

Revised MARCH 29, 2021

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FALL RIVER SCHOOL COMMITTEE
AND
THE FALL RIVER EDUCATORS ASSOCIATION**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Fall River School Committee (hereinafter the "Committee") and the Fall River Educators' Association—Unit A, Unit B, and Unit C (hereinafter the "Association") and collectively referred to as “the Parties”.

WHEREAS, the Committee and the Association have entered into Collective Bargaining agreements with Units A, B, and C for the periods of September 1, 2017 through August 31, 2020; and

WHEREAS, on June 25, 2020 the Department of Elementary and Secondary Education (DESE) issued guidance requiring school districts to develop a plan each for Remote Learning, In Person Instruction, and a “Hybrid” model for the forthcoming 2020-2021 school year with the understanding that throughout the year the District might need to transition between models based on changes in local public health metrics; and

WHEREAS, the ongoing COVID-19 pandemic has given rise to a host of unprecedented challenges to safety of students and staff necessitating changes to pedagogical practice as well as District operations; and

WHEREAS, the parties anticipate further guidance from DESE and other regulatory bodies that will cover matters which may require further negotiations;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreements for the period September 1, 2017 through and including August 31, 2021 shall continue in full force and effect, except as modified by this **MEMORANDUM OF AGREEMENT**.
2. This agreement shall not be modified except for in writing and by mutual agreement and consent of both parties.
3. The parties recognize that these are unusual circumstances and an evolving situation. Therefore, this agreement shall not be used as evidence of precedent or past practice.
4. This agreement shall sunset at the conclusion of the 2020-2021 School year.

SCHOOL CALENDAR AND PROFESSIONAL DEVELOPMENT

5. The DESE has approved a 170-day 2020-2021 school year so that the district and its employees may prepare for multiple scenarios and learning methods. Therefore, the start of the school year for students shall be September 16, 2020. The revised school calendar is attached hereto as Appendix A.

6. The District shall develop a schedule/calendar for the nine (9) days prior to the start of the student school year which shall be reserved for:

- professional development on the use of technology and learning platforms
- the planning of remote and hybrid learning
- adaptation of curriculum
- training on school/role specific safety protocols and procedures
- the proper use of all personal protective equipment (PPE)
- parental outreach (individual, group, and PSA)
- department meetings
- acceptable use policy for synchronous learning

Educators shall have at least ninety (90) minutes of independent planning time per day.

During this time, classes will not be held.

7. In preparation for transitioning to in person learning, March 24 shall be used as a professional development planning day for members, and a distance learning day for students. Teachers shall deliver live instruction for advisory/morning meeting/Durfee 360 and provide asynchronous assignments to students for the remainder of the school day.

A. 50% of the day shall be administration directed and 50% shall be teacher directed.

8. The four (4) partial release days in the Collective Bargaining Agreement shall be eliminated for the 2020-2021 school year.

WORK YEAR/WORKLOAD

9. The work year for FREA members shall consist of the same number of days as specified in the Collective Bargaining Agreements.

10. The workday (hours) shall remain the same as specified in the Collective Bargaining Agreements, including lunch and prep time.

11. No member will be required to work an amount in excess of that which they would during normal school operation.

12. In the case of the Governor of Massachusetts officially shutting down schools in the Commonwealth (aka school closure) and/or Massachusetts moves back to Phase I of pandemic operations, our school buildings will be closed, we move to full remote learning for all students, and faculty/staff will work from home (note: essential operational employees will move to essential operations).

If the Superintendent of Schools determines the district must move to a fully remote learning posture, students will learn from home and employees, faculty, and staff will report to their workplace and conduct remote learning operations from their assigned school site. The District will provide remote learning pods for school-aged children of all FREA members.

If staffing levels are not sufficient for operating in a safe and socially distant manner, as determined by the superintendent or the school committee, school will be conducted remotely. In the event the district or an individual school must temporarily close due to high COVID numbers in the school, staff will be permitted to work from home until such time as a return is deemed safe.

In the event of inclement weather (aka “snow days”), the Superintendent will make a determination to conduct school as normal, to have a 2-hour delayed opening, or to close school and move to fully remote learning for all students and staff. In the event of closing school for this purpose, on those days, the school days will shift to a 9-2 schedule, following the regular schedule for the day, with instructional periods reduced proportionally. For 20/21, BOE DESE has allowed for remote learning days to be used on inclement weather days and counted towards the minimum number of total school days.

