

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONOMOY REGIONAL SCHOOL COMMITTEE  
AND  
THE MONOMOY REGIONAL EDUCATION ASSOCIATION**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Monomoy Regional School Committee (hereinafter the "Committee") and the Monomoy Regional Education Association – Units A, B and C (hereinafter the "Association") and collectively referred to as "the Parties".

**WHEREAS**, the Committee and the Association have entered into a collective bargaining agreement for the period July 1, 2021 through and including June 30, 2024; and

**WHEREAS**, on June 25, 2020 the Department of Elementary and Secondary Education (DESE) issued guidance requiring school districts to develop a plan each for In Person Instruction for the forthcoming 2021-2022 school year; and

**WHEREAS**, the ongoing COVID-19 pandemic has given rise to a host of unprecedented challenges to safety of students and staff necessitating changes to pedagogical practice as well as District operations; and

**WHEREAS**, the parties anticipate further guidance from DESE and other regulatory bodies that will cover matters which may require further negotiations;

**NOW, THEREFORE**, in consideration of mutual covenants and promises, the parties agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2021 through and including June 30, 2024, shall continue in full force and effect, except as modified by this **MEMORANDUM OF AGREEMENT**.
2. The schedules for HES, CES and MRHS for 2021-2024 will revert back to the 2019-2020 schedule. In order to accommodate social distancing at lunch, the schedule for MRMS is attached.
3. In addition to the leave benefits specified in the contract, eligible employees may access leave benefits granted by the state or federal government. Information on these benefits is available by contacting Human Resources.
4. Any member who has a pre-existing condition or other illness that prevents them from physically working in the building shall self-certify such to their immediate supervisor. Reasonable accommodations shall be made. Employees have been notified of the district's procedures for requesting accommodations and they should contact the Director of Student Services, Ms. Melissa Maguire.

5. No member will incur any out of pocket expense for any item needed to ensure safety precautions or to adapt to changes which must be made as a result of the pandemic. Prior to any purchase, the necessary item(s) will be presented to their administrator for approval.
6. Pre-K, Elementary, Middle and High school members will not engage in simultaneous platforms for learning. Members will not teach more classes/courses as a result of quarantines.
7. The district will follow masking guidelines at least as stringent as those provided by DESE. The district will also incorporate local COVID data in its decision-making regarding masking for students and staff. Any changes in masking for staff will be discussed at a JLMC and impact bargained as appropriate.
8. The District shall provide the following personal protection equipment (PPEs), safety measures and training.
  - N95 masks shall be available for members who work in close contact with students (i.e. less three (3) feet), the nurses' office, and/or who need them due to a reasonable accommodation.
  - Face shields for all staff who request them.
  - Disposable gloves
  - Plexiglass shields or three side enclosed cubicles for work that require closer contact than three (3) feet.
  - Depending on your job role, disposable gowns to cover clothing.
  - Hand sanitizer- preferably automatic hand sanitizer stations located in each classroom and throughout hallways.
  - Tissues for each classroom and office space.
  - Hand washing stations throughout the building.
  - Monthly testing available for staff for virus and antibodies and on demand if a person believes they have been exposed to the virus or feels ill.
  - Training for staff and students on the procedures for moving throughout the building and for the appropriate use, removal, and disposal of PPE.
  - Bathrooms will be cleaned and restocked regularly, at least three (3) times daily and air dryers shall be disabled. Bathrooms in the nurses' office will be cleaned at least once during the day.
  - Cleaning schedule/protocols for cafeteria will be collaboratively developed with the Lead Custodian, Principal and the Association at each building.
  - Cleaning schedule for Kindergarten and Preschool bathrooms will be collaboratively developed with the Lead Custodian, Principal and the Association at HES.
  - Administrative protocols for students who do not follow the required safety procedures.
9. Members will work collectively to help instill mindful handwashing, hand sanitizing, and cleaning habits. However, they will not be required to clean or disinfect classroom or

other facilities or perform custodial duties. Surface cleaners (Force of Nature) and/or disinfecting wipes will be available for staff and students to use throughout the day to disinfect high use surfaces including in-class toilet facilities, sinks and other high-touch areas. All cleaners used will be on the list of EPA-registered disinfectants and approved for use around children.

