

9/29/20

**Gardner Education Association to Gardner School Committee: Memorandum of Agreement:
Reopening of Schools Remote Model**

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 Understanding (MOU) for remote learning.*

1. Unless explicitly outlined below, all provisions and terms of the Collective Bargaining Agreement (CBA) shall remain in full force and effect.
2. The District and the Union will negotiate all 3 models of learning; remote, hybrid, and full in-person. Under 150E, ALL working conditions are mandatory subjects of bargaining. The district will notify the GEA at least two weeks before a model change. If the district needs to move from a hybrid model to a remote model, or a full in person model to a remote model they may do so without advanced notice.
3. Work in Buildings:
 - a. In the event that administration determines that all students are unable to be in a building due to health and safety concerns, staff will work remotely.
 - b. Inspection and testing on all HVAC systems, as well air flow exchange rate testing, will be completed by an independent, licensed entity. Reports must be reviewed by the GEA and the facilities committee before staff return to work in buildings.
 - c. All testing must meet minimum DPH and ASHRAE standards, and all health and safety related protocols, policies, and materials must be completed and in place, according to the document sent by GEA entitled "GEA Definitions for Safe & Ready Schools and Requirements for Building Occupancy" before any staff or students return to buildings.
 - d. Phases of remote learning will have at least two weeks between each phase, or until it is deemed appropriate to start the hybrid model. Refer to the document entitled "Timeline Plan for Return of High Needs In the Remote Model."
4. Illness
 - a. Aside from outlined here, all rules regarding leaves in the Collective Bargaining Agreement (CBA) shall apply.
 - b. Any staff member who needs to quarantine due to exposure of COVID-19 will discuss with their administrator the possibility of working remotely. If they are unable to perform their duties at home, they will have access to The Families First Coronavirus Response Act, which pays 80 hours of sick time to the employee. This will be discussed and re-evaluated if the FFCRA expires.
 - c. Any staff member who needs to quarantine due to exposure at work will be placed on paid administrative leave for the duration of the quarantine.
 - d. The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.
5. Calendar
 - a. The District's previously agreed upon calendar shall remain in effect except for the following proposed changes: The first day for all staff will be 8/31/20. The first 10 days will be for Professional Development, preparation and training for a full remote return

to school. All training shall be done virtually, except for CPI training or another training that may need to be in person.

- b. The dates of the 4 Professional Development days for Unit A, 2 for paras and tutors, and 5 for RBTs scheduled during the school year shall be negotiated between both parties.

6. Staff Duties and Provisions--Unit A

- a. All staff will work their regular required hours as stated in the current CBA.
- b. All Unit A members will have 30 minutes of uninterrupted lunch per day.
- c. All Unit A members will have 60 minutes of uninterrupted preparation time per day.
- d. All Unit A members will refer to the building based plans, for remote learning, for Common Planning Time.
- e. All classroom and UA teachers will refer to the building based plans, for remote learning, for instructional responsibilities.
- f. All School Counselors, School Adjustment Counselors, and School Psychologists will refer to building based plans, for remote learning, for job responsibilities, as well as the Special Education Section of the Building-Based Plan document. All Special Education service providers and Special Education Teachers will follow the Special Education Section, for remote learning, at the end of the building based plans document.
- g. For all SLPs and OT:
 - i. Follow building based plans and the special education section at the end of the building-based plans.
 - ii. Caseloads will be divided through a collaborative process that considers all staff-district-wide. This process will include the service providers.
- h. For all special educators: GEA members shall not be required to provide compensatory services beyond their contracted hours of work per day. Outside providers will be hired or GEA members shall be compensated at an hourly rate.

7. Staff Duties and Provisions--Unit B

- a. The regular hours of work shall be determined by the School Administration.
- b. All Unit B members will have 30 minutes of uninterrupted lunch per day.
- c. All Unit B members will refer to the building based plans for remote learning, and to building administration for job responsibilities.
- d. All Unit B assignments will be emailed to all members on 9/4/20.
- e. Unit B Members Substituting During Remote Learning
 - i. If the member of the Unit B substitutes for a teacher, then that subbing member of the bargaining unit will receive his or her regular rate of pay plus twenty-five dollars (\$25) per half day. If a paraprofessional/tutor substitutes for a Registered Behavioral Technician, the paraprofessional/tutor shall receive his/her regular rate of pay plus fifteen-dollars (\$15.00) per day.
 - ii. Each principal will maintain a district list of substitutes as well as a list of members of the bargaining unit who are willing to serve as a substitute teacher and/or substitute Registered Behavioral Technician. The list of district substitutes shall be exhausted first, then the list of Unit B building volunteers. Only if both lists have been exhausted, may a paraprofessional/tutor/RBT be required to substitute in an emergency, in their regularly assigned building.

