

# ATTACHMENT #1 - August 17, 2021

## Memorandum of Understanding Livestreaming and Telework under Quarantine

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Warwick School District (“District”) and the Warwick Education Association (“Association”) to implement its mutual understandings and agreements on working conditions for professional staff members (teaching and non-teaching professionals) related to telework during quarantine periods when an professional staff member is not sick and is able to provide instruction and on livestreaming instruction for students on quarantine for COVID 19.

In planning for the 2021-2022 school year, the Warwick School District and Warwick Education Association agree to the following:

In the event the district needs to close down a portion of a classroom, a classroom, a portion of a school, or an entire school for a quarantine period for typically 10-14 days due to COVID 19 exposure, the option for livestreaming for students and teleworking for teachers is available. The concept of telework for staff is intended to mean that healthy staff will be able to perform all functions of their role from home if they are on a quarantine period, but are otherwise healthy. The staff member must be asymptomatic for the duration and would devote the same time, attention and tools necessary to complete their full responsibilities. The district will be the final decision-maker regarding this opportunity to work. If it is agreed that the staff member can do their entire job remotely under quarantine (a period of 10-14 days) and the district does not encumber unreasonable costs to permit this flexibility, the district will not require the staff member to take paid (or unpaid) leave time. However, if the job is unable to be completed remotely and provide students with the best possible education, this opportunity will not be available. Livestreaming is for intended purposes and not to be used for observations or walkthroughs unless livestreaming is the sole instructional method.

When a student is livestreaming, staff members are expected to record each livestream session and post on the LMS. This allows the student to access instruction flexibly if necessary due to illness, family obligations and internet variability. However, if all students attend the full livestream session, the recording is not required to be posted to the LMS.

**3. Duration of Agreement:** This MOU shall be in effect for the 2021-2022 school year and shall be re-evaluated at the conclusion of the 2021-2022 school year.

**4. Collective Bargaining Agreement (CBA):** This MOU shall not alter the terms of the CBA, except as expressly set forth herein. All other terms of the CBA shall remain in full force and effect.

**5. Grievance and Arbitration:** Any violation of this MOU shall be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

6. **Reservation of Rights:** Nothing in this MOU shall impair either parties' respective rights under the Pennsylvania Employe Relations Act, or their collective bargaining agreement, for current or future issues reasonably related to the length of day and teleworking under quarantine.

The parties hereby indicate their agreement to the above terms by affixing their signatures below.

**Warwick School District**

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Warwick Education Association**

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_