

**MEMORANDUM OF AGREEMENT (“Agreement”)
BETWEEN
THE MARBLEHEAD SCHOOL COMMITTEE (“Committee”)
AND
THE MARBLEHEAD EDUCATION ASSOCIATION (“MEA”),
collectively referred to as the “Parties”**

**Regarding the Reopening of Schools for the 2020 – 2021 School Year
August 2020**

WHEREAS, the Committee, represented by the Chair and by the Superintendent, and the MEA have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

WHEREAS, on June 25, 2020, the Department of Elementary and Secondary Education (“DESE”) issued guidance requiring Districts to develop three different plans for the 2020-2021 school year: (1) a remote learning plan, (2) an in-person instruction plan, and (3) a hybrid model; and furthermore identified an overall goal for “the safe return of as many students as possible to in-person school settings, to maximize learning and address our students’ holistic needs”;

WHEREAS, on August 10, 2020, the Committee voted to approve the Marblehead Public Schools’ (“MPS”) Reopening Plan, calling for the 2020-2021 school year to begin under a remote to hybrid model;

WHEREAS, DESE and other governmental entities continue to provide guidance regarding the reopening of schools for the 2020-2021 school year, in light of the novel coronavirus (“COVID-19”);

WHEREAS, absent a reasonable accommodation requested in compliance with ADA requirements that is granted by the Superintendent/his designee, employees will be required to report to their assigned school building or other assigned work location within the District for the 2020 –2021 school year to perform their work, unless the Committee or Superintendent closes the schools for public health reasons and/or educators are directed otherwise by the Superintendent; and

WHEREAS, the Parties wish to memorialize their agreement on about certain aspects of the reopening of school for the 2020-2021 school year in this detailed Memorandum of Agreement (“MOA”);

NOW THEREFORE, notwithstanding any contrary provision in the Parties' applicable collective bargaining agreement or established practices, the Parties hereby agree as follows for the duration of the 2020 – 2021 work year, unless otherwise agreed to in writing by the Parties:

I. General

- A. The Marblehead Public Schools' Reopening Plan is incorporated by reference in full and is attached as [Addendum A](#).
- B. This MOA shall be in effect beginning at the start of the 2020-2021 work year and for the duration of the COVID-19 state of emergency declared by the Governor until such declaration is lifted by the Governor or until the conclusion of the 2020-2021 work year, whichever occurs first. If such state of emergency still exists as of the end of the 2020-2021 work year, the parties agree to review the terms of this MOA and to discuss modifications thereto to be effective as of the beginning of the 2021-2022 work year.
- C. The parties shall establish a joint labor-management committee (JLMC) composed of six (6) members. Three (3) members shall be designated by the Superintendent, including the Chair of the Committee, and three (3) such members shall be designated by the MEA. The JLMC will meet monthly during the 2020-2021 school year to review the implementation of and compliance with this MOA and any suggestions for modifications hereto. The parties agree to bargain in good faith regarding any modifications recommended by the JLMC.
- D. Either party may request a reopener in the event of further guidance, legislation, regulations or orders regarding any matters addressed in this MOA.
- E. Unless specifically modified herein, all terms of the applicable collective bargaining agreement shall remain in effect.

II. Starting the Work/School Year

A significant investment in improving and creating comprehensive distance teaching and learning for students and parents shall be made. The first nine (9) days of the 2020-2021 work year shall be scheduled as paid non-instructional days for all Teachers and ESP's. All employees will report to work on August 31, 2020, with students returning to distance learning on September 14, 2020. The first ten (9) days of the work year are reserved for:

- Professional Development for staff
- Safety protocol training
- Technology Training

During periods of remote/distance learning, employees will be expected to report to work sites unless a reasonable accommodation in accordance with ADA requirements has been granted by the Superintendent to the member. The parties agree that should Covid-19 testing data compiled

and reported by the Massachusetts Department of Public Health regarding the Town of Marblehead indicate it is no longer safe for employees to be present in the buildings, this will be revisited.

