

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MARSHFIELD SCHOOL COMMITTEE
AND
THE MARSHFIELD EDUCATION ASSOCIATION**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Marshfield School Committee (hereinafter, the “Committee”) and the Marshfield Education Association, Unit A (hereinafter, the “MEA”).

WHEREAS, the Committee and the MEA (collectively, the “Parties”) are parties to a collective bargaining agreements for the period of September 1, 2018 through August 31, 2022 (hereinafter, the “CBAs”) which includes provisions relative to the wages, hours and working conditions for unit members; and,

WHEREAS, on June 25, 2020 the Department of Elementary and Secondary Education (“DESE”) issued guidance requiring school districts to develop plans 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 duly authorized representatives of the Committee and the Association have met and bargained in good faith over the District’s Re-Opening Plans and related issues; and,

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

1. Collective Bargaining Agreement:

The terms and conditions set forth in the Collective Bargaining Agreements (“CBA”) for the period August 31, 2018 through August 31, 2022 shall continue in full force and effect, except as modified by the terms of this Memorandum of Agreement (“MOA”).

2. Back to School Plan:

The MEA agrees to MPSD Reopening Plans for the 2020-2021 School Year adopted by the Marshfield School Committee on August 10, 2020.

3. Definitions:

The term “teacher” as set forth herein, refers to all employees included in the recognition clause of the MEA CBAs.

4. Work Location:

Teachers will be present in their assigned school buildings five (5) days per week, under all three models (in-person, hybrid, remote) barring any stay at home order from the Governor or a workplace accommodation approved by the Superintendent or his designee.

Due to the nature of the hybrid model, in which Wednesdays are entirely remote for most students, educators may choose to complete their work assignments from home or within District buildings on every other Wednesday. On the alternate Wednesdays, employees, except those noted in 7C, will be able to bring their school age child/children to work. The school age child will stay in the classroom/workspace of his/her parent. It is the expectation that all educators, whether in buildings or remote, will participate in required professional development, meetings, collaboration, and other activities on Wednesday. For the Elementary based faculty every Wednesday afternoon will be planning time. Our Elementary Educational Support Professionals not assigned to a sub-separate program will have half days on Wednesday. Our secondary Educational Support Professionals will have one half day Wednesday per month. For the duration of the hybrid or remote model, there will be no monthly after-school faculty or department meetings.

5. Work Year and Day:

- a. As DESE has decreased the student year to 170 days for the 2020-2021 school year, the first ten (10) work days of the teacher year will be dedicated to Professional Development (safety protocols, curriculum & instruction) as further described at Section 6, below. Per the CBA, the length of the working year for teachers is 182 days.
- b. The school year for students will begin on Wednesday, September 16th. The final school day of the year for students and staff will be Tuesday, June 15.
- c. The District intends to begin the work year in a hybrid model with some students in special groups attending school in buildings two, four, or five days per week, other students attending in-school building sessions on two days per week and remote sessions on three days per week.
- d. The length of the workday for educators covered by this Agreement shall remain unchanged when in the hybrid model, except that at the elementary level, the work day for the educators will begin at 8:10 and 8:40 respectfully, with the students' day beginning 9:00 AM and 9:30 AM respectfully.
- e. To compensate the Association for the 6 hours of professional development that the Association agreed to move to the summer before DESE guidance was received that permitted the District to delay the start of school for 10 days to allow for professional development, the Committee and Association will agree upon two Wednesdays, one in the first semester and one in the second, that will be considered half-days of work.

6. Professional Development/Student Orientations:

- a Teachers will be provided with Chromebooks to aid them in completing work responsibilities.
- b During the period of August 31-September 15, 2020 staff will report to their respective schools and will take part in District PD & Planning Time and will include training on student learning management systems, video conferencing (Google Meet/Zoom) for remote learning, best practices in virtual learning, and tech tools to enhance student engagement, curriculum adjustments for remote/hybrid learning, and training on new health/safety plans and protocols.

