

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

This Memorandum of Understanding is made this 20th day of November, 2020, by and between the Scarborough Board of Education (the “Board”) and the Scarborough Administrators Association (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 Administrators (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 7 (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 7 (PAID LEAVES OF ABSENCE) - Section C, Subsection 2 (SCHEDULING AND CARRY OVER) specifies that Administrators have the right to be paid out for up to three (3) vacation days per year if said days are available and unused. The Board agrees to allow Administrators to be paid out for one (1) of those three (3) days before December 31, 2020 at the full budgeted rate if they so choose assuming the unused time is available and unscheduled.

The choice to be paid out for a single vacation day must be communicated in writing to the Central Office Payroll Officer on or before December 10, 2020 in order for funds to be disbursed before the end of the 2020 calendar year.

3. 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 OF EDUCATION


(chief negotiator)

11/20/2020
(date)

For the ASSOCIATION


(chief negotiator)

11/20/2020
(date)