

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ATTLEBORO SCHOOL COMMITTEE
AND
THE ATTLEBORO EDUCATION ASSOCIATION
AND
THE ATTLEBORO PARAPROFESSIONAL ASSOCIATION**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Attleboro School Committee (hereinafter the "Committee"), the Attleboro Education Association, and the Attleboro Paraprofessional Association. References to "the Association" refer to both Associations, and all three parties may be and collectively referred to as "the Parties"

WHEREAS, on June 25, 2020 the Department of Elementary and Secondary Education ("DESE") issued guidance requiring school districts to develop remote learning, in person learning and hybrid of both remote and in-person learning; and

WHEREAS, on August 5, 2020, the Committee approved the APS Reopening Plan; and

WHEREAS, representatives of the Parties have bargained collectively pursuant to M.G.L. c.150E over the impacts of the APS Reopening Plan on the terms and conditions of work of members of the Association;

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

1. The terms and conditions set forth in the Collective Bargaining Agreement between the Committee and the Associations shall continue in full force and effect, except as modified by this **MEMORANDUM OF UNDERSTANDING**.
2. There shall be 170 instructional days for students in the 2020-2021 school year, with no change to the overall number of workdays in the teacher work year. Therefore, the first instructional day for students shall be September 14, 2020. The revised school calendar is attached hereto as Appendix A.
3. The ten (10) work days prior to the start of the school year shall be reserved for the planning of remote learning, the development or augmenting of curriculum, professional development and student outreach tailored to meet the needs of employees as well as training regarding health and safety protocols and building procedures. During this time, classes will not be held.
4. Sample schedules and detailed learning plans for the high school, middle school and elementary schools are included in the APS Reopening Plan, which is a living document that can be found on the APS website. Notice of any changes to district/building schedules will be provided to the Association and negotiated when appropriate.
5. Eligible employees may access leave benefits granted by the Families First Coronavirus Response Act (FFCRA), including the Emergency Family and Medical Leave Expansion Act (EFMLEA) and the Emergency Paid Sick Leave Act (ESPSLA). Information on these benefits is available by contacting Human Resources.

If an employee is diagnosed with COVID-19, and contact tracing establishes reasonable documented evidence that the employee contracted the virus at school, the employee will not be required to utilize his or her paid sick leave to cover absences for recovery from COVID-19. The employee will first utilize any available leave under the FFCRA; if the employee is unable to return to work when such leave is exhausted, the District will provide the employee with additional paid sick leave to cover his or her absences until the employee is able to return to work.

6. An employee with an underlying medical condition which prevents him or her from physically working in the school building, shall provide medical documentation to the Director of Human Resources, and may request an accommodation. Subject to appropriate licensure and other qualifications, such employees will be given preference for assignments in the Attleboro Virtual Academy or other remote work possibilities, if available.

An employee who is unable to work due to the need to care for a child under the age of 18 whose school or childcare provider is closed due to COVID-19, may be eligible for up to 12 weeks of partially paid leave under the FFRCA.

During the hybrid model, the District will prioritize APS students who are children of APS teachers and critical support staff for in-person instruction four days per week, as a part of Cohort C.

7. In a Hybrid Learning model, educators will generally be responsible for delivering either In-Person instruction or Remote instruction at any one time, but typically not both simultaneously, without mutual agreement with the educator. Notwithstanding the foregoing, educators will be required to do a morning check-in for attendance with remote students, and be available to remote students at the end of the day for check-in.

This paragraph shall not apply to educators in special education and CTE programs, Title I educators, and ELL educators. The parties recognize that both in-person and remote instruction of students simultaneously may be required by such educators upon mutual agreement between the educator and supervisor.

8. The following shall apply to Remote Learning:


- a. Educators will deliver remote instruction from their classroom during a hybrid model. Educators may be granted permission to work from home in extenuating circumstances, at the discretion of the Superintendent.
- b. In the event the District makes the decision to transition to a fully remote model, each educator will have the option of continuing to work in their school buildings, or working remotely, provided the educator is able to effectively perform all requirements of their position. Any educator who elects to work remotely will be required to meet with their principal (or designee) to review the educator's plan for remote instruction and capability of performing all job requirements. It is understood that educators working remotely may be required to report to work as needed for meetings or other purposes during regular working hours at the request of their principal or district administration.
- c. Paragraphs 8.a. and 8.b. shall not apply to educators in the Attleboro Virtual Academy.
- d. The District shall determine the appropriate platforms for on-line instruction. Educators shall be provided training in these platforms during scheduled professional development days.
- e. The District shall establish and publicize to students and families expectations for student conduct while participating in remote learning.
- f. Educators will have the ability to control what is streamed to students. Cameras will not be in fixed positions to allow teachers to focus viewing on instructional content. Appropriate working technology along with training and practice opportunities will be provided to staff by the district.
- g. Any student behavioral issue that arises during remote learning which cannot be addressed by the teacher will be referred to the building administration.
- h. Every effort will be made by Educators to hold scheduled Synchronous Learning Sessions at scheduled times. Any need on the part of an Educator to miss a Synchronous Learning Session will be communicated to building administration, students and families as soon as practicable so that alternative arrangements can be made. Such communication will include any plans for the SLS which may exist so that continuity can be ensured as best as possible.

