavirus Relief Act. Bargaining unit members who have exhausted their leave time under FMLA may be granted a leave of absence by the Superintendent in his/her discretion upon request.
6. As determined by the District in consultation with local health officials, school buildings may be open to bargaining unit members during remote work due to school closures. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members may perform remote work or other work as necessary to fulfill job responsibilities in the building according to the hours set forth in the CBA.

- f. Bargaining unit members will make reasonable efforts to monitor the behavior of remote and in-person students with the understanding that bargaining unit members may not be able to effectively address or respond to all behaviors under the circumstances simultaneously.
 - g. Bargaining unit members shall not normally be expected to create different lessons and assignments for students learning remotely and those learning in-person. It is understood that certain classroom lessons and activities do not lend themselves to remote learning thus requiring creation of alternative assignments.
 - h. Bargaining unit members shall not be subjected to having their in-person, remote, or live streamed instruction recorded by Administration, students, or parents/guardians. Students and their parents/guardians shall be notified by the Board of this prohibition, which shall be reflected in the appropriate use policy.
12. The parties acknowledge that this plan requires bargaining unit members to engage in activities in which some have little or no experience, and District administrators shall take these exigent and unprecedented circumstances into account in making supervisory judgments about teachers. Teachers are expected to follow District procedures and protocols for Distance Learning.
13. Bargaining unit members shall be subject to the terms of the District's evaluation procedures for the duration of this Agreement, as agreed upon by the PDEC on August 18, 2020. For the 2020-2021 school year all bargaining unit members shall not be rated. This provision shall not preclude administrators from providing support and feedback to bargaining unit members as appropriate.
14. Should a student demonstrate a pattern of absenteeism and/or a pattern of failure to complete assignments during remote work due to school closure, the hybrid work week model, and/or other such work arrangements, bargaining unit members shall first communicate via email to parents regarding the lack of participation. If the pattern continues, the bargaining unit member shall consult with the building Principal or designee(s) to determine any subsequent actions to encourage attendance and completion of assignments.
15. Any bargaining unit member who must be absent from work for reasons related to COVID-19 and cannot work from a remote location shall have such absence considered in accordance with the provisions of the state and federal statutes, Emergency Paid Sick Leave and Emergency Family and Medical Leave provisions of the Families First Coronavirus Relief Act, the Family and Medical Leave Act and contractual leave time provisions. Additionally, any bargaining unit member directed by the Board to be quarantined due to exposure to COVID-19 in the workplace and who cannot work from a remote location as determined by the

due to COVID 19, the following provisions will apply regarding substitute teacher supervision and instruction.

- a. When a teacher is absent for one day, the teacher will assign substitute plans for students via Google Classroom. The teacher will email students to notify them to log into Google classroom and complete the assignments for the day. The teacher may offer a suggested timeline for completing assignments but the completion of the assignments and activities may be conducted asynchronously. In the event the teacher is incapacitated and unable to provide notice to students to log into Google classroom he/she will inform the building principal as soon as possible. The building principal shall then provide notice to students. A substitute teacher will be assigned to the classroom to supervise and support learning with the in-person students.
 - b. When a teacher is absent for multiple days for required quarantine and/or isolation due to COVID-19 protocols, that teacher will remotely teach students via Zoom and use of Google Classroom. A substitute teacher will be assigned to the classroom to supervise and support learning with the in-person students.
 - c. Teachers shall provide substitute lesson plans, as per past practice, that are accessible on Google classroom for their students. Teachers who provide substitute coverage during their planning period shall continue to be compensated at the rate in Article XVII, Section 4(b) of the CBA.
23. All Personal Protective Equipment (PPE) required for teachers by the state of CT, local health department, municipality, or BOE policy shall be provided by the BOE and replaced when worn out. Specialized PPE (for example face shields, plastic barriers, gloves, goggles, and gowns) shall be provided to teachers consistent with individual assignments and state guidelines. Teachers shall not be required to reuse PPE beyond requirements set by the State of Connecticut.
 24. All bargaining unit members shall be provided personal cleaning and hygiene supplies as required by the State of Connecticut.
 25. Teachers who submit requests for custodial or maintenance assistance shall be provided with updates on work performed upon request.
 26. Bargaining unit members shall not be responsible for daily cleaning of classrooms and/or equipment as is normally assigned to custodial staff. Teachers who are asked to clean or sanitize desks and tables during the school day shall be provided with disposable gloves and other cleaning and hygiene supplies as required by the State of Connecticut.
 27. Bargaining unit members shall not be responsible for organizing, packing, or distributing materials from students' desks, cubbies, and/or lockers in a manner inconsistent with past practice.



For the Brookfield Education Association

1/21/2021

Date

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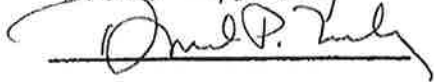
For the Brookfield Board of Education

1/27/2021

Date

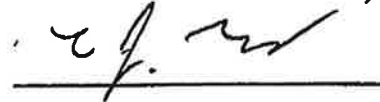
**TENTATIVE AGREEMENT BETWEEN THE BROOKFIELD BOARD OF
EDUCATION AND THE BROOKFIELD EDUCATION ASSOCIATION**

The Board and the Association agree to the following modifications to the On the Record proposal of the Association dated December 15, 2020. The December 15th document (attached hereto) with the modifications set forth herein shall serve as the complete tentative agreement between the parties. The parties shall present the tentative agreement to their respective groups for ratification and approval.

Daniel P. Murphy
Board Attorney


Board of Education

Dated January 7, 2021

Thomas J. Kennedy


Brookfield Education Association

Dated January 7, 2021

