

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into this ____ day of _____, 2020, by and between the WARREN COUNTY SCHOOL DISTRICT (hereinafter "District") and the WARREN COUNTY EDUCATION ASSOCIATION (hereinafter "Association").

WHEREAS, the District and the Association are parties to a collective bargaining agreement governing the terms and conditions of employment for the members of the bargaining unit represented by Association; and

WHEREAS, the parties recognize the unprecedented nature of the various issues facing the District and its employees, resulting from the COVID-19 pandemic that has resulted in federal, state, and local disaster and emergency declarations; and

WHEREAS, when the Parties wish to address the uncertainty of this fluid situation by addressing certain unique circumstances relating to the pandemic and the possible provision of online or virtual instruction, all without creating precedents that would bind either party into the future;

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The District shall provide District liability insurance coverage in defense of any bargaining unit employee who is subject to a claim that a student is unable to receive instruction as a result of having no internet access.
2. The District shall provide District liability insurance coverage in defense of any bargaining unit employee who is subject to a claim that a student's personal information is compromised as a result of remote instruction.
3. The District shall not require or authorize video or audio recording of online virtual meetings with a student or students or of synchronous online instruction with students unless and until the District has given notice to the parent or guardian of each student in the recording. The District shall provide District liability insurance coverage in defense of any bargaining unit employee who is subject to a claim related to such recordings.
4. All District-owned video and audio recordings of synchronous online instruction shall be destroyed at the end of the school year.
5. Any liability insurance coverage described herein shall be provided subject to the terms of the commercial liability insurance policy or policies

purchased by the District. The Parties understand that District's obligation is to purchase such policy and not to act as an insurer.

6. Any protections provided to bargaining unit employees are conditioned upon such member's compliance with applicable rules, regulations, policies, and/or directives issued by District, and failure by a member to act within the appropriate scope of his or her duties will relieve District of obligations to provide the protections described herein.

7. Nothing herein shall be construed by either party to be an admission or denial of any obligation or liability, and nothing herein shall be construed to establish any binding precedent. The parties agree that this Agreement is intended to address the unique nature of this pandemic and to address the 2020-2021 school year only. The provisions of this Memorandum will expire upon the conclusion of the 2020-2021 school year, unless terminated early or extended by both Parties.

8. The individual signing on behalf of the District states that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect on the District and individual members thereof.

9. The individual signing on behalf of the Association states that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect on the Association and individual members thereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year first above written.

WITNESS:

WARREN COUNTY
EDUCATION ASSOCIATION

ATTEST:

WARREN COUNTY
SCHOOL DISTRICT