- i. Teachers' obligations as mandated reporters remain in place, and any concerns that arise during office hours or through other contacts with students and families must be immediately conveyed to the building principal, and, if needed, 911 should be called.
 - j. The parties acknowledge the challenges that may be associated with maintaining student confidentiality while remotely conducting meetings or engaging with students. Unit members will take all reasonable steps to protect such confidentiality. The District shall otherwise assume any and all liability for student privacy violations that may occur, to include, but not be limited to, violations of FERPA and/or HIPAA.
9. The District shall provide personal protection equipment (PPE), safety measures and training as required by the DESE school reopening guidelines and any applicable OSHA requirements.
10. Surface cleaners and/or disinfecting wipes will be available for staff to use throughout the day to disinfect high use surfaces including in-class sinks and other high-touch areas. Educators will have the ability to request having an area cleaned by the custodial staff.
11.
 - a. All buildings which are occupied by students or members of the Association have had their physical HVAC systems thoroughly and completely inspected by independent professionals (EMA), hired by the District prior to their occupancy. Both the District and the Association will enjoy equal access to all findings or reports made by the professional contractor selected. The District will provide the Association with a regular report of the ongoing CO2 monitoring in each building.
 - b. All HVAC system filters in all District buildings will be maintained at a rating of at least MERV-8 and replaced in accordance with intervals suggested by the manufacturer.
 - c. The District shall install UVGI/HEPA filtration units in the waiting/isolation rooms in each school building. These units will be installed no later than one week following their delivery.
12. Beginning 9/2/2020 and continuing for as long as In-Person Learning and or teaching continues, all air handling systems will operate from 2 hours prior to start of the teachers' workday until 2 hours after the end of the teachers' workday. Vents will remain open continuously.
13. If an educator is aware of any scenario that they, in their good faith judgment, deem to be dangerous, they will immediately notify their supervisor. There will be no reprisals for exercise of this provision or any other contained in this agreement.
14. All students will be provided not less than two (2) mask breaks each day, exclusive of their lunch/recess period. Breaks will be taken outdoors when possible, with social distancing
15. Lunch may be eaten outside when practicable.
16. Every effort will be made to limit the amount of visitors to all buildings. All visitors will be required to comply with building safety protocols.
17. Club and Coach stipends. Stipends for activities that occur will be paid. If activities are partially completed the stipend will be prorated.
18. The parties recognize that not all issues can be covered in this MOU, so the parties commit to working on these issues through the LAB. Any new agreements reached shall be reduced to writing and may be subject to ratification by the Parties respective principals. The APA will be included in the LAB discussions.

19. This agreement shall not be modified except in writing and by mutual agreement and of both parties.
20. The parties recognize that these are unusual circumstances and an evolving situation. Therefore, this agreement shall not be used as evidence of precedent or past practice.
21. This agreement shall expire at the conclusion of the 2020-2021 School year.
22. Wherever feasible, classrooms will be set up to allow for 6-foot physical distancing between people throughout the day. Each classroom will include an educator's desk or work area that is placed at least 6 feet away from any student. Plexiglass will be made available to an educator upon request where 6 feet distancing cannot be maintained between the educator and students in the classroom. Any student behavioral issue that arises during hybrid/in-person learning which cannot be addressed by the educator will be referred to the building administration.
23. Evaluations: The parties agree to meet no later than seven days following the issuance of guidance from DESE to agree on evaluation protocols for the 2020-2021 school year.
24. To the extent practicable staff movement between buildings, grade levels, and assignments will be minimized.
25. In the event an employee is required by the employer to quarantine for 14 days due to possible COVID-19 exposure at school, the following will apply to the 14-day quarantine period: The District may require the employee to work remotely, provided that a remote assignment is available and the employee is able to perform all job duties satisfactorily. If a remote assignment is not available, the employee will first access FFCRA leave, if available. If FFCRA leave is not available, the employee will be placed on paid administrative leave, and will not be required to access sick leave.
26. Staff who monitor multiple lunch blocks will be provided with gloves and/or disposable gowns upon request.
27. The Parties agree to meet no later than October 16, 2020 to review any outstanding issues related to the terms and conditions of employment of bargaining unit members working in the AVA.
28. Changes to daily schedules shall only apply for the 2020-2021 school year. The Parties agree that this provision shall not establish precedent or past practice.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF UNDERSTANDING** to be executed by their duly authorized representatives this _____ day of September 2020

For the Committee



Stephen K. Withers, Jr., Chairman

For the Attleboro Education Association



Joseph Amaral, President

For the Attleboro Paraprofessional Association



James Scott, President