

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter the “MOU”) is being entered into by and between the Hathorne Teachers Federation, Local 1269, American Federation of Teachers, AFT Massachusetts, AFL-CIO (collectively referred as the “UNION”) and the Essex North Shore Agricultural & Technical School Committee (hereinafter the “District”) to outline changes in working conditions, concerns and procedures 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. The District has adopted a plan to begin the 2020-2021 school year in a hybrid learning model.
- D. The UNION and the District 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. **Enforceability.** All terms of this agreement will be subject to the Grievance Procedures found in the CBA between the parties.
2. **No Precedent.** This agreement shall neither establish a practice nor set a precedent to any modified working condition herein.
3. **CBA.** All terms and conditions of employment in the collective bargaining agreement shall continue in full force and effect until the expiration of this agreement. If there is a conflict between this agreement and the CBA, this agreement will prevail.
4. **Ratification.** This agreement will be subject to any ratification deemed necessary by either of the parties.
5. **High-Risk Employees.** The employer will make efforts to maximize available remote assignments that the District determines are feasible and valuable to students. Available remote assignments will be assigned upon request based on the standards set forth in this section and prioritized towards the teachers qualified to perform the available assignment

and most in need of accommodation. To qualify an employee must meet both requirements below:

- a. Employees at high-risk for COVID-19 complications (as defined by CDC); Employees who are pregnant; Employees over the age of 65; and,
- b. Employees meeting the requirement above must have medical documentation establishing that the employee has a severe risk associated with teaching within the High School building while students are present. The District shall have the right to seek a medical opinion at District expense from a physician of the District's choosing and the employee shall be required to cooperate by providing the District's physician access to their medical providers and records.

Employees given remote teaching assignments will not be required to report to the main High School building on any days where the general student population reports to the building. Teaching will be accomplished from rooms isolated from the student population.

6. **Voluntary Furloughs.** Employees who meet all of the requirements above to participate in a remote teaching assignment, but are not granted remote assignments may take voluntary furloughs. While furloughed, the District will continue to provide contributions to employee health insurance premiums, and the employee must provide the employee contribution as a condition of continuing the insurance. All furloughed employees will be recalled to full employment at the conclusion of the 2020-2021 school year, subject to any reductions in force affecting staff in accordance with the terms of the main agreement, or non-renewals of non-professional status teachers.
7. **Child Supervision.** The District shall establish a tutoring center on campus. The children of employees will be able to attend the tutoring center during work hours as capacity allows. If the demand for the tutoring center exceeds the anticipated capacity, the District will make efforts to expand the capacity of the center, subject to the District's ability to locate a funding source. As the program is grant funded the District reserves the right to reassess the program after the grant expires on 12/31/2020.
8. **Quarantining.**
 - a. If an employee is required to quarantine related to COVID-19, but is able to continue working, they shall continue to work; provided, the District in its discretion determines that sufficient work exists and prescribes the method in which they will work while quarantined.
 - b. If an employee is required to quarantine related to COVID-19, but are unable to continue working, they will have access to leaves granted by the FFCRA and will be able to supplement the leaves with accrued sick time. The ability to use accrued sick leave supplement FFCRA leaves for quarantining will not apply to quarantines related to travel restrictions unless approved by the District.

9. **Professional Development.** The District will utilize the full ten (10) days of professional development offered by DESE. Professional development days will include sufficient training on technology, safety, and distance learning practices, as well as common planning time, in addition to other required training.
10. **Technology.** All employees will be provided with access to reasonable technology, both in-school and at-home, to fulfill their respective responsibilities during remote learning. If sufficient technology is not available, employee responsibilities will be modified accordingly.
11. **Recording Instruction.** The District will minimize the situations in which live classes are recorded and/or live streamed; this will occur only after a full discussion of the circumstances and details and the agreement of the teacher. In-person classes may be live streamed if needed to utilize overflow rooms to reduce the size of large classes, with the agreement of the teacher. If a class is live-streamed, the District will take responsibility for any privacy waivers needed from students or families.
12. **Face Coverings.** Students and staff will be expected to wear face coverings in accordance with the reopening plan. The District will be ultimately responsible for remedying violations.
13. **Social Distancing.** Social Distancing. Students and staff will be expected to maintain appropriate social distancing in accordance with the reopening plan at all times. The District will be ultimately responsible for remedying violations
14. **Reporting and Transparency.**
 - a. All confirmed and suspected cases of COVID-19 shall be clearly communicated to the UNION, while maintaining the privacy of the affected individual.
 - b. The District shall clearly communicate the basis of any decisions to transition to a different stage of in-person, hybrid, or remote learning.
15. **Non-teaching Duties.**
 - a. Employees shall not be expected to perform levels of cleaning typically performed by custodial staff, employees may be expected to disinfect of their personal workspace or shop tools as necessary. All cleaning must be completed during work hours.
 - b. Employees, other than school nurses, shall not be responsible for overseeing medical waiting rooms. School nurses will not be responsible for simultaneously overseeing the medical waiting room and responding to other student needs, except for emergencies. The schedule for overseeing the medical waiting room will be determined in consultation with the school nurses.
16. **Health and Safety.**

- a. Proper ventilation systems in all workspaces must be confirmed. The District shall share with the UNION all inspection reports and shall immediately notify the UNION of any malfunctioning systems. In the event of a malfunction the parties will discuss the appropriate action to be taken.
- b. The District will be responsible for creating plans for the following areas of concern, which will be communicated to employees during professional development days:
 - i. A clear plan for the use of restrooms which ensures access to handwashing and maintains social distancing requirements
 - ii. A plan for safe access to drinking water
 - iii. A plan to minimize staff exposure
- c. All staff required to be within six (6) feet of a student or in a room with a student without a mask may wear additional PPE, and will be provided with facemasks, gloves, and gowns upon request.

17. **Evaluations.** The parties shall form a joint labor management committee to discuss amendments and timeline adjustments in the evaluation procedure to ensure fairness during the unique nature of the 2020-2021 school year.

18. **Community Expectations.** The District shall share with parents student expectations during the pandemic. (e.g. sick students will stay home, parents will pick up students when called, students will socially distance outside of school, etc).

19. **Communication Expectations.**

- a. Teachers will not be expected to respond to student or parent inquiries outside of work hours except in emergencies.
- b. The IT department will support teachers in responding to inquiries about technology concerns or troubleshooting.

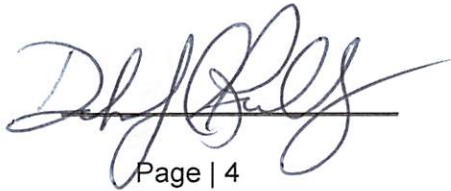
20. **Duration.** The agreement will expire no later than June 30, 2021. If the school shifts to a fully in-person or fully remote model of teaching, the parties will meet to bargain any necessary impacts not covered by this agreement, and any amendments that may be appropriate.

For the Union

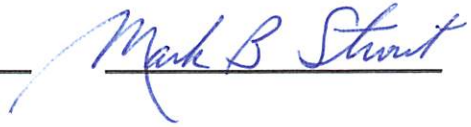
Date

For the School Committee

Date



9-18-20



9/10/20