7. Hybrid Learning Model:

- a The in-person, hybrid, and remote plans for MPSD schools are set forth in the MPSD Reopening School Plans, except as modified in this document.
- b Students will either attend school for in-person instruction on Monday/Tuesday or Thursday/Friday based on their alpha cohort. They will work remotely, utilizing asynchronous and synchronous instruction and check-ins developed by the teacher for the other three days of the week.
- c Wednesday will be a remote day of learning for all students with the possible exception noted in section 7d.
- d Students who are deemed High Needs, may receive live, in-person instruction up to 2, 4 or 5 days based on their level of need.
- e There will be cohorts of students who will be learning in the full remote model. Teachers assigned to these cohorts will teach grade level or multiple grade levels and content areas adhering roughly to the remote plan outlined in the MPSD Reopening Plan.

8. PPE/Safety:

- a Teachers and students and all visitors to the school will be required to provide their own mask although extra masks will be available if needed.
- b Sanitizing spray bottles/dry wipes, hand sanitizer, and gloves will be available to staff members. Teachers are expected to wipe down their own work areas as needed during the day and to assist students as may be necessary to clean their desk areas each period.
- c Specialized and functional PPE equipment will be made available to all teachers, nursing staff, and other staff as appropriate.

- d. Enhanced cleaning and sanitizing protocols will be implemented by the District as set forth in the MPSD Reopening Plans.
- e. By coming into a MPSD Public Schools building to work each day, teachers are attesting that they have not traveled to a high risk area that the Massachusetts DPH has identified as necessary for quarantine after travel, do not have symptoms of COVID-19 (fever less than 100°, no shortness of breath, no sore throat, no cough, etc.), and have not had close contact with a person diagnosed with COVID-19. Any teacher who cannot so attest should not report to work.
- f. Each observed deviation from adherence to safety protocols by any MPSD student will result in progressive discipline that will be memorialized in a modified student handbook, including written communication be sent home to the student's family by building administration.

9. Employee Rights under the Families First Coronavirus Response Act

Educators will receive up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reason #4 and #6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2)
5. is caring for his/her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or

6. is experiencing any other substantially-similar condition specified by the US Department of Health & Human Services.

- **Leave accessed through these provisions may not be taken on an intermittent basis.**

10. Sick Time Management

- a. **The provisions of the CBA and workplace rules relative to sick leave and leaves of absence shall continue to apply except as modified herein.** In recognition of the fact that teachers who are sick should not be reporting to work, the rules relative to advance reporting of absences shall be relaxed and leniency will be taken with teachers calling in sick at the last minute if they are COVID symptomatic. However, teachers will use their best efforts to provide notification of absence as soon as possible.
- b. If teachers are subject to quarantine or isolation due to a COVID-19 exposure, and are not well enough to work remotely, they may access leave through the FFCRA before accessing their accrued sick leave.
- c. If teachers are subject to quarantine or isolation due to a COVID-19 exposure, and are well enough to work remotely, they shall be assigned remote work. The District will arrange for appropriate staffing coverage for supervision of students present in school, if applicable.
- d. If a teacher is subject to quarantine due to voluntary travel they took to a location that calls for quarantining upon return to Massachusetts, they will not be able to use sick leave for those days they are out of school.

11. Social Distancing Precautions

- a. To start the school year, all classrooms will be set up to maintain the recommended 6 feet “seat to seat” distancing. If/when it is deemed appropriate to do so with health official recommendations, the District will reduce the distance between seats. Within the hybrid model, the Committee will negotiate over any decision to reduce the distance between seats in advance.
- b. Appropriate physical distancing will be maintained in or around school restrooms wherever possible.
- c. Traffic pattern signs within school buildings, with recommended social distancing will be posted and clearly marked in hallways, cafeterias, libraries or other areas where students and staff walk.
- d. Lunch may take place in the classroom, in the cafeteria or outside (when feasible).

