

Memorandum of Agreement

Between

Shore Educational Collaborative

and

LEA/AFT Local 03954

The Shore Educational Collaborative (the “Collaborative”) and the LEA/AFT Local 03954 (the “Union”) agree to this Memorandum of Agreement for the school year 2020-2021.

Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement between the Shore Educational Collaborative and the LEA/AFT Local 03954 (Union) shall remain in full force and effect.

1. The school year for students will begin remotely on September 15, 2020.
2. Teachers will report for professional development during the time of August 31 to September 14, 2020.
3. The Collaborative and the Union will form a health and safety joint labor management committee (JLMC) with equal parts from each group and representatives from each unit. The health and safety committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the Collaborative to be implemented and maintained.
4. Both parties agree that this agreement will terminate on June 30, 2021.
5. **Work Location**: During remote learning staff at their sole discretion shall have the option of working from the school provided they follow safety protocols required by The Collaborative when in its buildings. To meet building occupancy restrictions a sign in log may be established.
6. **Phase I Fully Remote Professional Development**: All employees, in all units, will begin work on August 31, 2020. 10 days will be used for Professional Development such topics as remote learning platforms, development of reentry protocols, and physical school set-up appropriate to DESE/scientific health information and protocols.

Week 1 – August 31 to September 4 - This week shall be remote only, every day.

Week 2+: A 3 day period (September 9 – September 11) will be designated for those staff who would like input into items/furnishings that stay and those that are removed from their classrooms/workspaces to come into the building for these purposes. The sole purpose of these days is to set up their workspace and remove necessary items so that rooms can allow for optimal, comfortable social distancing.

Phase II Fully-Remote-Family/Student PD: On September 14, employees will meet remotely with families and students to assess needs, offer guidance, set expectations, and plan schedules and curriculum. Employees shall schedule this work at their sole discretion from either home or the building. On September 15, 2020 instruction and services will begin with students.

Phase III Fully-Remote: Starting September 15, 2020, a remote learning model will be used.

Phase IV In-Person Instruction:

11/2/20

Staff In-Person: Therapists, Nurses (OTs, PT, SLPs, BCBA) & (4) 105 Teachers (SC, KD, DS, PN) & Paras (TBD) & Specialty Teachers (BC, KH)

11/4/20

Students In-Person: (4) 105 Multiple Disabilities Classrooms.

11/6/20

Staff In-Person: Pre-K Teachers (MP, KM, JM, MC, KR, AH, JD) & Paras (TBD) & SACs (MJV,JK)

11/9/20

Students In-Person: Pre K-3 (305 and 105 Classrooms).

11/13/20

Staff In-Person: Gr. 4 and 5; 105 ASD/Post Sec (AM, JH, CA, TC, MV, JF, MG, HM). Teachers and Paras (TBD) & SAC (KI)

11/16/20

Students In-Person: 305 Upper Elem & (5)105 Remaining Classrooms

11/24/20

Staff In-Person: Middle & High Teachers (MS, KC, CT, JA, SL, KY, MN) & Paras (TBD) & SACs (JB, HJ, TC, AC)

11/30/20

Students In-Person: Middle and High (315 & 405).

Ongoing

By appt – Clinical Services & re-evals for students who remain in remote model.
Staff In-Person: IEP Team Members.

Therapists who are scheduled to return on October 23, may request in writing to the Coordinator of Health and Related Services some flexibility in the return date and/or an remote and in-person schedule (based on their caseloads and students return dates) until November 30 when all classrooms will be in-person.

7. **Illness Under a Full Remote Schooling:** The Collaborative will adhere to all leaves outlined in the Collective Bargaining Agreement. In addition, The Collaborative will not consider any employees essential employees and will adhere to the FFCRA (both the EFMLEA and EPSLA); FMLA; ADA.
8. **Sick Protocol Update Related to Quarantine Conditions/Pay:** Shore's paid leave policies remain unchanged, however, there are some special circumstances related to the COVID-19 Pandemic. These protocols will be in place until at least December 31, 2020, and will be updated as needed.
 - a. Shore will adhere to all federal statutes, including FMLA, ADA, FFCRA (EPLSA and EFMLEA).
 - b. For everyone's health and safety, staff must stay home and inform Shore when:
 - i. Learning they have tested positive for COVID-19.
 - ii. Experiencing any of the symptoms related to COVID-19.
 - iii. Learning that they have been in close contact with someone testing positive for COVID-19.
 - iv. Otherwise requested by local, state, physician, employer to quarantine or self-isolate.
 - v. Complying to current Massachusetts travel-related quarantine requirements.
 - c. In the circumstances above, and assuming the employee is well enough to work remotely, the employee will be offered remote work if it is available. If remote work is not available or if the employee is not well enough to work or is otherwise unable to work remotely, the first 10 days of leave will be covered by the Families First Coronavirus Response Act (FFCRA). If these ten days have already been used, and there is a subsequent need to quarantine the employee will be paid, without having to use their own personal time off. However, if remote work is offered and refused, the employee will have to use their personal time off or take an unpaid leave.