If the Superintendent closes schools for any other emergency or safety reason not included above, faculty/staff will not report to their work sites and will work remotely from their homes.

In each of these fully-remote scenarios, school-based schedules will remain the same, and teaching and learning periods will be a combination of synchronous and asynchronous teaching.

13. All meetings will be held in a socially distant manner compliant with safety protocols. Small group meetings (PLCs, etc.) may be held in person but larger meetings will be virtual if unable to meet within safety guidelines. If a member has an extenuating medical condition(s), they should consult with their direct supervisor and will not be forced to attend a meeting in-person if they feel unsafe.

14. The preferred method for special education meetings will be virtual. If meetings need to be held in-person, social distancing and safety protocols shall be followed.

15. Open house/parent/community events shall be held virtually.

16. Any material changes to working conditions shall be negotiated between the Parties.

COHORTS/CASELOAD/SCHEDULE

17.

FRPS Tentative Timeline for Welcoming Students Back to School for Full-Time, In-Person Learning Five Days Each Week*		
	Grades PK-5 (and K-8 schools)	Grades 6 - 12
Week of March 29	Cohorts ACD will return for 5 days of full-time, in-person instruction	Continue operations in the full hybrid model (Cohorts A&C), including 5 days of full-time, in-person instruction
Week of April 5	Cohorts ABCD return for 5 days of full-time, in person instruction	Continue operations in the full hybrid model (Cohorts A&D), including 5 days of full-time, in-person instruction
Week of April 12	Five days of full-time, in-person instruction continues	Cohorts ACD will return for 5 days of full-time, in-person instruction
Week of April 19	<i>School Vacation Week</i>	
Week of April 26	Five days of full-time, in-person instruction continues	Cohorts ABCD return for 5 days of full-time, in person instruction

18. At all levels, teacher caseloads **and class sizes** will not exceed current contractual levels. Curriculum will align across all cohorts to the extent possible.

19. **Special Education or MLL Students who opt for full-remote learning shall be educated by a licensed Special Educator or EL Educator to the extent possible.**

20. Unified arts teachers will not be responsible for students not assigned to their roster. If this is not possible and a teacher is required to provide asynchronous work for a class that meets during one of their assigned teaching periods, another non-duty period will be assigned to the teacher. Alternately, in this situation the teacher may voluntarily elect to be compensated at the hourly rate.

21. February 22nd we will begin a transition towards simultaneous instruction.

Beginning March 1, 2021, in accordance with DESE regulations for Student Time on Learning CMR603.27, educators shall provide live instruction to remote students as follows:

Level	Live Instruction
Buildings following an Elementary Schedule (K-5)	<p>Students will receive at least one hour per day of live instruction in addition to Morning Meeting.</p> <p>Simultaneous instruction for Unified Arts shall be encouraged but not required.</p> <p>Unified Arts teachers that elect to teach simultaneously shall be entitled to receive the outlined stipend in #22.</p>
Secondary (6-8)	<p>Students will receive at least 15 minutes per class period per day of live instruction, encouraged but not required for Unified Arts.</p> <p>Simultaneous instruction for Unified Arts shall be encouraged but not required.</p> <p>Unified Arts teachers that elect to teach simultaneously shall be entitled to receive the outlined stipend in #23.</p>

Beginning on April 26th the at the Secondary 9-12 level, instruction will occur as follows:

<p>Secondary (9-12)</p>	<p>Unified Arts teachers shall be encouraged to teach simultaneously to the extent possible.</p> <p>Secondary Level Educators who teach simultaneously shall provide live instruction for the duration of the class period.</p> <p>For each class where simultaneous instruction occurs, educators shall receive an honorarium of \$25 per week. This shall include co-teachers in official co-taught classes.</p>
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Live instruction may include simultaneous instruction, which is defined as instruction being delivered to students by an educator in real time, to students in-person and remotely through the use of technology.

Live instruction time will be scheduled by the teacher in collaboration with their supervisor.

In support of additional live instruction, educators will be provided with professional development on topics that include but are not limited to: live instruction strategies and tools and using new technology (hardware and software).

The district will also provide, to the extent possible, additional technology for Educators to meet the demands of live simultaneous instruction.

22. [Elementary] For students who elect into the fully remote model, remote instruction may be provided by the live streaming of in-person instruction, and not by a teacher of only fully remote students.

