## Wachusett Regional School District and the Wachusett Regional Education Association, Inc.

## Memorandum of Agreement Remote Access

The undersigned, Darryll McCall, Superintendent of Schools for the Wachusett Regional School District, hereinafter the "District," and Heidi Lahey, President, Wachusett Regional Education Association, Inc., hereinafter the "WREA," do hereby agree as follows:

Whereas there is an existing collective bargaining agreement between the WREA and the District for 2019-2020;

Whereas the WREA is the exclusive bargaining agent for the teachers of the District under the collective bargaining agreement and the law;

Whereas the WREA retains their rights under Massachusetts General Law chapter 150E to bargain wages, hours, and working conditions for teachers in the District;

Whereas it has been established there is a student with a serious disabling condition who will need to be out of the school building, home-bound, for both extended and intermittent periods of time;

Whereas the Wachusett Regional School District administration upon request of the parents has agreed to allow the use of remote access technology to facilitate the participation of this disabled student in his classroom activities;

Now therefore the District and the WREA, for this student only during this 2019-2020 school year agree to the following:

- 1. The District shall set up and establish a remote access connection only for the use of the student in his home. The connection shall be used only for the purposes set forth in this agreement and that no other persons other than the home-bound student, his parents and the assigned paraprofessional/tutor shall have access to the connection/view the remote broadcast.
- 2. The home-bound student shall participate through the use of technology to interact with his classmates and provide access to classroom instructional activities as determined by the classroom teacher for social and academic purposes. From time to time there may be the need to terminate the remote access feed for a short period of time based on the teacher's discretion. Technology will be integrated into the classroom instruction so that the impact upon classroom instruction is minimal.

- 3. No other person(s), including, but not limited to, the District or any other District representative, any District employee, the home-bound student or his parents/guardian, or any other parents/guardian, will be allowed to record any classroom activity including video, audio, or any other form of recording.
- 4. The remote access feed shall not be used for the purpose of evaluation or discipline of the teacher.
- 5. The District will insure that the remote access broadcast will only be received/viewed by the homebound student, parent/guardian, and/or assigned instruction support staff at their location where the student is home-bound.
- 6. Within 3 weeks from the start of this accommodation plan, the Principal will call a meeting of the classroom teacher(s) of the home-bound student with the purpose of reviewing the implementation and gathering input for improvement of this accommodation plan.
- 7. Any changes to this Memorandum of Agreement shall be negotiated between the WREA and the District. This MOA shall not establish any precedent.
- 8. The WREA member assumes no responsibility for the District obtained equipment beyond use for the educational purpose intended. The District assumes all liability in case of theft or damage during and beyond the school day/year.

Dated this 26 th day of August

, 2019

Darryll McCall, Ed.D.

Superintendent of Schools

Wachusett Regional School District

President

Wachusett Regional Education Association, Inc.