

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
FALL RIVER EDUCATORS ASSOCIATION  
AND THE  
FALL RIVER SCHOOL COMMITTEE  
COVID-19 SCHOOL CLOSURE**

**WHEREAS**, the Fall River Educators Association (“the FREA”) and the Fall River School Committee (“the School Committee”) are parties to a Collective Bargaining Agreement that is effective from July 1, 2017 – June 30, 2020 (“the Contract”);

**WHEREAS**, on Thursday, March 12, 2020, acting pursuant to Sections 7, 8 and 8A of Chapter 639 of the Acts of 1950, the Governor of the Commonwealth of Massachusetts issued an Order Suspending Certain Provisions of the Open Meeting Law, Chapter 30A, Section 20 of the General Laws (“the Open Meeting Law Order”);

**WHEREAS**, on Sunday, March 15, 2020, acting pursuant to Sections 7, 8 and 8A of Chapter 639 of the Acts of 1950, the Governor of the Commonwealth of Massachusetts issued an Order Temporarily Closing All Public and Private Elementary and Secondary Schools (“the School Closure Order”) from the end of the school day on Monday, March 16, 2020 until the start of the school day on Monday, April 6, 2020 and then on Wednesday, March 25, 2020, extended said order through the start of the school day on Monday, May 4, 2020 (“the closure period”);

**WHEREAS**, in view of the School Closure Order, representatives of the FREA and the School Committee have discussed the terms and conditions of employment of FREA Members during the closure period;

**WHEREAS**, during this unprecedented and ever-changing time, the District and FREA share the mutually beneficial goal of working cooperatively to support all students and staff and keep us connected to the school community. We intend to engage students as much as possible and make available the necessary resources to students, families, and staff to do so;

**WHEREAS**, the parties wish to preserve the health and welfare of students, employees and community members, the Fall River Educators Association (FREA) and the Fall River School Committee (District) agree that the following protocols and procedures will apply to all employees of the FREA by entering into this Memorandum of Agreement (MOA);

**NOW, THEREFORE**, having bargained collectively pursuant to Chapter 150E of the General Laws, the FREA and the School Committee agree to the following terms and conditions all of which are effective as of March 17, 2020:

1. During the closure period employees shall receive full pay and benefits in accordance with the contract and shall have no loss of accumulated leave. In addition, those serving in stipend roles (e.g., mentors, club advisors, and teacher-leaders) will continue their activities to the extent possible and receive their stipends as scheduled.

2. During the period originally scheduled as April Spring Recess (April 20-24), all employees unable to report to work due to a previously scheduled commitment that was made prior to March 17, 2020 shall have the right to request the Superintendent to grant paid leave without such leave being deducted from the employee's accumulated sick or personal leave. The Superintendent shall examine the request and shall decide, on a case by case basis whether to grant this paid leave upon consultation with the employee and Association representation.

3. For the length of the closure, an employee diagnosed with coronavirus may continue to work as outlined in this MOA. If unable to work, the employee shall report this to the Superintendent and be placed on paid administrative leave for an amount of time determined by their health care provider.

4. No employee's evaluation shall be negatively impacted during the closure period. Additionally, employees who are on a performance improvement plan will have all improvement plan timelines extended for a period of time equal to the length of the closure period. All Evaluation Procedure timelines shall be held in abeyance during the term of this Agreement. Closure period time shall count for the progression of educators towards obtaining Professional Teacher Status (PTS). Notwithstanding the above, the Superintendent of Schools retains any and all contractual and legal rights that he may have concerning discipline, dismissal and non-renewal of educators during the closure period. Educators shall similarly retain any and all rights that they may have under the Contract, the Evaluation Procedure and the applicable law. The parties further agree as follows:

1. A non-renewal decision shall be based on information obtained prior to the closure period.
2. Provided that the Evaluation Procedure was followed through the onset of the closure period (i.e. March 17, 2020) on an individual basis, the Parties agree that the District shall be deemed to have complied with any and all procedural and substantive contract requirements for evaluating non-PTS staff for the 2019-2020 school year.
3. Further, provided that the Evaluation Procedure was followed through the onset of the closure period (i.e. March 17, 2020) on an individual basis, the

Parties agree that the District shall be deemed to have complied with any and all procedural and substantive contract requirements for evaluating PTS staff for the 2019-2020 school year.

4. On a voluntary basis, Educators may submit evidence from the pre-closure period to be included in the 2019 – 2020 evaluation by May 8, 2020.

In the event that DESE issues guidance concerning the non-renewal of non-PTS educators, the dismissal of PTS educators and/or the Evaluation Procedure, the parties agree to meet in order to consider such guidance.