10. The District has inspected every HVAC unit and exhaust fan to ensure proper operation with a goal of balancing filtered air and maximizing air exchange. All HVAC system filters in all District buildings have been changed to filters with the highest rating possible with a goal of at least MERV-13, but in no instance less than a MERV 8, and will be replaced in accordance with intervals suggested by the manufacturer. Systems will be regularly maintained at their current, or improved, levels of air flow and filtration. The District will continue to work with engineers and contractors to monitor and maintain optimal air exchange and quality at least two (2) times per year.

In workspaces for which the HVAC system cannot maintain six (6) air exchanges per hour or 20 CFM per person of fresh air, the district will provide and maintain air purifiers and/or provide, install, and maintain window fans to create a continuous air exchange. Workspaces that cannot meet these criteria will be taken offline. Personal fans are prohibited and any air filter/purifier purchased by a staff member is personal property and therefore their responsibility to maintain.

11. Beginning five (5) days prior to the opening of buildings and continuing 24/7 for as long as In-Person Learning continues, all HVAC systems will run continuously to help ensure safe air circulation.
12. If an employee is aware of any scenario that they, in their good faith judgment, deem to be dangerous, they will immediately notify their supervisor. There will be no reprisals for exercise of this provision or any other contained in this agreement.
13. All members of the District Learning Community will maintain a distance of at least six (6) feet from one another whenever possible, but not less than three (3) feet, including during extracurricular activities hosted or sponsored, in part or in full, by the District. Protective plexiglass will be installed in all front offices, nursing offices, and in any space, and/or a moveable unit, for any staff person who must provide services or closer supervision in a proximity closer than six (6) feet. The placement of plexiglass will be by mutual arrangement with the goal of providing maximal protection and functionality for staff and students. There will be a clearly marked waiting area in the main office where students will wait to be seen by a staff member.
14. Teachers will determine when students need mask breaks during each day. Mask breaks will be taken outdoors when possible, with social distancing maintained.
15. Lunch will be served in the school cafeterias. However, it may be eaten outside where space, supervision and accommodations are available.

16. Members will be provided with safe places throughout the building where they can safely remove their mask to take breaks, eat lunch, and prepare for learning.
17. Members will wait until all students arrive and are seated prior to mask removal and the beginning of breakfast.
18. The district will follow masking guidelines on buses and vans at least as stringent as those provided by DESE, after the federal mask mandate expires. The district will also incorporate local COVID data in its decision-making regarding masking on buses and vans. Windows on buses and vans will be open and at least cracked, weather depending. All bus and van policies will follow general transportation policies.

Until a school becomes mask-optional (as COVID situations improve), all vans used by that school will only have one student per seat, unless the students come from the same household.

19. Visitors may enter the building for educational purposes and will follow all safety procedures and protocols, including current mask policies.
20. The building safety procedures and protocols shall be clearly communicated to staff, students, and families.
21. The community will be advised that the usage of District grounds shall be off limits during school hours until data demonstrates reduced community spread.
22. The following applies to the suspected exposure or contraction of COVID-19:
  - Aside from the terms specified herein, all rules regarding leaves in the CBA shall apply.
  - Staff who are quarantined due to COVID illness or exposure and able to work remotely will be paid as a work day, if deemed appropriate by the building Principal.
  - If the staff person is ill, there will be no expectation to perform any aspect of their position.
  - Any vaccinated staff person who contracts COVID, as defined by a medical test, shall be placed on paid COVID leave for the duration of their illness.
  - Any vaccinated staff person who has been exposed to COVID (following the CDC and local DPH definitions of “close contact”) shall, if asymptomatic and appropriate participate in Test & Stay to remain in-person. Alternatively, if asymptomatic and appropriate, they will be placed on paid COVID leave pending a negative PCR test to return in-person, as soon as medically advisable, OR if needed, be placed on paid COVID leave for up to ten (10) days beginning with date of the exposure.
  - If staff are unvaccinated and either contract COVID or are deemed close contacts, and unable to teach/work remotely, they will use their accrued sick leave.

