

MEMORANDUM OF AGREEMENT

**Mendon-Upton Regional School District Teachers Association
Mendon-Upton Regional Custodians Association
Mendon-Upton Regional Administrative Assistants Association
and
Mendon-Upton Regional School District School Committee
April 9, 2020**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into among the Mendon-Upton Regional School District School Committee (hereinafter referred to as “District”) and the Mendon-Upton Regional Teachers Association, the Mendon-Upton Regional Custodians Association, and the Mendon-Upton Regional Administrative Assistants Association (hereinafter referred to as “Association”).

WHEREAS, in connection with the public health emergency associated with the COVID-19 outbreak, the Superintendent of Schools has announced the temporary closure of all schools in the District;

WHEREAS, during this unprecedented and ever-evolving circumstance, the District and the Association hope to work cooperatively to support all students and staff and to keep us connected to the school community. We intend to provide students with the best possible educational experience as well as staff the resources to deliver it;

WHEREAS, the parties wish to preserve the health and welfare of students, employees and community members, the Association and the District agree that the following protocols and procedures will apply to all employees of the Association’s Units A, B, C, and all other employees who are members of the Association by entering into this Memorandum of Agreement (MOA);

Therefore, the Mendon-Upton Regional School District School Committee and the Mendon-Upton Regional Teachers Association, **the Mendon-Upton Regional Custodians Association, and the Mendon-Upton Regional Administrative Assistants Association** hereby agree to the following for both salaried and hourly employees:

Section A: Employee Safety, Illness, & Absentee Procedures

The Committee and Association agree that it is for the mutual benefits of the community and the members of the Association to take preventative measures to combat infection and mitigate personal risk.

1. The Committee and the Association mutually agree to encourage members who are showing symptoms of COVID-19, exposed to COVID-19, identify themselves as high-risk as defined by the Centers for Disease Control and Prevention or are so advised by their medical providers, to remain home and seek medical treatment as necessary. Such encouragement will be sent via

email, if not done so already.

2. Employees who are ill or otherwise unable to engage in reasonable educational responsibilities for one or more days will be entitled to use any paid leave time as applicable under their respective collective bargaining agreements. In the alternative, if circumstances prevent an employee from being able to carry out his/her responsibilities, the employee will communicate his/her situation to his/her supervisor and determine a contingency or alternative plan for carrying out those responsibilities. For the remainder of the 2019 - 2020 School Year, employees will not be required to produce documentation of illness, provided that an employee who needs to remain out of work beyond 2 weeks shall provide a certification of health care provider consistent with the provisions of the FMLA.

3. As related to any employees on parental leave or other extended leaves of absence, the temporary school closure shall not change the original terms of their leave entitlement.

4. Subject to state and federal law, the Committee will share non-confidential information in its possession, relating to confirmed cases of COVID-19 which occur in a Mendon-Upton Regional School's employee or student, with employees.

Section B: Compensation & Work

1. During the period of temporary school closure, all employees represented by the Association shall continue to be paid their benefits and full regular annual salary and wages according to the regular payment schedule, and there shall be no deduction of pay for any of the days of the temporary school closure.

2. The Committee agrees that spring athletic stipends will be paid in full if spring sports season starts on or before May 15.

3. Teachers will create lessons and/or new content on at least a weekly basis (vis-a-vis videos, screencasts, slide presentations, audio recordings, online resources, etc.). Teachers will adopt, and if necessary, collaboratively adapt the schedule established by their building principals with regard to posting content and learning activities to their instructional platform (e.g., *Google Classroom*, *SeeSaw*, etc.). All teachers will be available "live" using videoconferencing or teleconferencing applications such as *Zoom* or *Google Meet* at least, on average, one hour daily for the purposes of activities such as instruction, class discussions, review of content, practice of skills, or extra help. These hours will be scheduled in collaboration with building principals to ensure that there is not conflict with other teachers. This baseline amount may be split in two sessions (e.g., two 30-min sessions). Additionally, each teacher shall be available for an "office hour" at least one hour weekly Monday through Thursday (per teacher). This "office hour" would entail being available "live" vis-a-vis videoconferencing for any additional help for students. All educators will meet virtually with their grade level/interdisciplinary team/department for planning purposes for at least one hour weekly and will also participate in a

30-minute weekly staff meeting/check-in, as needed. All educators will also be available during regular working hours for targeted online professional development as needed.

