

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is being entered into by and between the Masconomet Paraprofessionals Union, Local 6564, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO (collectively referred as the "FEDERATION") and the Masconomet Regional School District Committee (hereinafter the "EMPLOYER", the "COMMITTEE", or the "DISTRICT") to outline changes in working conditions related to the school reopening plan.

RECITALS

- A.** On March 10, 2020, the Governor of the Commonwealth of Massachusetts declared a state of emergency due to growing public health concerns related to the Coronavirus COVID-19 outbreak.
- B.** In the immediate time succeeding the state of emergency declaration, concerns about the transmittal of the virus continued to increase through highly populated events such as sporting, religious, and community events.
- C.** In an effort to be abundantly cautious for the safety and well-being of all students and staff, the parties believe that a carefully implemented reopening plan will limit community infection rates including staff and students.
- D.** The FEDERATION and the EMPLOYER met and negotiated over changes to working conditions pursuant to M.G.L. c. 150E.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows:

- 1. WORK YEAR, ACADEMIC YEAR, PROFESSIONAL DEVELOPMENT AND TRAINING.**
The work year for members of the FEDERATION for the 2020-2021 school year shall be one-hundred and eighty-three (183) days beginning September 1, 2020. The EMPLOYER shall adjust the academic calendar for 2020-2021 in accordance with guidance from the Massachusetts Department of Elementary and Secondary Education (DESE) to one hundred and seventy (170) days with students beginning September 21, 2020. The EMPLOYER shall use the first twelve (12) days of the work year beginning September 1, 2020 to provide members of the FEDERATION with necessary professional development, common planning time, and safety training.
- 2. REMOTE INSTRUCTION (VIRTUAL LEARNING).** After the initial professional development, common planning time and safety training period, bargaining unit employees shall transition to a remote instruction (virtual learning) model. Bargaining unit employees may be required to perform virtual learning duties via their classroom at the Masconomet Regional School District buildings. The EMPLOYER may modify classroom assignments to optimize building safety layouts. The parties shall continue to meet as needed to discuss and resolve implementation concerns.

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3. **TRANSITION TO IN-PERSON INSTRUCTION OR HYBRID LEARNING MODEL.** The EMPLOYER and the FEDERATION shall meet as needed to discuss community infection rates and trends. Based on feedback and guidance from state/local governmental agencies and the medical community, including but not limited to DESE guidance on Massachusetts Department of Public Health (DPH) COVID-19 Metrics, the weekly DPH COVID-19 Public Health Report, and the local test positivity rate for sending districts. The EMPLOYER shall determine if students will transition back to in-person instruction, or a hybrid model (a combination of in-person and remote instruction) based upon this feedback and guidance. The parties shall meet and bargain any impact related to transition to in-person instruction or a hybrid learning model. Remote instruction (virtual learning) and/or hybrid learning models shall adhere to guidance provided by DESE.
4. **HOURS OF WORK.** During the initial period of professional development and training and subsequent transition to remote instruction the hours of work for members of the Federation shall remain unchanged (7:45 AM to 2:15 PM). Upon transition to in-person instruction or a hybrid learning model the hours of work for members of the Federation shall be increased by ten (10) minutes per day (7:35 AM to 2:15 PM) with the goal of accommodating students and families. In no case shall bargaining unit employees be required to work in excess of a normal workday in duration without compensation.
5. **CLASSROOM CAMERAS AND TECHNOLOGY.** The EMPLOYER shall provide bargaining unit employees the technology that the EMPLOYER deems necessary to effectively implement remote instruction (virtual) and/or hybrid learning lessons.
6. **WORK-FROM-HOME TECHNOLOGY.** The EMPLOYER shall provide reasonable access to technology to all bargaining unit employees who are working from home as described within this agreement.
7. **COMMUNITY-BASED ACTIVITIES.** The parties agree that community-based activities during the 2020-2021 school year shall adhere to the social distancing, hygiene and cleaning, and personal protective equipment protocols contained in this agreement, and consistent guidance from DESE and the DPH.
8. **ADDITIONAL GUIDANCE ON SPECIAL EDUCATION.** The parties recognize that additional DESE guidance and/or statutory requirements regarding special education may be forthcoming. At which point, the parties agree to meet and negotiate the impact of changes related to special education.
9. **EVALUATIONS.** There shall be a moratorium on all evaluations for the 2020-2021 school year.
10. **VULNERABLE EMPLOYEES.** Members of the bargaining unit, and members with immediate family members, who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) may request an alternative work assignment. The EMPLOYER may assign employees into these positions in its discretion based on availability and needs of the District. A vulnerable employee not selected for an alternative work assignment may request an unpaid leave of absence for the duration of the 2020-2021 school year. The EMPLOYER agrees not to challenge a request for unemployment benefits filed by a vulnerable employee on a leave of absence. If a vulnerable employee's initial request for unemployment benefits is initially denied by the DUA, the EMPLOYER agrees not to participate in the DUA appeals process.

