

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is being entered into by and between the Pilgrim Area Collaborative Professional Staff Association, Local 6210, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO (collectively referred as the "FEDERATION") and the Pilgrim Area Collaborative Board (PAC) of Directors (hereinafter the "EMPLOYER") to outline changes in working conditions 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. In an effort to be abundantly cautious for the safety and well-being of all students and staff, the parties believe that a carefully implemented reopening plan will limit community infection rates including staff and students.
- D. The FEDERATION and the EMPLOYER 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. **WORK YEAR, ACADEMIC YEAR, PROFESSIONAL DEVELOPMENT AND TRAINING.**  
The work year for members of the FEDERATION for the 2020-2021 school year shall be one-hundred and eighty-four (184) days beginning August 31, 2020. The EMPLOYER shall adjust the academic calendar for 2020-2021 in accordance with guidance from the Massachusetts Department of Elementary and Secondary Education (DESE) to one hundred and seventy (170) days with students beginning September 16, 2020. The EMPLOYER shall use the first eleven (11) days of the work year beginning August 31, 2020 to provide members of the FEDERATION with necessary professional development, common planning time, and safety training. The following days shall be used for Professional Development during the 2020-2021 school year: November 3, 2020, January 15, 2021, and June 18, 2021 (Closeout Day without students) at end of year.
- 2. **IN-PERSON LEARNING.** After the initial professional development, common planning time and safety training period, bargaining unit employees shall transition to an in-person learning model. Bargaining unit employees may be required to perform virtual learning duties via their classroom at the Pilgrim Area Collaborative programs. The EMPLOYER may modify classroom assignments to optimize building safety layouts. The parties shall continue to meet to discuss and resolve implementation concerns.

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3. **TRANSITION TO REMOTE INSTRUCTION (VIRTUAL LEARNING) OR HYBRID MODEL.** The EMPLOYER and the FEDERATION shall meet frequently to discuss community infection rates and trends. Based on feedback and guidance from state/local governmental agencies and the medical community, including but not limited to DESE guidance on Massachusetts Department of Public Health (DPH) COVID-19 Metrics, the weekly DPH COVID-19 Public Health Report, and the local test positivity rate for sending districts. The EMPLOYER shall determine if students will transition back to a remote instruction (virtual learning) model, or a hybrid (combination of in-person and virtual learning) model based upon this feedback and guidance. The parties shall meet and bargain any impact prior to any transition to a remote instruction (virtual) or hybrid learning model. Remote instruction (virtual) and/or hybrid learning shall adhere to guidance provided by DESE.
4. **HOURS OF WORK.** The parties shall continue to meet and negotiate modifications to working hours and the workday with the goal of accommodating students and families. In no case shall bargaining unit employees be required to work in excess of a normal workday in duration.
5. **CURRICULUM.** During the period of professional development and training prior to the start of in-person learning or during a transition to a remote education (virtual) or hybrid learning model, bargaining unit employees may be expected to make reasonable modifications to curriculum materials, lesson plans, physical classroom layout, and Individualized Education Plans (IEPs) to ensure proper advancement of the collaborative's curriculum. The EMPLOYER shall provide a reasonable amount of time for said modifications to be completed.
6. **CLASSROOM CAMERAS AND TECHNOLOGY.** The EMPLOYER shall provide bargaining unit employees classroom cameras (webcams, etc.) and the technology that the Executive Director or Program Director deems necessary to effectively implement remote instruction (virtual) and/or hybrid learning lessons.
7. **WORK-FROM-HOME TECHNOLOGY.** The EMPLOYER shall provide reasonable access to technology to all bargaining unit employees who are working from home as described within this agreement.
8. **COMMUNITY-BASED ACTIVITIES.** The parties agree that community-based activities during the 2020-2021 school year shall adhere to the social distancing, hygiene and cleaning, and personal protective equipment protocols contained in this agreement, and consistent guidance from DESE and the DPH.
9. **ADDITIONAL GUIDANCE ON SPECIAL EDUCATION.** The parties recognize that additional DESE guidance and/or statutory requirements regarding special education may be forthcoming. At which point, the parties agree to meet and negotiate changes related to special education.
10. **EVALUATIONS.** Educators with more than three (3) years of service to the collaborative will receive for the 2020-2021 school year the same overall formative/summative rating that they received in the 2018-2019 school year. Barring behavior of an egregious nature, or where an Educators behavior endangers the health and safety of students, staff, or the general public, observations will emphasize constructive feedback to support teachers. The parties agree to hold each other harmless on any contractual timelines or statutory

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requirements in relation to evaluations. The parties further recognize that the Department of Elementary and Secondary Education has provided waivers for teachers to teach outside of their certification. The EMPLOYER shall have a discussion with affected employee(s) prior to any assignment changes.

Evaluation and observation for Educators with less than three (3) years of service to the collaborative will occur in both the in-person and remote learning environments. Observations may include the teacher and learning of in-person, synchronous, and asynchronous lessons, however during this period any observation and feedback for a lesson outside of an Educators licensure/certification shall not be used to downgrade his/her ratings. Observation timelines for Educators with less than three (3) years of service to the collaborative may need to be adjusted per DESE requirements and/or current conditions of the collaborative. The parties agree to meet to negotiate any such changes.

**11. VULNERABLE EMPLOYEES.** Members of the bargaining unit, and members with immediate family members, who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) may request an alternative work assignment. The Collaborative will assign employees into these positions in its discretion based on availability and needs of the Collaborative. A vulnerable employee not selected for an alternative work assignment may request a leave of absence for the duration of the 2020-2021 school year, and such requests shall not be unreasonably denied. The EMPLOYER agrees not to challenge a request for unemployment benefits filed by a vulnerable employee on a leave of absence. However, the Employer may answer accurately any request for information from the Massachusetts Department of Unemployment Assistance (DUA). If a vulnerable employee's initial request for benefits is initially denied by the DUA, the EMPLOYER agrees not to participate in the DUA appeals process for that employee. Requests for a leave of absence shall be subject to review by the EMPLOYER on a case-by-case basis.

