

**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 – Unit A (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, 2018 through and including June 30, 2021; 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 Remote Learning, In Person Instruction, and a "Hybrid" model for the forthcoming 2020-2021 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, 2018 through and including June 30, 2021, shall continue in full force and effect, except as modified by this **MEMORANDUM OF AGREEMENT**.
2. The DESE has approved a 170 day 2020-2021 school year so that the district and its employees may plan and prepare for multiple scenarios and learning methods. Therefore, the start of the school year shall be September 14, 2020. The revised school calendar is attached hereto as appendix A.
3. The time prior to the start of the school year shall be reserved for the planning of remote learning, the development or augmenting of curriculum, and professional development tailored to meet the needs of employees as well as appropriate and satisfactory training on the proper use of all Personal Protective Equipment (PPE). During this time, classes and TEAM meetings will not be held.
4. The agreed upon 2020-2021 schedules and learning plans for the high school, middle school, and elementary schools are included in the Monomoy Regional School District Back to School Plan and attached hereto as appendix B. Any changes to the schedules or

plan(s) shall be negotiated. Upon the sunset of this MOA, all schedules shall revert back to what was in place during the 2019-2020 school year.

5. Eligible employees may access leave benefits granted by the Families First Coronavirus Response Act (FFCRA), the Emergency Family and Medical Leave Expansion Act (EFMLEA) and the Emergency Paid Sick Leave Act (ESPSLA). Information on these benefits is available by contacting Human Resources.
6. 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.
7. 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.
8. Pre-K, Elementary, and middle school members will not engage in simultaneous platforms for learning. Members will not teach more classes/courses as a result of Hybrid or Distance/Remote Learning, but may teach some sections in-person and some remotely, but will not teach more sections per day than their colleagues and only within the regularly scheduled workday and school day. Recognizing that a safe return of the entire population of the high school is not possible, grade 8-12 members may engage in simultaneous platforms for learning.
9. Members with preexisting conditions and/or disabilities that place them at a higher risk for contracting Covid-19 shall be given preference for the Distance Learning Model.
10. The following shall apply to Distance Learning and if any school, or the District, needs to change to Remote Learning and/or in cases where communication with students and families is performed remotely:
 - A. Members who do not have internet access in their home, or who have insufficient internet access, shall contact the Technology Department for assistance and may be provided with a mobile hotspot and/or other support or devices. The District shall determine the appropriate platforms for on-line instruction. Members shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, they will notify their supervisor of their choice.

- B. The District shall institute a Code of Conduct by which all students will be required to abide while engaged in Remote Learning. The Code of Conduct will be placed in the Handbook and District Plan.
 - C. Teachers will have the ability to control what is streamed to students. Cameras will not be in fixed positions to allow teachers to focus viewing on instructional content. Appropriate working technology along with training and practice opportunities will be provided to staff by the district.
 - D. Teachers will not be responsible for the behavior of students who are viewing classes and completing coursework remotely. Any disciplinary issues that arise in these instances will be addressed by administration. Teachers may remove participants from streaming for violating conduct expectations and administration will be notified as soon as possible.
 - E. Every effort will be made by Teachers to hold scheduled Synchronous Learning Sessions at scheduled times. Any need on the part of the Teacher to miss a Synchronous Learning Session will be communicated to building administration and families as soon as practicable so that alternative arrangements can be made. Such communication will include any plans for the SLS which may exist so that continuity can be ensured as best as possible.
 - F. As mandated reporters, any concerns that arise during office hours or through other contacts with students and families must be immediately conveyed to the building principal, and, if needed, 911 should be called.
 - G. The parties acknowledge the challenges that may be associated with maintaining student confidentiality while remotely conducting meetings or engaging with students. Unit members will take reasonable steps to protect such confidentiality, such as conducting interactions in private and/or away from family members whenever possible. The District shall otherwise assume any and all liability for student privacy violations that may occur, to include, but not be limited to, violations of FERPA and/or HIPAA.
- 11 All students and staff will be required to wear a mask each day. If they do not have one, one will be provided by the District.
12. 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 (less than 6 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 six 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 five times daily and air dryers shall be disabled.
 - Administrative protocols for students who do not follow the required safety procedures.
13. 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. Preschool classrooms will be disinfected by custodial staff between the AM and PM session. All cleaners used will be on the list of EPA-registered disinfectants and approved for use around children.
14. The District has worked with a third-party consultant prior to the start of the school year and will implement the recommendations from the consultant. 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.
- Personal fans are prohibited, and any air filter/purifier purchased by a staff member is personal property and therefore their responsibility to maintain.
15. 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.