#### 5. Nurse Assignments

A. Nurse hours may include voluntary assignments related to school nursing as well as trainings and tasks to assist the City of Fall River Board of Health with family/community outreach. All assignments/duties will be assigned and monitored by the Director of Nursing.

B. Should the District request the services of FREA School Nurses during regular work hours and the Superintendent recalls them for this purpose, the nurses shall report on a voluntary basis and will be awarded comp time equal to the number of hours worked.

6. The District will continue to make resources available to students through its Continuity of Learning Plan (CLP). In keeping with DESE guidance, students should spend no more than half of each regularly scheduled school day on a combination of self-directed learning and teacher engagement.

Educators will support and engage students and families with the CLP as outlined in Appendix A. The District will issue guidance on acceptable technology platforms to do so. While educators will not be required to introduce new curriculum on top of the CLP, they will retain the autonomy to provide additional enrichment learning opportunities to keep students as meaningfully engaged as possible until schools reopen.

Educators will be expected to do the following:

- a. Remain available remotely during normal work hours to the extent possible.
- b. Work 16 hours per week on responsibilities outlined in Appendix A, in a flexible teacher-established schedule.
- c. ELT educators will work additional time as follows:
  - i. 90 minute per day ELT model - 1½ hours (90 minutes) per week.
  - ii. 60 minute per day ELT model- 1 hour (60 minutes) per week.

- iii. ELT models less than 60 minutes per day - 45 minutes per week.
  - iv. Time should be dedicated to planning and implementation of enrichment activities.
- d. The District shall make all reasonable efforts to ensure that educator workload and responsibilities are uniform across the district.

7. A task force that consists of up to 20 FREA members will continue to meet, as necessary, to review the plan for engaging and supporting students. FREA members will receive an honorarium of \$650 dollars for work that took place through April 9th. Future honorariums will be comparable to the amount of weeks the work extends. The task force could reconvene to consider adjustments to Appendix A based upon employer and employee feedback and changed circumstances including, but not limited to, those relating to guidance from federal and state agencies as well as legislative initiatives undertaken by federal and state lawmakers. Any changes to Appendix A will be subject to the approval of the FREA executive board. The district reserves the right to continue the work of the committee for an additional honorarium.

8. The confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during the closure period cannot be guaranteed. In the event IEP meetings, or other meetings which trigger privacy issues are conducted during the closure period, the District shall assume any and all liability for student privacy violations which may occur, including FERPA.

9. As a result of the Open Meeting Law Order, nearly all public meetings for an extended period are going to be either closed to the public or virtual in some manner. In view of this, the Superintendent agrees to provide the Association President with notification of any and all School Committee Meetings as soon as such notice is posted.

10. The terms of this MOA shall not constitute a past practice or precedent.

11. This MOA will stay in full force and effect through the end of the school closure period or June 22, 2020, whichever is earlier. It will not be modified or extended unless by mutual agreement.

**For the Fall River Educators Association:**

**Date:**

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Rebecca Cusick, President

**For the Fall River School Committee:**

**Date:**

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Bruce A. Assad, Legal Counsel

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Matthew H. Malone, Ph.D., Superintendent of Schools

## **Appendix A**

### **Student and Family Engagement Hours (Office Hours):**

**Goal and Purpose** - To establish connections with students and families in order to support social emotional needs and to reinforce and deepen previously taught academic skills, while students are engaged in remote learning at home. Enrichment activities and lessons may also be made available.

**Expectation for staff**- Educators will focus on the holistic needs of students by reaching out, and responding to, students and families using the work expectations below.

### **Educators Shall**

- Communicate with Principal/Supervisor when scheduling conflicts arise (sick days)
- Share “office hours” with principal or on Google calendar
- Utilize Appendix B (non- Special Educators/service providers) or Appendix C (for Special Educators and service providers) and share as requested.
- Check emails twice per work day and when necessary respond within 24 hours.
- Seek technology assistance as needed
- Be required to participate in no more than two weekly school- based meetings (Faculty, PLC, Cluster Meetings), with notice of meetings given within 48 hours.
- Report to administration students who have not responded to attempted engagement on a weekly basis via Appendix B or C.