While on school district premises, employees shall maintain at least six (6) feet physical distance between themselves and other individuals and shall be required to wear a face mask in compliance with Policy EBCFA, except when employees are working independently (alone). Employees who cannot wear a mask because of a documented health issue shall be required to wear a face shield.

At the employee's discretion, during the period of remote learning teachers may, at their option, but are not required to, meet in person with parents and students to introduce themselves.

III. Modified School Work Year

- A. Teachers will be expected to report to school - in-person or remotely if subject to a granted reasonable accommodation - on August 31, 2020, with students reporting for the first day of school on September 14, in a remote to hybrid opening. The work days prior to the first day of school will be used for:
 - Professional Development
 - Training on Safety, Health, Social Distancing Protocols
 - Collaboration with peers and administrators
 - Orientation and Check Ins with students
 - Teacher preparation
- B. The school hours for students and teachers will be in accordance with Article VIII, Section A of the teachers' contract.
- C. The MPS Instructional Plan for the 2020-2021 academic year must adhere to Article VIII Section B of the teacher's contract unless otherwise agreed to by the parties.
- D. For the 2020-2021 academic year, the school year for students will be reduced to 170 days as approved by DESE, and student learning time will be reduced to 850 hours for elementary schools and 935 hours for secondary schools.
- E. The last day of school (exclusive of snow days) is June 14, 2021. The [school calendar approved by the School Committee](#) is incorporated by reference in full.
- F. The 2020-2021 school year will begin with a remote to hybrid model of instruction, as set forth in detail in the Reopening Plan.

IV. Health and Safety

- A. Health and safety of students, employees, and the community are top priorities.
- B. Specific health and safety measures are set forth in the Reopening Plan, attached as [Addendum A](#), beginning on page 41- Health & Safety for Re-Entry Fall 2020.

V. Protections for Staff

Protections shall be ensured for high-risk employees as defined by the CDC and the Massachusetts DPH that mitigate the risk an in-person reopening of schools will have on persons with pre-existing conditions.

- Options for staff who are high risk as so defined, or who have immediate family members who are high risk as so defined, and are granted reasonable accommodations as set forth elsewhere in this MOA will include remote working assignments.

Employees who request a fully remote assignment as an alternative to hybrid/in-person work assignments with appropriate documentation shall be provided, without loss of compensation or benefits, a remote work assignment that is commensurate with their current work assignment. The Superintendent will document this assignment in writing.

- Clear guidelines shall be provided by the Superintendent/designee for employees with health issues who as a result of such issues cannot safely wear PPE or who need specialized PPE.
- Clear guidelines shall be provided by the Superintendent/designee for safe delivery of instructional services to students with disabilities.

Work Assignment

At no time will any employee be assigned to both in-person and remote instructional assignments simultaneously, unless agreed to in writing by the employee and the building principal. Employees will be provided with a consistent, singular assignment throughout the calendar year to the greatest extent feasible considering changing circumstances during the course of the year.

Employees are not precluded from exercising any rights they may have under federal and state laws, or under the applicable collective bargaining agreement or employer policy, to address alleged violations, and are encouraged to inform the school administration and the MEA when exercising such rights.

VI. Employee Expectations

The following expectations apply to both hybrid and remote work, unless otherwise specified:

Definitions of synchronous/asynchronous learning:

Synchronous Learning - A learning event in which a group of students are engaged in learning at the same time and during a designated time. Examples on Zoom or Seesaw:

- Teacher lecture
- Teacher check-ins with groups or individuals
- Group work

Asynchronous learning - Forms of education, instruction, or learning that do not occur at the same place or at the same time and/or involve student autonomy to complete at any time during the day with a designated due date. Examples:

- Reading assignment
- Writing assignment
- Projects or activities
- Online or on paper
- Self-recorded teacher lesson
- Recorded videos from other sources

The following technology tools will be used to deliver remote instruction: Clever, Google Classroom, Seesaw and Pear Deck. Students will be given access to Chromebooks and families requiring assistance will be offered internet “hotspots.”

