

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is made and entered into by the Erie County Technical School administration and the Joint Operating Committee (hereinafter referred to as the “Administration”), and the Erie County Technical School Federation of Teachers and the Erie County Technical School Federation of Teachers Classified Personnel Unit (hereinafter collectively referred to as the “Federation”). The Administration and the Federation will herein be referred to as the “Parties.”

WHEREAS, the parties are subject to two Collective Bargaining Agreements (hereinafter referred to together as “the CBA”); and

WHEREAS, there are significant health and safety concerns regarding Coronavirus (COVID-19) which relate to the continued operations of school buildings and facilities; and

WHEREAS, the operations of the Erie County Technical School (hereinafter referred to as ECTS) are subject to federal, state, and/or local restrictions, including orders issued by Governor Wolf and/or the Secretary of Health, during the COVID-19 pandemic; and

WHEREAS, due to the unpredictable nature of the COVID-19 pandemic, the Administration and the Federation desire to work cooperatively to address these unique and emergent issues.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. The Administration may direct employees in the bargaining unit to utilize alternative means of instruction, including but not limited to online instruction or assignments to deliver instruction or provide assessment to students during any period of school building closure or partial closure due to the Coronavirus (COVID-19) pandemic during the 2021-2022 school year.
2. If an employee tests positive for COVID-19 and contact tracing can confirm the employee contracted the virus while in the workplace, the employee will be eligible for up to ten (10) consecutive days of paid COVID leave. An employee will be required to use his/her personal sick leave if an absence extends beyond this COVID leave. COVID leave will only be available once during the school year.
3. The Administration shall provide all employees in the bargaining unit with information and safety protocols permitted by law should a student or staff member be exposed to COVID-19 or be diagnosed with COVID-19.
4. When Microsoft Teams is utilized, the ECTS shall provide employees in the bargaining unit with time during the contracted workday to prepare instructional materials. The Administration shall appropriately train employees regarding expectations for alternative instruction, including online assignments, online instruction, delivery of instruction, and assessments.

5. All remote instruction, office hours, and/or in-service days during this period shall be counted toward the required work year pursuant to the CBA for employees.
6. The Administration shall not require employees in the bargaining unit, except for nurses, to take temperatures of other persons.
7. Any employee in the bargaining unit who is required by the Administration to obtain a COVID-19 test because of exposure while at work shall have the cost of his/her copay and any other fee for the test reimbursed by the Administration.
8. The Federation agrees that the Administration may provide constructive feedback and support to assist employees to better deliver remote instruction, including video content.
9. Employees in the bargaining unit who experience difficulties in delivering special education services shall report their concerns to the appropriate Special Education administrator to work towards a mutual solution.
10. Absent violations of the Code of Professional Practice and Conduct for Educators, no audio or visual recordings will be used to discipline employees in the bargaining unit. At the conclusion of any given instructional unit, any/all recordings of live instruction may be deleted at the discretion of the employee.
11. In a remote environment, the Administration will be responsible for providing all technological training and assistance required by employees as determined by the Administration. The Administration shall provide employees in the bargaining unit with all necessary equipment and supplies to deliver remote instruction, but the Administration is not responsible to pay the cost of any Internet expense.
12. The parties understand the delivery of instruction in the hybrid model may require some flexibility in curriculum, pacing, and assignments.
13. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
14. The Parties agree to revisit the terms and conditions of this MOU should any future announcements from the President, Governor, and/or the federal or Pennsylvania Departments of Education or Health require the adjustment or alteration of any conditions contained herein.
15. This agreement does not set any precedent or past practice and is only effective during the Pennsylvania State of Emergency related to the Coronavirus (COVID-19) pandemic, subject to the termination date of this MOU. It will not become part of the CBA and is a unique situation. Neither party shall cite this agreement in any forum except to enforce its terms.
16. This MOU will terminate at the completion of the 2021-2022 academic school year or sooner if the parties agree to do so in writing.

17. Any violation of this MOU will be subject to the grievance procedure contained in the CBA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum on the date set forth herein.



Lisa Sorensen, AFT Vice-President

Samuel Ring, JOC Chair


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