

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SCARBOROUGH BOARD OF EDUCATION
AND
THE SCARBROUGH EDUCATION ASSOCIATION**

This Memorandum of Understanding is made this 11th day of November, 2020, by and between the Scarborough Board of Education (the "Board") and the Scarborough Education Association/MEA/NEA (the "Association") (collectively, the "parties") to reflect their mutual understanding of the agreed upon clarifications of their current collective bargaining agreement in light of any impact of the novel coronavirus on the wages, hours, and working conditions of staff represented by the Association.

WHEREAS, the parties have a collective bargaining agreement, which expires on June 30, 2021 (the "CBA") that covers bus drivers (references to staff in this Agreement refer to the staff covered by the CBA);

WHEREAS, The Board and the Association agree that Health and Safety Considerations will meet or exceed the requirements of the Maine DOE, CDC, and DHHS, in general and as outlined in the Maine Department of Education Framework for Returning to Classroom Instruction and the Maine CDC's Guidance for Schools;

WHEREAS, with input from numerous stakeholders, including members of the Association and the Board, the Board has adopted a Reopening Plan (Plan) and a Return to Work Handbook for staff (Handbook) in accordance with the current requirements of the six-part "Framework" from the Maine DOE and intended to address the safety risks presented by the virus;

WHEREAS, as a result of the coronavirus, the Board has made other changes to matters of educational policy.

NOW, THEREFORE, for mutual consideration, the Board and the Association agree that the terms of their current collective bargaining agreement will continue to apply, except as specifically modified as follows:


1. ARTICLE 5 (PAID LEAVES OF ABSENCE) - Staff members are expected to follow the Plan and Handbook and to quarantine as required and/or directed. If a staff member is eligible for paid leave under the Emergency Paid Sick Leave Act (EPSLA), that leave will be applied before the staff member's available applicable accrued paid leave is deducted. The district agrees to grant an additional ten (10) days of sick leave if, due to a school related exposure, a staff member is required or directed to quarantine by administration or the MCDC. Available paid sick leave (EPSLA, additional 10 days or accrued sick time) will be deducted only if the employee is too sick to work remotely during the quarantine. During any school related quarantine, if the staff member is medically able to work, they will be expected to do so and will receive paid leave for quarantining only if their supervisor does not have any work for them to perform.
2. ARTICLE 6 (WORK SCHEDULE, VACANCIES AND TRAINING, SECTION A, 4 AND SECTION D)
The District shall provide employees with general technical support for their distance learning needs. Employees shall receive training on the use and support of technology.
3. ARTICLE 12 (GRIEVANCE PROCEDURE) – in the spirit of collaboration, the parties intend to resolve staff concerns about staff safety by utilizing a “rapid response” approach before resorting to a formal grievance via the process in Article 12. Staff with concerns about implementing the safety measures of the Plan or the Handbook should first email/contact a

supervisor to resolve their concerns. If a supervisor does not address the staff member's concern within one day, then the supervisor will arrange for a meeting within three working days between the staff member, the Assistant Superintendent, the Association President, and the building representative. If that group cannot resolve the concern, the staff member and or the Association may file a grievance at the Superintendent's level (Step 2).

4. ARTICLE 13 (ASSOCIATION RIGHTS) In the wake of COVID-19, safety of students and staff will remain at the forefront of every decision. The parties agree that if any district wide revisions or changes need to occur to the Board approved framework the Association will have the opportunity for a meet and consult.

5. By signing this memorandum, all parties affirm that they have read it carefully and are signing voluntarily with full knowledge of its significance and agree that it will not be cited by any party as a precedent, past practice, or contract interpretation in connection with any future issue. Furthermore, the parties agreed that this MOU does not establish a status quo for their upcoming successor negotiations and that it will expire on 30 June 2021 or at such a time as Scarborough schools return to pre-COVID conditions and the parties will revert back to the status quo as it existed before March 2020.


FOR THE BOARD



(it's Chief Negotiator)

11/11/2020
(Date)

FOR THE ASSOCIATION


(it's Chief Negotiator)

11/11/2020
(Date)