Each school will establish their own system but at all times, students will be at least six feet apart as they are allowed to take off their masks to facilitate lunch.

12. Observation/Evaluation 2020 – 2021 Schools

The Parties shall comply with the Educator Evaluation requirements as contractually obligated. The requirements and timeline provided for in the Parties' collective bargaining agreement shall remain unchanged; however, the mechanics of the evaluation may vary based on the District's method of delivery of instruction to students (i.e. remote instruction, hybrid, or all in-person). If the Educator Evaluation timeline requires modification due to the student year, the Parties may adjust the timeline accordingly.

Pursuant to the MOA between the parties for the 2019-2020 school year, all teachers shall be on the same plan and year as the 2019-2020 school year. Absent guidance from DESE that would provide greater flexibility in the evaluation process, the Committee agrees to provide an additional month for the goal setting process to take place. Goals may be revised from what were previously in place, subject to the approval of the teacher's evaluator.

13. Athletic Coaching Co-Curricular Stipends

As of this time, not all interscholastic sports are able to take place. Therefore, parties agree to meet and discuss how athletic and co-curricular stipends will be handled based on health metrics and guidance provided from DESE, MIAA, and related agencies.

14. Change In Learning Plans

The District will consider a shift from one learning model to another only after consultation with state officials, local and state health officers, district Nurse Leader and representatives of DESE. A variety of Covid-19 metrics will be used to help in making this decision. Metrics that may be reviewed include, but are not limited to:

- MA Dept. of Public Health Dashboard of Public Health Indicators
- Local Average Daily Incidence Rate per 100,000 (white, green, yellow, red)
- Local Total Positive Tests Last 14 Days
- Local Percent Positivity Rate
- Regional & National data
- Orders from the Governor and/or Commissioner of Education

15. HVAC & Heat in Classrooms

- a All HVAC systems in each school building will be tested by an outside contractor prior to the start of the school year. Environmental sampling, analysis and investigations will be performed to determine condition up to and including the

levels and conditions of the following: Carbon Dioxide, Carbon Monoxide, Microbial Volatile Organic Compounds (MVOCs), Humidity, Airborne Particulate, Temperature, Thermal Imagery identifiable issues, Moisture levels in building materials, Air Exchange, Visible Mold and Airborne Mold levels.

Any recommendations cited in the report will be addressed immediately by the District. If the HVAC system in a school was to shut down for a prolonged period of time, during the school day, the district may move to an early release for students and staff in that building.

- b. If an MPSD classroom reaches a temperature of 82 degrees or higher, and there are more than three hours left in the school day, the class will be moved to an alternative space, after initial steps are taken to mitigate the temperature.
- c. In clinical areas where there are no windows or lack of an HVAC system, the district will install an air-purifier device.

16. Agreement to Reopen As Needed

The parties recognize that not all issues can be covered in this MOA and therefore commit to forming an implementation bargaining committee that will meet twice each month or more frequently when necessary. Further, the parties agree to reopen negotiations and amend the terms herein as appropriate in the event of future legislation, regulations, orders, or guidance that may apply to this MOA.

17. No Practice Or Precedent:

The terms of this MOA are applicable solely to the current COVID-19 pandemic and the re-opening of school for the 2020-2021 school year and shall establish no precedent or past practice between the Parties as to any other matter.

18. Invalidity:

If any provision of this MOA, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MOA, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

19. Term:

This MOA shall be effective upon execution by all Parties hereto through and including June 30, 2021. If guidance is amended by DESE or there are regulatory changes by the Commonwealth of Massachusetts, the Parties agree to meet and negotiate any changes to this MOA.

20. Ratification:

This MOA is subject to ratification by the School Committee and the MEA. The signatories hereto agree to use their best efforts to obtain such ratification.

This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

MARSHFIELD SCHOOL COMMITTEE

MARSHFIELD EDUCATION ASSOCIATION

Date: _____

Date: _____