The following requirements will apply to all teachers:

- All teachers will be required to have a Google Classroom - Grade 3-12 - or Seesaw - Prek-2 - for each of their classes.
- Teachers will use school-provided devices to engage students live within each lesson. This permits students who have opted to be remote in-time access to instruction.
- Classroom resources will be made available on Seesaw and/or Google Classroom.
- Employees will work in buildings regardless of hybrid or remote model unless otherwise approved by the Superintendent in his discretion or as granted by the Superintendent as set forth in other provisions of this MOA.
- Pursuant to the MPS Reopening Plan adopted by the Committee, students will have the option to be instructed in a fully remote model, even if the district is using a hybrid model.

Students who are remote by choice will be subject to the same expectations as students who have elected the hybrid model.

VII. Childcare

In exigent circumstances, teachers and paraprofessionals/tutors may bring their school age children with them to work in their classroom solely on days when instruction is remote, with prior notice and approval of the building principal after receiving the employee's acknowledgement in written form that the decision to bring his/her child into the building is fully voluntary and without any duress. The principal shall grant approval only if the presence of the employee's child does not interfere with the employee's ability to perform his/her duties. The employee is responsible for ensuring that his/her child adheres to all safety protocols at all times that the child is in the building. This provision is not intended to be a replacement for daily childcare, which is the employee's responsibility to secure.

VIII. Building-based cleaning and PPE

- In all staff bathrooms toilet covers should be installed.
- Schools must maintain logs that include the date, time, and scope of cleaning and disinfection in a facility or area.
- PPE such as gloves, masks, face shields and/or eye protection, and overgarments as requested and approved, shall be provided by MPS. Replacements of equipment will be readily available.
- Plexiglass shields for teacher work stations will be installed upon request.
- Sufficient cleaning materials and supplies for classroom use shall be provided by MPS.

IX. MA DPH and DESE Guidelines

- Face masks for everyone Pre-K and above, which adhere to the [School Committee Mask Policy](#).
- A "close contact" for purposes of this MOA is defined as an employee who has been within six (6) feet of distance of an individual who tests positive for, or is suspected of having, Covid-19, for at least fifteen (15) minutes while the individual was infectious.
- Close contacts without symptoms should be tested as soon as possible after they are notified of their possible exposure to COVID-19. The person is required to quarantine according to [MPH and DESE Guidance](#).
- If the exposure is determined through contact tracing to have taken place at work, MPS will pay the cost of testing for staff if free and/or appropriate testing is not readily available.

- Quarantine will follow all local, state and CDC [public health recommendations and requirements](#).
- Because each employee's circumstances are likely to be unique, the parties will collaborate with the Marblehead Board of Health in making final determinations, which will at minimum align with current CDC and state guidance and could exceed such guidance given the local context.

X. Administration actions

- A designated COVID-19 coordinator shall be appointed by the Superintendent/designee for each school building to collect and maintain data, alert contacts of infected individuals, monitor adherence to safety guidelines, etc. In most instances, this will be the building principal.
- Administrators and school health personnel will review Covid-19 health and safety procedures with each employee prior to reopening.
- Regular joint management/labor meetings between the MEA and MPS Administration will be ongoing and will occur at least monthly.

XI. Distance Learning

The parties recognize that schools are critical to daily life. Collaboration between the Director of the Marblehead Board of Health, the Superintendent, MPS Central Office staff, and building principals, and the MEA, is essential when making decisions about the return to learning. The parties recognize that schools are more than simply buildings; they are the people within the buildings. The MEA and the Committee agree that returning to in-person learning in September will be phased in for employees and students. Employees will be in-person or remote beginning August 31 and students will be phased in beginning September 14 with remote learning. A hybrid model of learning will begin on October 5, 2020, at which time if not before then, all employees without documented approval from the Superintendent of Schools will return to their buildings.