4. Administrative Assistants shall work their current assignments for the duration of the closure based upon their ability to access the means to work remotely. They shall make every effort to be in contact with parents, guardians and staff by email on an ongoing basis and respond to questions reasonably within working hours for the duration of the closure.

5. Essential employees can be subject to recall for in person work at any time while out due to COVID-19. If an employee subject to recall self-certifies that they cannot be recalled to work and provides this to the Superintendent's office by phone or email, they will be excused from the recall and continue to remain on administrative leave. The Association will be provided a copy of the notice to any recalled employee.

6. Custodians, who are essential employees, shall be considered to be on call during the closure period. The District shall notify all Custodians of their work schedule for the following week, no later than 5 p.m. Friday of each week.

7. If the Towns of Mendon or Upton requests services of School Nurses during work hours and the Superintendent recalls them for this purpose, they will be paid an additional \$30 per hour for services rendered to the Town.

8. The parties agree that teachers will require students to submit assignments/project work on at least a weekly basis. All work will be assessed using a "Credit," "No Credit," or "Needs Revision for Credit" basis and actionable feedback on the submitted work will be provided by the teacher. Grade reporting at the Miscoe for terms 3 & 4 will be strictly "pass/fail." Grade reporting for Nipmuc for term 3 & 4 will also be "pass/fail" but will also entail reporting a cumulative grade as of March 13, and if this grade is beneficial for the student's cumulative average it will be counted. At the elementary level, for the third trimester, teachers will report grades using a simple narrative.

9. The confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during the closure period cannot be guaranteed. In the event IEP meetings, or other meetings which trigger privacy issues are conducted during the closure period, the District shall assume any and all liability for student privacy violations which may occur, including FERPA.

10. Communication between teachers/staff and students/parents shall only be through school email and/or the school approved online platform(s) being used to post/deliver instruction. In any situation where a staff member is phoning a family member, the district shall provide the means to protect the staff member's personal information, such as phone number. The right of staff to maintain privacy of their homes and families shall be respected.

11. Should teachers need assistance with students who are not participating, or otherwise not performing the required lessons, after making an attempt to reach out to the family, the teacher shall inform the building Principal who shall address the issue accordingly.

12. Both parties recognize that the implementation of remote learning creates novel and unique challenges, particularly with regard to the use of videoconferencing for instructional purposes. In the event that there is an occurrence of inappropriate student behavior or a malicious external event that is beyond the scope of the educator's control, he/she will not be subject to discipline provided that he/she has exercised good professional judgment and has followed the guidelines in the *District's Norms for Video Conferencing* document that have been provided.

14. Any member requested to cover a coworker's assignment will be compensated for the additional workload.

Section C: Evaluation, PTS, & Technological Support

1. As related to employee evaluations, the Committee shall place a moratorium on all evaluations for MURTA members for the 2019-20 school year. Wherever educators with professional status were in the evaluation cycle during the start of the 2019-20 school year, they will start at the same point at the start of the 2020-21 school year. Employees either with or without professional status who are on performance improvement plans will have their timelines for their improvement plan and professional status extended for a period of time equal to the length of the closure.

2. Teachers without Professional Teacher Status will continue to accrue time towards their three (3) year requirement pursuant to M.G.L. Ch.71, s. 41.

3. The Committee shall provide professional staff that deliver instruction to students a MacBook Air for remote use.

Section D: No Precedent

The Parties agree that this Agreement sets no precedent or past practice and shall not be used in any proceeding except one to enforce its terms.

Section E: School Closure

This agreement shall be in full effect until the end of the 2019-20 school year or for the duration of the temporary school closure, whichever ends first.

In Witness Whereof, the parties have set their hand and seal by their duly authorized representative, **(INSERT DATE)**.

For the Mendon-Upton Regional Teachers Association:

William M. Boryak

Shelley Cook

Date: 5/17/2020

For the Mendon-Upton Regional Custodians Association:

Magnum

Date: 5/11/20

For the Mendon-Upton Regional Administrative Assistants Association:

William M. Boryak

Shelley Cook

Date: 5/14/20

For the Mendon-Upton Regional School District School Committee:

ASB

Shelley Cook

Date: 5/1/2020