16. To help facilitate safe social distancing, multiple doors to each building will be opened during the start of school and dismissal with each student entering the building and exiting the building exclusively through their assigned door.
17. 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.
18. All members of the District Learning Community will maintain a distance of not less than six (6) feet from one another at all times, 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.
19. No manipulatives or other learning aids which require handling by multiple students or staff during a lesson will be utilized. Equipment and/or instruments that must be shared shall be cleaned and sanitized between uses.
20. Teachers will determine when students need mask breaks during each day. Mask breaks will be taken outdoors when possible, with social distancing maintained.
21. Lunch will be eaten outside for as long as practicable. When it becomes impractical due to inclement weather, lunch will move indoors.
22. 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.
23. Members will wait until all students arrive and are seated prior to mask removal and the beginning of breakfast.
24. A goal of six (6) feet of distance will be maintained, with a minimum of three (3) feet, between all children who ride/utilize transportation provided by the District to and from school or any other school sponsored event. When weather permits, windows on any District owned or procured vehicle will remain open for the duration of its occupancy. Appropriate plexiglass, or other barrier, will be installed to protect any driver and/or monitors to help minimize transmission opportunities. Any plexiglass or protective barrier must comply with Massachusetts Department

of Transportation regulations. District vans will be dedicated to particular programs so as to minimize the number of students and staff riding in them. There will only be one student per van with the exception of the larger van where there may be two students.

25. Outside visitors to all school buildings will be strictly prohibited. If a circumstance arises where a visitor must enter the building, they will be accompanied by an employee of the district as an escort so as to ensure that all safety procedures and protocols are followed.
26. The building safety procedures and protocols shall be clearly communicated to staff, students, and families.
27. The community will be advised that the usage of District grounds shall be off limits during school hours.
28. 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.
 - Any staff person who contracts Covid-19, as defined by a medical test, shall be placed on paid administrative leave for the duration of their illness. They may continue to work remotely if physically able.
 - Any staff person who has been exposed to Covid-19 (following the CDC and local DPH definitions of “close contact”) shall be placed on paid administrative leave for fourteen (14) days beginning with date of the exposure and, if physically able, will teach remotely .
 - 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 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.
 - Any positive result of any staff member or student will be reported to the appropriate authorities for contact tracing and accounting purposes.
29. An isolation 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.
30. 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 2020-2021 school year. Any clubs or coaching positions that are reduced as a result of the pandemic may be prorated.

31. Members who work in the Pre-School and in the ISLE, SEAL, SHELL, SAIL, SURFER, and/or SHORE Programs shall receive an additional stipend of \$2000.00 for this school year in recognition of the need to wear additional PPE all day and for working in closer proximity with students.

The Special Education and Pre-K programs are all very unique. With this in mind, the processes and protocols for the 2020-2021 school year will be developed collaboratively by involving both staff and district administration.

32. Any observations of remote/distance learning will be announced and mutually scheduled between the educator and the evaluator. Administrators understand that this is a new learning environment for all of us, and administrators will take a supportive role with staff in the development and implementation of the learning plans. Administrators support student's participation by intervening with families and directing resources where needed based upon feedback from student's teachers regarding students who are not accessing the materials, meeting, or performing the assignments. Administrators will also host weekly virtual meetings to keep staff updated and informed. Participation in the weekly meetings is voluntary.
33. No member will be required to work an amount in excess of that which they would during normal school operation.
34. 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.
35. This agreement shall not be modified except for in writing and by mutual agreement and consent of both parties.
36. 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.
37. This agreement shall sunset at the conclusion of the 2020-2021 School year.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this 7 day of September 2020



For the Committee

For the Association