- d. For any employee who is approved for a leave under the FFCRA or Expanded Family and Medical Leave (EFML), Shore will grant the use of and apply their personal time off to make up the difference in pay as needed.
 - e. Any employee who is required to quarantine due to travel to a higher risk state, as determined by the Governor of Massachusetts, must seek approval for the time off in advance of traveling, whenever possible, and may use their personal time off if approved. Shore Educational Collaborative will not provide any paid leave beyond an employee's personal time off in the case of quarantine related to travel.
 - f. In the above cases where an employee is able to use their personal time off, they will be able to first use any time projected to accrue throughout the 2020-21 school year, as well their accrued/banked time . If an employee uses time they have not yet earned, and voluntarily separates from Shore before the time is earned, their final paycheck will be adjusted accordingly.
9. **Alternative Work Option** The Collaborative will review requests for remote accommodation on a case by case basis consistent with the needs of the Collaborative.
10. **An Employee May Also Opt to Take an Unpaid Leave.** The parties agree that the following rules shall apply to all unpaid leaves.
- a. Leaves will be unpaid.
 - b. Member is eligible to remain as a member of the group health insurance plan and dental plan but must pay 100% of all cost for those programs.
 - c. Member is eligible to retain their life insurance policy benefits but must pay 100% of all costs for that program.
 - d. There will be no accrual of sick leave during the 2020-2021 school year leave.
 - e. All unused leave time earned previous to this leave, will remain in effect.
 - f. Upon return from leave, the employees place on the seniority list will reflect a year's leave but will not be considered a break in services.
 - g. Up on a member's return they shall be returned to a commensurate position to the one held prior to the leave.
 - h. A member who takes an unpaid leave shall not suffer any professional disadvantage as a result of the leave.
11. **Teacher/Support Staff/Administrator Requirements:**
- a. Staff shall be available during the normal school hours of the grade level at which they are teaching.

- b. Staff will abide by the current policies for requesting time off.
- c. Mentoring stipends normally paid under the Collective Bargaining Agreements shall be paid provided current requirements (including documentation) are met.

12. **Modifications/Waivers on State Regulations**: Professional/Licensure responsibilities: The Collaborative shall work with employees, on an individual basis to request waivers, to extend timelines for advancing or renewing current licenses of/when lapses in licensure are based on agreed upon barriers. This language shall be construed as the parties' intent to keep current employees licensed and employed with the Collaborative.
13. **Evaluations**: Unless further direction is provided by the Massachusetts Department of Elementary and Secondary Education the District and Association and Union shall adhere to the educator evaluation requirements and timelines as contractually obligated. The requirements and timeline in the current Collective Bargaining Agreement shall remain unchanged however the evaluation process may vary based on the District's model of education. If the educator evaluation timelines require modification due to the student year the parties may adjust the timeline accordingly by mutual agreement. Both announced and unannounced observations may occur in person, with the evaluator in the room, or remotely with the evaluator in the remote classroom. Any observations that occur in a remote classroom will occur in a remote classroom will require the evaluator to be visible. The Collaborative will focus on the standards, elements and indicators in the evaluation rubrics.
14. **Technology**: When staff request all staff shall be provided a device upon request. The Collaborative shall determine the appropriate platforms for on-line instruction. Staff shall be provided training in these platforms during regular work hours. Staff wishing to use any additional platforms and/or tools shall first inform and seek approval from their Coordinators.
15. **Parent Engagement**: Generally, team meetings, IEPs, and meetings will be conducted remotely. In cases where parents request in-person meetings, these will be accommodated. (These accommodations may be the IEP Liaison meeting in-person with parent(s) with health and safety protocols in place and all other team members joining the meeting remotely.
16. **Grading**: Each grade level shall follow the same grading protocols as physical instruction.

