

**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 August 31, 2022 (the "CBA") that covers Professional Staff (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 2 (EMPLOYEE RIGHTS AND RESPONSIBILITIES)

A. 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.

B. 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 and the delivery of instruction via distance learning.

2. ARTICLE 4 (SALARY) - Provided that this Agreement is fully ratified by the parties before November 10, 2020, additional, unbudgeted work beyond the established work day that is necessary for the Board's response to COVID-19 will be paid at the rate set forth in Article 4, Section C, for up to 11 hours per staff member but only if all of the following conditions are met:

- i. By 12/11/2020, through a form prepared by the Superintendent or designee, the staff member has documented all necessary hours worked;
- ii. The hours were worked between 9/1/2020 and 12/11/2020; and
- iii. The work was for an allowable expenditure of funds from the Maine Department of Education's Coronavirus Relief Funding allocation to the Board (for example, developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures, preparing classrooms for social distancing measures, and developing proficiency in using our online instructional/management platforms).

3. ARTICLE 6 (SICK LEAVE) - 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.

4. ARTICLE 9 (PROTECTION OF EMPLOYEES) – 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 16. Staff with concerns about implementing the safety measures of the Plan or the Handbook should first email/contact the building administrator to resolve their concerns. If a building administrator does not address the staff member's concern within one day, then the building administrator 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).

5. ARTICLE 11 (MISCELLANEOUS PROVISIONS) - Staff members who wish to seek a change to their work schedule or assignment may contact their building administrator, who will

coordinate their review of the employee's request with the Superintendent's office. The parties recognize that the number of requests for "remote work" may exceed the number of staff members needed for remote work and that such requests will be processed in accordance with Article 11, paragraph C. The parties also recognize that some requests may involve requests for "reasonable accommodations" and will be governed by state and federal law.

6. ARTICLE 13 (DIFFERENTIAL COMPENSATION) - In the event that an extracurricular activity is cancelled due to Covid 19 staff members who are coaching or advising will work with administration to provide an alternative to in-person activities. Staff will fill out the Stipend Form based on the alternative activities and will be compensated according to the current Stipend Rubric. In the event of a disagreement regarding the Stipend Form between staff and administration, an appeals group will be formed to mediate. The appeals group will be made up of 2 members chosen by the Association and 2 members chosen by the Administration.

7. 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 31 August, 2021 or at such a time as 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)

11/11/2020  
(date)

For the ASSOCIATION

  
\_\_\_\_\_  
(chief negotiator)

10/11/20  
(date)