**12. CHILDCARE.** Members of the bargaining unit who are unable to work due to child care issues and who are eligible for expanded Family and Medical Leave Act (FMLA) under the Cares Act shall at the employee's request be placed on FMLA and paid in accordance with the statute. The EMPLOYER agrees to provide information and guidance on accessing expanded Family and Medical Leave in accordance with the Cares Act.

**13. SOCIAL DISTANCING.**

- a. Bargaining unit employees are expected to follow three-foot to six-foot social distancing requirements. Whenever possible six-foot social distancing will be adhered to.
- b. The EMPLOYER may assign different entry doors to bargaining unit employees to minimize contact across workers and reduce congestion at entry points.
- c. Face masks are required to be worn at all times by employees when engaged in in-person learning with students.
- d. The EMPLOYER shall assign office equipment and technology, such as telephones and staplers, to bargaining unit employees to limit cross contamination.

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- e. The EMPLOYER may limit areas of the building or assign restrooms to employees to limit overcrowding.

### **14. HYGIENE AND CLEANING PROTOCOLS.**

- a. The EMPLOYER shall ensure access to handwashing facilities on site, including soap and running water, wherever possible and encourage frequent handwashing; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative.
- b. The EMPLOYER shall post visible signage throughout the site to remind workers of hygiene and safety protocols.
- c. Bargaining unit employees shall be provided with adequate time (outside of lunch breaks and planning time) to wipe down workspaces and surfaces during the workday and at the end of each day. The EMPLOYER recognizes that this time will be embedded into the workday.
- d. In the event of a positive case, the EMPLOYER shall perform a deep cleaning and disinfecting of the workplace in accordance with current CDC guidance. The Employer will adhere to DESE and DPH guidance when determining whether to close a program or the entire site. The Employer will immediately communicate information concerning potential exposure to affected staff.
- e. The parties will continue to meet and discuss health, safety, and cleaning concerns that may arise.

**15. BUILDING INSPECTIONS.** The EMPLOYER shall ensure that all PAC controlled facilities are inspected to certify proper ventilation, air quality, and other safety components are adequate. The EMPLOYER shall request copies of any reports regarding proper ventilation and air quality from entities from which PAC leases spaces. The EMPLOYER shall provide a copy of reports to the FEDERATION.

**16. MEETINGS.** The EMPLOYER will conduct all meetings using a virtual platform, and will provide staff with coverage, and a safe and confidential space for staff to participate.

**17. SELF-SCREENING.** Bargaining unit employees shall be responsible for self-screening and reporting whether they have COVID-19 symptoms to their Program Director or were in close contact with someone who tested positive. Bargaining unit employees shall not come into work if ill or if in close contact with someone who tested positive. In such cases, bargaining unit employees shall self-quarantine in accordance with the guidance from the CDC and DESE. The EMPLOYER may request employees to be tested at the EMPLOYER's expense. Bargaining unit employees will be expected to work-from-home, if possible, during these circumstances, unless they are unable to due to their health.

**18. TESTING/QUARANTINE.** Each staff member will fill out a self-attestation form developed by the EMPLOYER at the start of the school year. Thereafter by entering the building each day, a staff member will certify that they are not suffering from any COVID-19 symptoms. Outside visitors will be required to fill out a self-attestation form upon entering

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the building. Parents will be required to check symptoms of illness of students before coming to school using Collaborative procedures. The EMPLOYER will establish protocols to quarantine students and staff and to properly clean a building or classroom due to an illness or suspected illness in a building or classroom. The EMPLOYER agrees to provide an isolation area at each worksite for use by staff and students.

19. **NO HARM.** If bargaining unit employees are not required to work their full schedule, they shall suffer no economic harm during this period.
20. **PERSONAL PROTECTIVE EQUIPMENT.** The EMPLOYER shall provide at no cost to bargaining unit employees all personal protective equipment and safety precautions including but not limited to high quality masks, clear face shields, other protective equipment to assist with special education populations, alcohol based hand sanitizer, disinfectant wipes, gloves, sneeze guards/plexiglass, and hand soap.
21. **ENFORCEABILITY.** This agreement and the terms and conditions found herein can be enforced through the parties' grievance and arbitration procedures outlined in the collective bargaining agreement.
22. **NO PRACTICE OR PRECEDENT.** This agreement shall neither establish a practice nor set a precedent to any modified working condition herein. Furthermore, during the term of this agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits.
23. **DURATION.** This agreement shall be effective upon execution through and including June 30, 2021. If guidance is amended by DESE or there are regulatory changes by the Commonwealth of Massachusetts, the parties agree to meet and negotiate any changes to this agreement. This agreement may be extended beyond June 30, 2021 by mutual agreement of the parties in writing. All terms and conditions of employment in the collective bargaining agreement shall continue in full force and effect until the expiration of this agreement.

This Memorandum of Understanding is subject to ratification by the Federation and the PAC. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 31<sup>st</sup> day of August 2020.

**PILGRIM AREA COLLABORATIVE  
PROFESSIONAL STAFF ASSOCIATION  
LOCAL 6210, AMERICAN FEDERATION OF  
TEACHERS (AFT), AFT MASSACHUSETTS  
(AFL-CIO)**

**PILGRIM AREA COLLABORATIVE  
BOARD OF DIRECTORS**

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Julie Hommel, President

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Dympna Thomas, Executive Director