XII. Bargaining Unit Member Participation

A. Unit A--The Committee agrees that the best practices for distance learning do not necessarily resemble the best practices for in-person instruction. To that extent, and subject to the good faith prior approval by the Superintendent/designee, Unit A employees shall determine the means and method for providing distance learning to their student populations based on appropriate standards-based instruction, their resources, and their knowledge of their students' ability to effectively access and assimilate the curriculum. Such means of instruction could include, but are not limited to: a combination of asynchronous, synchronous, and one-on-one

student engagement strategies. Such strategies will be determined in the educator's informed discretion in collaboration with other members of relevant planning teams at the building level. Under the current remote learning model, employees shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up. Attendance and grading are not optional and will be part of the educators' responsibilities.

B. Tutors and paraprofessionals will maintain the crucial role of education support staff in a collaborative working relationship with Unit A educators. Under the current learning model, employees shall be responsible for supporting appropriate standards-based instruction in collaboration with the Unit A educator that they are assigned to work with.

C. Compensation and Benefits

While working under the remote learning model, all employees shall receive their full compensation and benefits. If extracurricular duties can be appropriately and safely performed and are in fact performed, employees shall continue to receive stipends and/or additional pay, as provided for under the applicable collective bargaining agreement. Said stipends shall be subject to revised compensation amounts based on the extent to which they are performed, consistent with the applicable collective bargaining agreement.

D. Employee and Student Workspaces

MPS District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces. In classrooms where tables are utilized, tables will be spaced no less than six (6) feet apart and students will be seated at opposite ends of the table. Teachers, education support professionals, administrators, and all other school staff shall maintain six (6) feet of physical distance from one another and appropriate signage will be posted to indicate proper physical/social distancing.

E. In-Person Staff Meetings/Professional Development

MPS shall not require in-person staff meetings or professional development activities unless MPS can ensure the following;

- A minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting

- For staff meetings, compliance with all applicable CDC guidelines. Any employee who is uncomfortable attending an in person meeting will be given the option to log in remotely.

XIII. Cleaning Protocols

MPS shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks/tables, computer keyboards, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary and available, as recommended by federal, state, and/or local health officials. At no time will any non-custodial employee be responsible for the cleaning of school buildings and/or worksites. Workspaces will have posted cleaning schedules that include the date and time of each cleaning. The Joint Labor Management Committee and the MEA will have regular access to all cleaning schedules and logs.

XIV. Reporting Breaches of Safety Protocols

MPS shall provide a virtual mechanism for all employees to report breaches of any safety protocol(s) set forth in this MOA to the Joint Labor Management Committee. This mechanism could include a Google Form or “support ticket” similar to the current MPS Help Desk and shall facilitate timely notification of the complaint. This mechanism shall be publicized and shall be made available to all employees, students, and parents/guardians. The Joint Labor Management Committee will be charged with responding to reports of said breaches in a consistent and timely manner. Employees will be explicitly encouraged to report breaches to ensure the health and safety of MPS students, families, and employees. A dedicated email reporting@marbleheadschoools.org will be used to report issues and/or concerns regarding breaches of any safety protocol(s).

XV. Employee Evaluations

The Parties shall comply with all evaluation requirements as set forth in the applicable collective bargaining agreement. The requirements and timeline provided for in the applicable collective bargaining agreement shall remain unchanged; however, the mechanics of the evaluation may vary based on MPS’s method of delivery of instruction to students (i.e. fully remote instruction, hybrid, or all in-person). The Parties agree to establish a Subcommittee for employee evaluation, which will be empowered to make necessary recommendations for modifications to the timeline and/ or the mechanics of the process and to the applicable collective bargaining agreement if necessary. The Subcommittee will have representation from Unit A, Paraprofessionals, Tutors, and all other units with evaluation language and processes.

MARBLEHEAD TEACHERS ASSOCIATION,
BY:

MARBLEHEAD SCHOOL COMMITTEE,
BY:

JOAN MILLER, PRESIDENT

SARAH GOLD, CHAIR

Date: _____

Date: _____

Addendum A : [Marblehead Reopening Plan](#)