

**Memorandum of Agreement Regarding  
Closure of Schools due to COVID-19**

**by and between the**

**LINCOLN – SUDBURY REGIONAL DISTRICT SCHOOL COMMITTEE  
(hereinafter designated as the "COMMITTEE") and the**

**LINCOLN – SUDBURY REGIONAL TEACHERS' ASSOCIATION  
(hereinafter designated as the "ASSOCIATION")**

**made this 4 day of June, 2020.**

Affirming that the LINCOLN-SUDBURY REGIONAL DISTRICT SCHOOL COMMITTEE and the LINCOLN-SUDBURY REGIONAL TEACHERS' ASSOCIATION share a common interest in providing a quality education for Lincoln-Sudbury students, and recognizing the need for planning, creativity, and flexibility during this unprecedented time of school closure related to COVID-19, the parties have worked in cooperation with one another to ensure continuity of learning for all.

While Lincoln-Sudbury continued in regular session, the Learning Continuity Committee was established with the approval of the LINCOLN-SUDBURY REGIONAL DISTRICT SCHOOL COMMITTEE, to plan for teaching, learning, and student support, in the event of extended school closure. The Learning Continuity Committee includes Lincoln-Sudbury administrators, leadership from various departments (as of May 12, 2020, this included Counseling, Special Education, English, FATA, History, Mathematics, Science, and Library), the Technology Team, and the LINCOLN-SUDBURY REGIONAL TEACHERS' ASSOCIATION's Executive TA members.

The Learning Continuity Committee has developed and established, with the agreement of the LINCOLN-SUDBURY REGIONAL DISTRICT SCHOOL COMMITTEE, these goals of conducting remote teaching and learning during this phase (May 4 - June 19) of extended school closure:

- To provide connection, structure, continuity of curriculum to ease return to school.
- To teach new content, albeit reduced from the curriculum as originally designed, and to prevent regression in skills.
- To have all students starting at a similar place upon their return, whenever that is.
- To give students the opportunity to earn full credit in the courses in which they are enrolled this semester.
- To keep students engaged in school-related activities for 14-15 hours per week total, for all classes.

WHEREAS the COMMITTEE and ASSOCIATION agree that the goal of this Memorandum of Agreement is to develop procedures concerning compensation and work expectations in the wake of the 2020 outbreak of COVID-19, and have bargained said procedures;

THEREFORE, the COMMITTEE and the ASSOCIATION hereby agree to the following terms and timeframe of this agreement: This Memorandum of Agreement (MOA) shall remain in effect through the last scheduled day for faculty, June 19, 2020.

1. All provisions of the **Agreement by and between the Lincoln-Sudbury Regional District School Committee and the Lincoln-Sudbury Regional Teachers' Association 2018-2021** shall remain in effect except to the extent such provisions have been durationaly modified by this Memorandum of Agreement.
2. **ATTACHMENT A: LINCOLN-SUDBURY REGIONAL HIGH SCHOOL CONTINUITY OF LEARNING PLAN PHASE III May 2020 - Guidance for Educators during an extended school closure**, sets forth the general expectations and plans for faculty members regarding distance learning during school closure, and is hereby incorporated into this Agreement. The parties understand that during the period of school closure through June 19, 2020, faculty members will plan for and implement distance learning as well as remote enrichment and home-learning opportunities, which will include communication and collaboration with students, families, and staff, in accordance with schedules and guidance provided by the Learning Continuity Committee and this MOA. The parties understand that **ATTACHMENT A** may be modified throughout the term of this MOA by mutual agreement of the COMMITTEE and the ASSOCIATION. District administration will do its best to communicate to faculty significant changes to **ATTACHMENT A** at least 7 days before they are put into effect unless otherwise prompted by state or federal mandates to make more immediate changes. The 7 days are meant to allow for faculty readjustment and training.

The COMMITTEE and the ASSOCIATION understand that faculty members are expected to be available to work during this period of school closure, per **ATTACHMENT A**. In the event that there may be extenuating circumstances at home which make adhering to **ATTACHMENT A** impracticable, faculty members will work in consultation with their evaluator and the ASSOCIATION to find a mutually agreeable solution.

3. In the event a faculty member requires absence from work responsibilities, they shall report such absences by contacting their department coordinator or department liaison, and additionally, if possible, contacting the administrative liaison and main office receptionist. District administration will be responsible for informing families of any extended absence requiring coverage. If internal sub coverage is requested, faculty members may volunteer to substitute or opt not to do so, per the rates in **ATTACHMENT B: LINCOLN-SUDBURY RHS INTERNAL SUBSTITUTE TEACHING RATES DURING SCHOOL CLOSURE DUE TO COVID-19, SPRING 2020**. Whether or not an internal substitute teacher has been sought, for any sections without coverage, district administration may seek an outside substitute.

4. The COMMITTEE will make reasonable efforts to ensure that faculty members are not recorded or photographed by students or families without said members' prior knowledge or permission while using the district-provided video-conferencing services. District administration will notify students, families, and faculty members that photography and video recording is prohibited (and of the consequences for violating such prohibitions). Faculty members who have followed all school procedures shall not be held liable should students violate the Lincoln-Sudbury RHS Acceptable Use Policy.
5. The COMMITTEE shall provide teachers with the hardware and software necessary to perform their distance learning duties. Whenever possible, faculty members should be using their district-issued devices to provide distance learning. If a faculty member experiences issues with technology which prevent them from carrying out their responsibilities, the district will provide the necessary and reasonable supports (e.g., fixing and/or replacing hardware or software; troubleshooting wi-fi issues). Faculty who do not have internet in their homes shall be provided with a wi-fi hotspot. If home access to the internet is not available, or if access is of a bandwidth insufficient to meet the needs of distance learning, teachers shall be held harmless for their inability to participate in this element of distance learning.

All faculty shall receive adequate training in the hardware, software and/or online platforms during remote learning. Reasonable requests for additional training shall be fulfilled.

6. The confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during the closure period cannot be guaranteed. During closure, meetings may occur which utilize district-provided video-conferencing services, programs, or apps. These may include, but are not limited to, IEP meetings, parent/team meetings, small-group student meetings, and synchronous class meetings with students. If faculty have followed all other school protocols and these or other meetings trigger privacy issues, then the COMMITTEE shall assume any and all liability for student privacy violations which may occur, including FERPA violations.
7. To meet the demands of this new landscape, as well as ongoing needs of students, faculty are encouraged to collaborate and share responsibilities over components of the learning process, where feasible, and according to their strengths and interests.
8. Faculty who do not have regular student responsibilities which can be accomplished via distance learning will be offered alternate ways to support students and requested to do so, and/or will engage in professional learning activities or curriculum work in consultation with their evaluator.

9. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the COMMITTEE or the ASSOCIATION in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

Lincoln-Sudbury Regional  
Teachers' Association

By

 06 / 04 / 2020

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Joshua Gilman, Co-President

 06 / 04 / 2020

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Paula Myers, Co-President

Lincoln-Sudbury Regional  
District School Committee

By

 06 / 04 / 2020

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Ellen Joachim, Chair

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