- iii. If a Unit B member is asked to substitute for a classroom teacher for more than 14 days, they will be paid a per diem rate equivalent to a teacher on step 1, lane 1 of the current CBA pay scale for Unit A.
- iv. Due to the concerns for the health and safety of students and all staff in the buildings, members of Unit B will not be required to substitute on a day to day basis in a building other than their regularly assigned building. In an emergency situation, the administration will first exhaust the list of district substitutes, then the list of volunteer unit B substitutes. If a substitute is required for (more than 5 consecutive days) for a Unit B member in a building other than their assigned school, the subbing staff will receive their rate of pay plus \$35 per day. If a substitute is required for more than five consecutive days for a teacher in a building other than their assigned school, the unit B member will receive their rate of pay plus \$85 per day. A notice of at least 24 hours will be given before being asked to substitute in a different building.
- v. Administration will keep a daily call log of substitutes called, and shared with the member being asked to substitute.
- f. Unit B Members' Additional Responsibilities
 - i. Staff members of unit B may be asked to participate in duties that have been traditionally assigned to Unit B members to support the operation of the school or classroom. (e.g. lunch duty, dismissal/arrival support, escorting students).
 - ii. Members of this unit may be asked to provide coverage for another position in the same unit, for no more than one hour, to facilitate PPE breaks. Breaks will be scheduled by the building administrator and incorporated into the schedule for the day.

8. Evaluation

- a. All staff will follow the evaluation procedure as outlined in the current CBA. For the 2020-2021 school year, all NPS teachers will be observed 2 times rather than 3. Timelines are attached to this MOU.

9. Technology

- a. All staff shall be provided by the District, at no cost to the employee, a device containing sufficient hardware and software to conduct all requirements.
- b. Staff who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot (can only be connected to district devices).
- c. The District shall determine the appropriate platforms for on-line instruction. Teachers shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, they will notify their principal.
- d. When a teacher's student is struggling with technology, s/he will do their best to provide support. In the event that the problem is beyond the teacher's capabilities:
 - i. Learning platform concerns will be directed to the designated trainers by the teacher.
 - ii. All other concerns need to be directed to the technology department.

10. Student Support Meetings

- a. In addition to instructional modifications, teachers are also required to attend mandatory special education, 504, and student support team meetings that will be scheduled during the school day. All meetings held during remote learning will be held virtually to the extent practicable.

11. Parent Engagement

- a. Parent Teacher conferences in November shall be conducted in a synchronous remote session via zoom or phone, at the discretion of the family.

12. Grading

- a. Staff will use PlusPortals as their electronic grading platform with the standard practices for each school grade.

13. This MOU is conditional upon the following terms:

- a. Should any Health and Safety conditions, as agreed upon and approved by GEA and district, not be met at any time for the duration of this MOU, affected staff members will be afforded a reasonable, safe alternative, (in the same building, in an unoccupied space, with adequate space and technology needed. Administration is responsible to find the space), or be able to perform their duties remotely and off school premises. (For example, if the HVAC in room 204 breaks, the affected teacher could teach from another, reasonable classroom. If there is no alternative, the teacher may teach remotely from home.)
- b. Health and Safety conditions, as agreed upon by the GEA and district, will be discussed at regularly scheduled Health and Safety Committee Meetings. The membership of said committee will include one GEA representative from each school. This committee will establish monitoring systems to ensure the health and safety conditions are being consistently met, discuss issues raised by membership, and create solutions to address new concerns.
- c. All repairs of the HVAC systems will be completed prior to staff or students entering the buildings.
- d. All HVAC systems will be monitored on a consistent basis, and all records maintained on this will be shared with the Safety Committee.
- e. The district will immediately rectify any and all issues that arise that jeopardize the health and safety of GEA members by meeting the standards set by governing authorities.

14. Unless modified as above, all the terms of the Collective Bargaining Agreement (CBA) between the parties shall remain in full force and effect.

10/27/20

**Gardner Education Association to Gardner School Committee: Memorandum of Understanding:
Reopening of Schools Hybrid Model**

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 Understanding (MOU) for hybrid learning.

1. Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect.
2. The District and the Union will negotiate all 3 models of learning: remote, hybrid, and full in-person. Under 150E, all working conditions are mandatory subjects of bargaining. The district will notify the GEA at least 10 days before a model change. If the district needs to move from a hybrid model to a remote model, or a full in person model to a remote model, they may do so without advanced notice.
3. Work in Buildings
 - a. Both Unit A and B staff will work in the buildings on Wednesdays, however can request to work remotely with approval from an administrator.
 - b. In the event that administration determines that all students are unable to be in a building due to health and safety concerns, staff will work remotely.
 - c. Inspection and testing on all HVAC systems, as well as air flow exchange rate testing, will be completed by an independent, licensed entity. Reports must be reviewed by the GEA and facilities committee.
 - i. Dampers will be open the maximum percentage that indoor and outdoor conditions allow and at least the minimum percentage for safety according to ASHRAE standards.
 - ii. Portable air cleaners with HEPA filters will be placed in every occupied space. Filters will be replaced according to manufacturer's specifications.
 - iii. All testing must meet minimum DPH and ASHRAE standards, and all health and safety related protocols, policies, and materials must be completed and in place, according to the document sent by GEA entitled "GEA Definitions for Safe & Ready Schools and Requirements for Building Occupancy" before any staff or students return to buildings.
 - d. Face-to-face services shall not be required to be provided off of school grounds. Any tutoring or home school services shall take place after school for the current rate in the CBA.
 - e. No more than 3 hours of synchronous instruction at the secondary level and no more than 2 hours of synchronous instruction at the elementary level will be required of teachers on Wednesdays. Refer to building based plans for Wednesday schedules.
4. Illness
 - a. Aside from outlined here, all rules regarding leaves in the CBA shall apply.

- b. Any staff member who needs to quarantine due to exposure of COVID-19 will discuss with their administrator the possibility of working remotely. If they are unable to perform their duties at home, they will have access to the Families First Coronavirus Response Act, which pays 80 hours of sick time to the employee. This will be discussed and reevaluated if the FFCRA expires.
- c. Any staff member who needs to quarantine due to exposure at work will be placed on paid administrative leave for the duration of the quarantine.
- d. The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the CBA.

5. Member Privacy

- a. The District acknowledges the difficult circumstances presented with COVID-19 to teaching instruction, including issues with live streaming, recorded lessons, and video communication.
- b. The District will notify parents that the District will enforce rules around protecting the privacy of staff members with respect to live streaming, recordings, or video lessons with the District Acceptable Use of Technology Agreement.
- c. The District will ensure all FERPA regulations and that they are followed in such a way that also protects student and staff privacy.
- d. The District will not permit the use of any stream, video, recorded lesson, or recorded stream created by an individual staff member; by any other teacher, group of teachers, substitute teachers, administrators, other District staff, or any outside entity or vendor, unless needed as substitute plans for that teacher.

6. Staff Duties and Provisions--Unit A

- a. Unit A staff will work under their primary licensure according to the mutually agreed upon schedules in the building based plans.
- b. The GEA and the District acknowledge that, after exhausting all other options, Unit A staff may be required to serve as a co-teacher/substitute due to low staffing levels that may arise due to teaching under the hybrid model.
- c. If a Unit A staff member is required to serve as a co-teacher/substitute outside of their primary licensure for their hired position, they will not be responsible for their regular teaching duties.
- d. Unit A staff will refer to the building based plans for hybrid learning for instructional responsibilities.
- e. Unit A staff will work their regular required hours as stated in the current CBA.
- f. Unit A staff will have 30 minutes of duty free lunch/break, with a minimum of 20 minutes between 11:00am and 1:30pm, per day.
- g. Unit A staff will have 60 minutes of uninterrupted preparation time per day.
- h. For all SLPs and OTs: Caseloads will be divided through a collaborative process that considers all staff district-wide. This process will include service providers.
- i. For all special educators: GEA members shall not be required to provide compensatory services beyond their contracted hours of work per day. Outside providers will be hired or GEA members shall be compensated at an hourly rate.
- j. Subseparate staff who will be with students longer than other staff will be compensated at a rate of \$50/day for up to four days a week. Wages unpaid will be retroactive.
- k. Compensation for Special Education Staff

- i. Direct scheduled services (occupational therapy, special education, and speech language pathologists) that have been approved in advance by a special education administrator will be compensated at a rate of \$50/hour for providing direct services during uninterrupted preparation/common planning time that has been scheduled in the building based plans.
- ii. Compensation will only be provided during the COVID-19 period when all students are not in the building for normal school hours. Services that have been identified for compensation include those in a student's current IRP or in the Covid-Compensatory Service (CCS) plan as identified by the special education TEAM. Compensation should not exceed one hour per day, four days per week with approval of the building special education administrator.