### **Student/Family Engagement Work:**

- Be available to answer questions from parents and students
- Direct support to parents and students
- Determine if families need anything
- Morning Meeting (norms and expectations should be set)
- School-based outreach efforts
- Create engagement opportunities (videos, etc.) to support student independent learning
- Provide feedback to students and parents

### **PD Work:**

- Participate with grade level teams in PLCs and/or Cluster Meetings
- Work with colleagues on ways to outreach to families
- Plan enrichment lessons/activities

- Complete IEP progress notes, ESL progress notes
- Grade work as needed
- Compile evidence for evaluation etc.
- Participate in school- based PD/Faculty Meeting
- PD offerings from the district - TBD
- PD offerings specific to schools (i.e. Responsive Classroom support, Book study, UDL)
- Setting up Google Classrooms
- Webinars
- Technology PD
- Book Study
- Work on other professional responsibilities

### **Approved Methods of Communication:**

- Remind App, Google Hangout, Google Meet, Google Voice, Zoom, Class Dojo, SeeSaw
- Letters and assignments mailed home to families using school address as the return address
- FRPS Email to students and families (send and respond)
- Phone Calls (no text messages using personal phone #)

### **ROLES**

The above work descriptions apply to *all* educators, but the work may vary based on roles.

**Sped teachers:** Provide support to classroom teachers with adaptations or modifications to packet work to be discussed at PLT. Connect with colleagues to check-in on students. Offer direct support to families. Work on IEPs as needed. Documenting all contact with families and services with students and families (Google classroom, Video chats, lessons etc.)

### **ETCs:**

- Hold virtual or conference call meetings for students 1-2 per day (Annuals and Re-evaluations)
  - Training and guidance will be provided on this
- Review and edit IEP's written for annual reviews by teachers
- Participate in PD as needed.
- Complete all special education paperwork as needed.
- Communicate w/ assigned clerk as needed

**ESL Teachers:** Support classroom teachers in making adaptations and/or modifications to student work. Connect with colleagues to check-in on students. Offer direct support to families. Complete paperwork as needed.

**Specialists:**

K-5 Specialists see upwards of 600 students. Specialists may plan in collaboration with a grade level or with classroom teachers to check in and support work.

Example: An art teacher pairs up with a grade 1 team. They plan (during PD) the project work for students (could be reading/comprehension and then an illustration of a particular scene from the packet/book). During office hours, the art and classroom teachers could "co-zoom or call" with kids to work or support the learning.

\*\*\*This shifts the work from being planned in content specific "silos" to aligning art/ELA/SS for example.

**Academic coaches:** Work with building level leaders to support teachers with appropriate PD, plan for and facilitate grade level PLCs, be available to answer questions from teachers and interventionists, collaborate with other coaches.

**Interventionists:** Work with colleagues to support specific groups of students needing additional support. Support teachers in grade level PLTs and assist with PD opportunities.

**BCBA's:** 1. Provide leadership to the ASD program (i.e.g teachers, paraprofessionals, students and families) by multiple means. 2. Maintain consultations with teachers as written in students' IEPs. Consultations may be through emails, phone, video. Consultations may include, but are not limited to contributions to draft IEPs, discussion of students' accommodations, dissemination of best practices of ABA philosophy and strategies, reviewing behavior support plans with staff for relevant information, supporting use of TeachTown, providing resources and supports and visual materials, and help with problem-solving. 3. Maintain parent consultations as written in students' IEPs. These consultations may include a check-in for access to materials, problem-solving in regards to access to school materials, and assistance with student behavior around school-related concerns. 4. Observation of students and classrooms will continue via invitations to teachers' video classrooms, if available. BCBA's to attend a sample of classes in this format. 5. BCBA's will continue bi-weekly BCBA meetings. 6. BCBA's will continue to provide professional development to staff in the same capacity (e.g. Ongoing supervision relationships with RBTs or BCBA candidates, and other PD for staff as directed by FRPS administration) Additional: If a draft IEP is written, BCBA's will create the DTT programming, if DTT is warranted, for future use. We will not be able to write FBAs, new behavior plans or update old ones during this time.

**Behavior Therapists:** Providing check-in and consults for parents and students on a regular basis. Maintain consultations with teachers, and parents as written in students' IEPs. Consultations may be through emails, phone, video. Collaborate with Team members to support the development of draft IEPs. These consultations may include a check-in for access to materials, problem-solving in regards to access to school materials, and assistance with student behavior around school-related concerns. Utilize curriculum taught in Socials Skills classes and help the child and parent adjust to social distancing.

Collaborate with building administrators and teachers to support families and students during the closure period.

**Nurses:** Work under the direction of Karen Long, Nursing Supervisor.

**OT-PT-Speech and all Therapy Assistants:**

Related Service providers (Speech, OT, PT)

- Provide individual services for students at assigned schools
- Create schedule for services to be shared with Special Education supervisor for individual schools
- Complete telehealth PD
- Participate in team meetings as needed
- Complete all Medicaid related paperwork and PD.

**SAMs:** Support school office with various needs

**Attendance Officers:** Develop in-house attendance manual, work with direction of Dr. Dargon. Support the work and the needs of the juvenile court.