17. **Health and Safety**: The Collaborative shall limit every work area in a building to a maximum capacity based on health and safety guidelines for social distancing. This will be posted in every area.
- a. Employees who work in the building will be provided Personal Protection Equipment (PPEs), hand sanitizer and other cleaning supplies. A minimum of six (6) feet distance shall be maintained at all times between individuals. Any individual assigned to a space that does not allow for six (6) foot social distancing will be given another workspace or have a divider installed or be provided with additional, appropriate PPE.
 - b. When appropriate, special consideration must be given to special populations including, for example, clear masks for the deaf and hard of hearing and gloves and gowns for staff who engage in diapering and toileting. This does not prevent an employee from using their own appropriate PPE as long it is up to standard, if they so prefer.
 - c. The Collaborative shall provide and replenish adequate supplies of hand sanitizer, soap, disinfectant cleaner, and paper towels for every employee in their workspace.
 - d. All buildings will be closed to the public and no visitors will be permitted to enter the buildings unless by appointment. A limited number of visitors, based on area/reason for visit will be given an appointment at any time period. Signs indicating this will be clearly posted. Any outside contracted work arranged by the Executive Director, Facilities Manager, or their designee, will be communicated before it begins. Arrangements will be made outside of the buildings to allow for no-contact drop off for documents.
 - e. Public health and State guidelines regarding ventilation systems will be adhered to. Other actions may be taken pending the report by WB Engineering. Maintenance and documentation of systems currently occur and will be shared as requested.
 - f. All rooms shall be equipped with a maintenance cleaning log that will contain the time, date and person who cleaned the room. TBD – consistent with infection control protocols.
 - g. The building shall have an air quality test performed.
18. **Use of Personal Device**: In the course of remote teaching, staff will not be expected to give out personal telephone numbers. Staff will be responsible for contacting students by phone when this is necessary and can do this by setting up an on-line phone number. I.T. staff can assist in doing this. Staff will not be held accountable for personal content on their personal devices.
19. **Meals and Breaks**: All parties agree to follow the Collective Bargaining Agreement.

20. **No Practice or Precedent**: Except where otherwise noted, this agreement shall neither establish a practice nor set a precedent to any modified working condition herein.
21. **Evergreen**: All terms and conditions of employment in the Collective Bargaining Agreement shall continue in full force and effect until the expiration of this agreement.
22. **Term**: This agreement shall be effective upon execution until substantial changes in learning and working conditions occur, based on state guidance and mandates or in absence of these, through June 30, 2021. This agreement may be modified or extended beyond June 30, 2021 by mutual agreement of the parties in writing.
23. **Staffing**: Building substitutes shall be hired to minimize cross contamination.
24. **Testing and Screening**:
 - a. Staff will be advised of free testing facilities available in all communities.
 - b. No staff will be responsible for costs for testing if free testing is not available.
 - c. If state/local aid is provided to support a school-based testing program, Shore will arrange for on-site testing at the interval recommended by public health.
25. **Training**: Staff will be provided with training on safe restraints during the pandemic and other forms of interaction with students who may need forms of physical support prior to return to in-person teaching. If such training is not available, staff will not be responsible for performing these duties.
26. **Workload**: Protect workload 'as is' in terms of work performed within the normal school day hours.
 - a. Thursday shall be shortened days to accommodate professional development on the 1st and 3rd Thursday of the month and allow for planning time on remaining Thursdays.
 - b. Each program shall form a committee of the Union, Management, and support staff on lesson delivery and support for students in person and remote with the goal of minimizing synchronized teaching of in-person and remote students.
27. **COVID Entrance/Dismissal Protocol** Management will be present to support staff and students at the start and end of the day to assess students coming

into/exiting the building and support staff in assembling students and leaving the building. An "On Call" administrator will be assigned to/posted/available staff at the Middle/High School entrance.

28. **Transportation of Student** No staff member will required or called upon to transport a student to or from Shore Collaborative.

~~29.~~ Per the policy, the director will notify all staff of a positive case with in the Shore Collaborative Staff or Student. This notification will not identify the affected individual but will alert the community, including bargaining unit employees of such positive.

30. **Classroom Cameras and Technology**. At the expiration or mutual termination of this Agreement, whichever comes first, classroom cameras shall be removed. The Collaborative shall provide reasonable access to technology to employees approved to work remotely from home.

31. **Sharing of Teacher Created Content**. Shore will notify students and parents in writing and include in the student handbook that recording, misrepresenting, or misusing any lessons, videos and other content created by Shore employees is strictly prohibited.