- Any unvaccinated staff person who has been exposed to COVID (following the CDC and local DPH definitions of “close contact”) shall, if asymptomatic and appropriate, participate in Test & Stay to remain in-person. Alternatively, if asymptomatic and appropriate, will use their accrued sick leave pending a negative PCR test to return in-person as soon as medically advisable, OR if needed, use their accrued sick leave for up to ten (10) days beginning with date of the exposure.
- Any vaccinated staff member who exhausts their accumulated sick time, caring for ill family members or their own illness, shall receive full pay and benefits without the need to access the sick bank.
- The decision to use, or not use, leave shall not waive an individual’s rights under any Federal law, State law, or the terms of the collective bargaining agreement.
- Any positive result of any staff member or student will be reported to the appropriate authorities for contact tracing and accounting purposes.

23. In order to meet at least an 80% vaccination rate required by the state to relax restrictions, employees will be encouraged to receive vaccinations and boosters according to the recommendations of the CDC or submit to weekly COVID testing. The Employer shall make reasonable accommodations to comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act, and all state law equivalents, for those employees unable to be vaccinated due to disability, qualifying medical condition(s), or a sincerely held religious belief. Evidence of vaccination/booster status and requests for exemptions shall be made electronically using a form and process developed by the Employer and approved by the Association. Employees will either provide proof of vaccinations, consent for medical staff to download status from the MA Department of Public Health database or provide documentation of exemption. The employees’ status, forms, and evidence shall be maintained by the Employer as confidential, private, and shared on a need-to-know basis according to relevant public health protocols and to implement this provision. All employees who do not receive a vaccine or appropriate booster are encouraged to participate in pool COVID testing.

As students become eligible for vaccines and/or boosters, they shall likewise be encouraged to receive the vaccines and/or boosters or participate in weekly testing.


24. All nurses shall receive a stipend of \$2500 for the additional responsibilities for overseeing and managing COVID testing. Any student or staff, who is symptomatic, will be tested with the BiNax test, if proper consent is on file with the school nurse. Contact tracing and quarantine protocols will be overseen and managed by the school nurses with input from the VNA, school Physician and town Boards of Health.
25. Additional nursing staff will be hired to help manage increased workload demands related to COVID-19 (e.g. testing, contact tracing, parent contact, etc.). Assignment of a floating nurse to other buildings will be a collaborative decision between the Nurse Leader/nursing staff and the Director of Student Services based upon changing needs in

each building. Reinstatement of the Health Assistant will be considered to assist across all buildings. Nurses will not be assigned additional duties within the buildings.

26. Nurses who are contacted outside of the school day or year for all COVID inquiries, including contract tracing and quarantining decisions will be compensated at their hourly, per diem rate. Any work beyond 40 hours will be compensated at time and a half their hourly, per diem rate. Any work completed on a holiday will be compensated at double their hourly, per diem rate. Reasonable timelines for responding to requests outside of the school day will be determined by the nurse(s) and administration, with the understanding that each circumstance is different and may require additional time to resolve.
27. A medical waiting room will be established within every building for the purpose of sequestering any student exhibiting symptoms until they can be picked up by their guardian or other adult authorized to remove the child from school. The room will not be used for storage or any other purpose for the duration of the pandemic.
28. Coaching positions shall receive the full stipended amount for any sport that is approved to run for the season. Clubs that meet either in-person when possible, or remotely, shall receive the full stipend for the 2021-2022 school year. If any clubs or coaching positions are reduced as a result of the pandemic, the stipend may be prorated.
29. The Special Education and Pre-K programs are all very unique. With this in mind, the processes and protocols for the 2021-2022 school year will be developed collaboratively by involving both staff and district administration.
30. No member will be required to work an amount in excess of that which they would during normal school operation.
31. The parties recognize that not all issues can be covered in this MOA, so the parties commit to forming Joint Labor Management Committee (JLMC) comprised of equal membership of the District and Association. The JLMC shall meet on as needed basis with a regular standing meeting scheduled at least every two weeks. Any new agreements reached shall be reduced to writing and may be subject to ratification by the Parties respective principals.
32. This agreement shall not be modified except for in writing and by mutual agreement and consent of both parties.
33. The parties recognize that these are unusual circumstances and an evolving situation. Therefore, this agreement shall not be used as evidence of precedent or past practice.
34. This agreement shall sunset at the conclusion of the 2021-2022 School year.

**WHEREFORE**, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this 9<sup>th</sup> day of September 2021,

  
For the Committee

  
For the Association