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for that employee. Requests for an unpaid leave of absence shall be subject to review by the EMPLOYER on a case-by-case basis.

11. CHILDCARE. Members of the bargaining unit who are unable to work due to childcare issues and who are eligible for expanded Family and Medical Leave Act (FMLA) under the Families First Corona Virus Response Act (FFCRA) shall at the employee's request be placed on FMLA and paid in accordance with the statute. The EMPLOYER agrees to provide information and guidance on accessing leave in accordance with the FFCRA.

12. SOCIAL DISTANCING.

- a. Bargaining unit employees are expected to follow six-foot social distancing requirements.
- b. The EMPLOYER may assign different entry doors to bargaining unit employees to minimize contact across workers and reduce congestion at entry points.
- c. Face masks are required to be worn at all times by employees in accordance with District protocols.
- d. The EMPLOYER may assign office equipment and technology, such as telephones and staplers, to bargaining unit employees to limit cross contamination.
- e. The EMPLOYER may limit areas of the building or assign restrooms to employees to limit overcrowding.

13. HYGIENE AND CLEANING PROTOCOLS.

- a. The EMPLOYER shall ensure access to handwashing facilities on site, including soap and running water, wherever possible and encourage frequent handwashing; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative.
- b. The EMPLOYER shall post visible signage throughout the site to remind workers of hygiene and safety protocols.
- c. Bargaining unit employees shall be provided with adequate time (outside of lunch breaks and planning time) to wipe down workspaces and surfaces during the workday and at the end of each day. The EMPLOYER recognizes that this time will be embedded into the workday.
- d. In the event of a positive case, the EMPLOYER shall follow protocols and perform a deep cleaning and disinfecting of the workplace in accordance with current CDC guidance. The Employer will adhere to DESE and DPH guidance when determining whether to close a program or the entire site. The Employer will communicate information concerning potential exposure to affected staff as soon as possible and in accordance with the District's contact-tracing protocols.
- e. The parties will continue to meet and discuss health, safety, and cleaning concerns that may arise.

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14. **BUILDING INSPECTIONS**. The EMPLOYER shall ensure that all Masconomet controlled facilities are inspected for proper ventilation, air quality, and that other safety components are adequate. The EMPLOYER shall request copies of any reports regarding proper ventilation and air quality from entities from which District leases spaces. The EMPLOYER shall provide a copy of reports to the FEDERATION.
15. **MEETINGS**. Bargaining unit members will be permitted to join a meeting remotely, with the approval of their immediate supervisor whose approval shall not be unreasonably withheld. Meetings will be available remotely to bargaining unit members who are receiving accommodations.
16. **SELF-SCREENING**. Bargaining unit employees shall be responsible for self-screening and reporting whether they have COVID-19 symptoms or were in close contact with someone who tested positive to their Principal and their school nurse. Bargaining unit employees shall not come into work if ill or if in close contact with someone who tested positive. In such cases, bargaining unit employees shall self-quarantine in accordance with the guidance from the CDC and DESE, and in accordance with the District's self-screening protocols. Bargaining unit employees will be expected to work-from-home, if possible, during these circumstances, unless they are unable to due to their health.
17. **TESTING/QUARANTINE**. Parents will be required to check symptoms of illness of students before coming to school using District procedures. The EMPLOYER will establish protocols for students and staff to quarantine and to properly clean a building or classroom due to an illness or suspected illness in a building or classroom. The EMPLOYER agrees to provide an isolation area at each worksite for use by students.
18. **NO HARM**. If bargaining unit employees are not required to work their full schedule, they shall suffer no economic harm during this period.
19. **PERSONAL PROTECTIVE EQUIPMENT**. The EMPLOYER shall to the extent possible provide at no cost to bargaining unit employees all personal protective equipment and safety precautions including but not limited to high quality masks, clear face shields, other protective equipment to assist with special education populations, alcohol based hand sanitizer, disinfectant wipes, gloves, sneeze guards/plexiglass, and hand soap.
20. **ENFORCEABILITY**. This agreement and the terms and conditions found herein can be enforced through the parties' grievance and arbitration procedures outlined in the collective bargaining agreement.
21. **NO PRACTICE OR PRECEDENT**. This agreement shall neither establish a practice nor set a precedent to any modified working condition herein. Furthermore, during the term of this agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits.
22. **DURATION**. This agreement shall be effective upon execution 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 agreement. This agreement may be extended beyond June 30, 2021 by mutual agreement of the parties in writing. All terms and conditions of employment in the collective bargaining agreement shall continue in full force and effect until the expiration of this agreement.

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This Memorandum of Understanding is subject to ratification by the Federation and the EMPLOYER. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 21st day of October 2020.

**MASCONOMET PARAPROFESSIONALS
UNION, LOCAL 6564, AMERICAN
FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)**

**MASCONOMET REGIONAL SCHOOL
DISTRICT COMMITTEE**

Susan Sooaar, President – Local 6564

Carolyn Miller, Chairperson