

**Wachusett Regional School District
and the
Wachusett Regional Education Association, Inc.**

Memorandum of Agreement COVID-19 Plan for School Year 2020-2021

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School District (hereinafter, the "District") and the Wachusett Regional Education Association (hereinafter, "Association").

The Department of Elementary and Secondary Education (DESE) advisory on reopening released on June 25, 2020 requires Districts to develop three (3) plans to educate students, including a plan for all remote learning. To that end, the District and the Union jointly agree to this Memorandum of Agreement (MOA) for school year 2020-2021 and for remote learning. Therefore, the Wachusett Regional School District and the Wachusett Regional Education Association hereby agree to the following:

Section A: Employee Safety, Illness, & Absentee Procedures

The District 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 District and the Association mutually agree to encourage members who are showing symptoms of COVID-19, exposed to COVID-19, or are so advised by their medical providers, to remain home and seek medical treatment as necessary. Such encouragement will be sent via email and posted in common areas.
2. For the duration of this agreement, staff produce documentation for COVID related issues in accordance with FFCRA.
3. The District will provide the following temporary benefits under the Families First Coronavirus Response Act ("FFCRA").
 - a. An employee unable to work for reasons related to COVID-19, the employee is eligible for up to two weeks of emergency paid sick leave ("EPSL") based on the employee's regular rate of pay at:
 - i. 100% pay if an employee is: a) subject to a Federal, State or local quarantine or isolation order related to COVID-19; b) has been advised by a health care advisor to self-quarantine due to concerns related to COVID-19; or c) has symptoms of COVID-19 and is seeking a medical diagnosis.
 - ii. \$200 per day if an employee is required to care for an individual who a) is subject to a Federal, State or local quarantine or isolation order related to COVID-19; b) has been advised by a health care advisor to self-quarantine due to concerns related to COVID-19. The employee may use .5 of a sick day, per day, of his/her accrued sick time for each day the employee is out and receiving the \$200 FFCRA benefit.
 - iii. \$200 per day if an employee is required to care for a son or daughter

when his/her school or place of care is closed (or childcare provider is unavailable) due to COVID-19 precautions or to care for an adult son or daughter who has a mental or physical disability an incapable of self-care because of that disability. The employee may use .5 of a sick day, per day, of his/her accrued sick time for each day the employee is out and receiving the \$200 FFCRA benefit.

- b. An employee will be eligible for up to 12 weeks of Expanded Paid Family and Medical Leave to care for a son or daughter 18 years of age or under if the child's school or place of care has been closed (or childcare provider is unavailable) due to COVID-19, or to care for an adult son or daughter who has a mental or physical disability an incapable of self-care because of that disability.
 - i. The employee shall be entitled to 2/3 of the employee's regular rate of pay for a total of ten weeks up to a maximum of \$200 per day.
 - ii. At the employee's discretion, this time need not be consecutive days. The time may be taken intermittently provided the employee and the building principal agree.
 - c. Beyond December 31, 2020, the parties agree to bargain over a continuation of the programs delineated above. In the event that the Federal or State government implements a different benefits program in regards to leave, the parties agree to bargain over those programs.
4. The educator evaluation instrument shall be modified for the 2020-2021 school year only as attached in Appendix A.

We recognize that remote and hybrid models can present some challenges and limitations, and very different ways of teaching and learning. Teachers and students will have to utilize new skills and strategies in order to be successful in these new environments. Evaluators will take this into consideration when assessing a teacher's performance. Only the priority indicators agreed upon by both parties will be used for evaluations except in extenuating circumstances.

In the event a non priority indicator will be used, the educator must be notified 10 days in advance of a formative/summative evaluation meeting.

- 5. Subject to state and federal law, the District will share with the Association non-confidential information in its possession relating to confirmed cases of COVID-19 which occur in a Wachusett Regional School District employee or student.
- 6. The District agrees to provide notification of school reopening (or recall to an in-person model for specific staff members) at least two weeks in advance and will provide a portion of previously scheduled afternoon professional development time to prepare their workspaces in the building for in-person activities. In the event of a switch from the remote model to the hybrid model, the District shall provide the benchmarks used to determine the change.

Section B: Compensation

1. Employees who receive pay in addition to their regular base salary for work performed in a stipendiary position receive their payments, which may be prorated, provided the position is filled for the 2020-2021 school year.

Section C: WRSD Remote Learning Plan

1. Members of the Association agree to respond to professional email through the WRSD email system in a timely fashion, and no later than one work day of receipt and no later than two work days of receipt for related arts teachers, provided that the member is well and not caring for members of their family who are sick. In the event of illness and/or unavailability, educators shall follow normal building procedures when accessing sick or personal time.
2. Employees shall not be required to perform or plan for remote learning using their own personal computers, phones, or other devices.
3. At the employee's discretion, the employee may choose to work remotely from home or from the physical school buildings prior to 10/05/2020.

All HVAC systems throughout the District will be inspected by an outside vendor prior to opening the buildings to staff to ensure the air quality and air exchange systems continue to meet the expectations for a safe reopening. All reports from the outside vendor shall be provided to the Association upon completion. During the first two weeks following students return to the building, based on the phased reopening plan, the WRSD will test all frequently used spaces of the schools consistent with the aforementioned expectations for a safe reopening. The District shall purchase and maintain CO2 monitors in each building. CO2 testing will occur throughout the year in all buildings and results will be shared with the Association. A log of CO2 levels will be kept in each building. In the event that a staff member has concerns about the indoor air quality of the space where they are assigned to work within the school, they shall notify building administration of their specific concern. Administration will then consult with the facilities director to document and investigate the concern and implement a safe and appropriate solution within five (5) school days. A log will be maintained of inspections, upgrades, repairs, and filter changes. All logs will be accessible by the Association.

4. Cleaning protocols will be provided to all bargaining unit members prior to re-entry to the physical school buildings.
5. The Association and District understand and acknowledge that remote education consumes a regular full work day for employees. Employees are not required to perform part of such work outside of the employee's regular work hours as outlined in the 2018-2021 Collective Bargaining Agreement between the WRSDSC and WREA.
6. The District shall inform parents that recording of any online synchronous enrichment meeting or activity is prohibited for the mutual protection of student and member privacy in accordance with M.G.L.
7. The work year for staff shall begin on September 1, 2020. The first ten (10) scheduled work days shall be deemed staff training days, consistent with the regularly scheduled work day outlined within the Collective Bargaining Agreement.

The staff training shall consist of principal-directed time, District-directed time and teacher-directed time. The administration will share the schedules for each work location for each staff training day with members of the bargaining unit no later than the end of workday 8/28/2020. Every effort will be made to provide similar teacher-directed time and availability to appropriate training. Concerns will be brought to the building principal. The WREA representative can direct concerns to the Superintendent or designee.

8. For the start of the 2020-2021 school year, the parties shall continue to negotiate over the Wachusett Regional School District Reopening Plan 2020-2021. Once the parties reach agreement on the plan, the agreement shall be ratified by the parties.

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: Duration of Agreement Unless explicitly outlined above, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect. This agreement shall remain in full force and effect for the duration of the 2020-2021 school year. Any modifications to this agreement shall be reduced to writing and executed by the parties.

Dated this 16th day of September, 2020



Darryll McCall, Ed.D.
Superintendent
Wachusett Regional School District



Mary E. Lampron-Shepherd
President
Wachusett Regional Education Association, Inc.