7. Staff Duties and Provisions-Unit B

- a. The regular hours of work shall be determined by the School Administration.
- b. Unit B members will have 30 minutes of uninterrupted lunch, between 11:00am and 1:30pm, per day.
- c. Unit B Members Substituting During Hybrid Learning
 - i. If a member of Unit B substitutes for a teacher, then that subbing member of the bargaining unit will receive his or her regular rate of pay plus twenty-five dollars (\$25) per half day. If a paraprofessional/tutor substitutes for a Registered Behavioral Technician, the paraprofessional/tutor shall receive his or her regular rate of pay plus fifteen dollars (\$15) per half day.
 - ii. Each principal will maintain a district list of substitutes as well as a list of members of the bargaining unit who are willing to serve as a substitute teacher and/or substitute Registered Behavioral Technician. The list of district substitutes shall be exhausted first, then the list of Unit B building volunteers. Only if both lists have been exhausted, may a paraprofessional/tutor/RBT be required to substitute in an emergency, in their regularly assigned building.
 - iii. If a Unit B member is asked to substitute for a classroom teacher for more than 14 days, they will be paid a per diem rate equivalent to a teacher on Step 1, Lane 1 of the current CBA pay scale for Unit A.
 - iv. Due to the concerns for the health and safety of students and all staff in buildings, members of Unit B will not be required to substitute on a day to day basis in a building other than their regularly assigned building. In an emergency situation, the administration will first exhaust the list of district substitutes, then the list of volunteer Unit B substitutes. If a substitute is required for more than 5 consecutive days for a Unit B member in a building other than their assigned school, the subbing staff will receive his or her regular rate of pay plus thirty-five dollars (\$35) per day. If a substitute is required for more than 5 consecutive days for a teacher in a building other than their assigned school, the subbing staff will receive his or her regular rate of pay plus eighty-five dollars (\$85) per day. A notice of at least 24 hours will be given before being asked to substitute in a different building.
 - v. Administration will keep a daily call log of substitutes called, and share with the member being asked to substitute.
- d. Unit B Members' Additional Responsibilities

- i. Staff members of Unit B may be asked to participate in duties that have been traditionally assigned to Unit B members to support the operation of the school or classroom (e.g. lunch duty, dismissal/arrival support, escorting students).
- ii. Members of this unit may be asked to provide coverage for another position in the same unit, for no more than one hour, to facilitate PPE breaks. Breaks will be scheduled by the building administrator and incorporated into the schedule for the day.

8. Evaluation

- a. All staff will follow the evaluation procedure as outlined in the current CBA. For the 2020-2021 school year, all NPS teachers will be observed 2 times. Timelines are attached to this MOU.
- b. Evaluations will be based on the totality of a teacher's performance according to the Evaluation System and not on distance learning issues out of the teacher's control.
- c. Teachers will be evaluated based on teaching in their certified area only.

9. Technology

- a. All staff shall be provided by the District, at no cost to the employee, a device containing sufficient hardware and software to conduct all requirements.
- b. Staff who need to work from home and do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot (can only be connected to district devices).
- c. The District shall determine the appropriate platforms for online instruction. Teachers shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the online instruction with another platform, they will notify their principal.
- d. When a teacher's student is struggling with technology, s/he will do their best to provide support. In the event that the problem is beyond a teacher's capabilities:
 - i. Learning platform concerns will be directed to the designated trainers by the teacher.
 - ii. All other concerns will be directed to the technology department.

10. Student Support Meetings

- a. In addition to instructional modifications, teachers are also required to attend mandatory special education, 504, and student support team meetings that will be scheduled during the school day. All meetings will be held virtually to the extent practicable.

11. Parent Engagement

- a. Parent-Teacher conferences in November shall be conducted in a synchronous remote session via Zoom or phone, at the discretion of the family.

12. Grading

- a. Staff will use PlusPortals as their electronic grading platform with the standard practices for each school grade.

13. School Closures

- a. When a weather or facilities related school closure is necessary, staff will work from home according to the hybrid schedule for that day. Subseparate staff will follow the Wednesday remote schedule for their building.
- b. Staff members requiring additional technology needs to work from home will work with their building principal to address this, on a case by case basis.
- c. The Pre-K Team will develop a schedule for closures that addresses the needs of students on IEPs.

14. This MOU is conditional upon the following terms:

- a. Should any Health and Safety conditions, as agreed upon and approved by GEA and the District, not be met at any time for the duration of this MOU, affected staff members will be afforded a reasonable, safe alternative (in the same building, in an unoccupied space, with adequate space and technology needed; administration is responsible to find the space), or be able to perform their duties remotely and off school premises. For example, if the HVAC in room 204 breaks, the affected staff member could work in another, reasonable classroom. If there is no alternative, the affected staff member may work remotely from home.
- b. Health and Safety conditions, as agreed upon by the GEA and the District, will be discussed at regularly scheduled District Safety Committee meetings. The membership of said committee will include one GEA representative from each school. This committee will establish monitoring systems to ensure the health and safety conditions are being consistently met, discuss issues raised by membership, and create solutions to address new concerns.
- c. All repairs of the HVAC systems will be completed prior to staff or students entering the buildings.
- d. All HVAC systems will be monitored on a consistent basis, and all records maintained on this will be shared with the District Safety Committee.
- e. The district will immediately rectify any and all issues that arise that jeopardize the health and safety of GEA members by meeting the standards set by governing authorities.

For the GEA: Name/Date

For the School Committee: Name/Date