- For each class a K-5 educator is providing simultaneous instruction to in-person and remote students they shall receive an honorarium of \$25 per class per week. For elementary educators ELA and Math shall count as 2 classes. This shall include co-teachers in official co-taught classes. Unified arts educators that apply for this stipend shall be capped at \$50.**

Specialists:

- Specialists at the elementary level shall teach a normal schedule that includes all students.
- Specialists will have the option to upload lessons from Pearson Connex to support students who opt for remote learning.
- No classes shall exceed the contractual agreement outlined in the CBA in any specialists classrooms.

23. At the secondary level, instruction for fully remote students will be delivered by an appropriately licensed FRPS educator, separate from **in-person** instructors, to the extent possible. If there is a need for a special accommodation, this issue will be resolved collaboratively with the teacher and the building principal under the following parameters:
- Educators teaching a remote section in their content in collaboration with instructional leads, building leadership, and instructional support staff will determine how they will use Edgenuity as a resource for instruction.
 - A fully remote course shall count as a unique prep.
 - In grades nine (9) through twelve (12), teacher workload shall not exceed three (3) preps.
 - In grades six (6) through eight (8), teacher workload should be no more than three (3) preps, but shall not exceed four (4) preps.
 - For every class/prep above the negotiated workload that a teacher chooses to accept, the teacher shall be paid for assuming an extra class. Pay shall be at the agreed upon contractual hourly rate.
 - **For each class a 6-12~~8~~ educator is providing simultaneous instruction to in-person and remote students they shall receive an honorarium of \$25 per week. This shall include co-teachers in official co-taught classes. The total honorarium shall not exceed \$100.**

24. In place of Wednesday planning time, in accordance with Article 5.G.1. of the CBA, Faculty and Department Meetings in May and June shall be used at the member's discretion while remaining on site. Supervisors shall determine one PLC period from each month to be used at the member's discretion.

25. The acceptable district online learning platform will be under the Google Suite products. Technology problem solving procedures will be shared with staff.

GRADING/ASSESSMENT/CURRICULUM EXPECTATIONS

26. All grading will be done following normal grading procedures and in a timely fashion.

27. Modifications to curriculum maps will reflect 170 instructional days and will be communicated to staff members.

28. Wellness checks will be consistent for all students regardless of cohort via Responsive Classroom and Advisory.

REMOTE LEARNING AND INSTRUCTION

29. The District shall institute a Code of Conduct by which all students will be required to abide while engaged in remote learning. The District will collaborate with the FREA on creating a list of common expectations.

All educators will review these expectations with students:

- a. Students will not use cellphones during synchronous sessions.
- b. To the extent possible, student cameras must be enabled. If it is not possible, students will have an appropriate still image headshot of themselves to post in their “window” during sessions.
- c. Students will not utilize distracting backgrounds. A blank background or the environment in which the student is engaged in Remote Learning is acceptable.
- d. First and last names will be used by students when labeling their “window.”
- e. Comments and responses will be provided verbally, unless otherwise provided for by the teacher.
- f. Students will be attentive to synchronous lessons, just as when school is in normal session. The student’s face should be visible in their “window” during sessions.
- g. Student attendance will be required at all sessions, and attendance will be taken with advance notice being provided for absences to the extent possible.
- h. Student dress code will be appropriate, aligned with District Code of Conduct.
- i. The District will collaborate with the FREA on expectations regarding student/ staff privacy issues, to submit to the School Committee, as an addendum to the District’s Acceptable Use Policy.

A student’s failure to comply will be addressed through progressive discipline.

30. Educators working remotely from home shall be required to work the same schedules as building-based educators, have adequate internet connection and appropriate teaching materials, have a private work space in order to hold live instruction, have the ability for their direct supervisor to drop in to live sessions, and attend school functions, professional development sessions, and staff meetings.

SPECIAL EDUCATION AND RELATED SERVICES

31. Special education paraprofessionals shall not be pulled from their assigned classrooms to the extent possible.

32. Special educators and service providers assigned to populations requiring physical assistance will be offered specialized training and appropriate PPE aligned with guidelines and protocols released by the Special Education Department.

HEALTH AND SAFETY

33. No member will incur any out of pocket expense for any reasonable item needed to ensure safety precautions or to adapt to changes which must be made as a result of the pandemic.

34. Members will not be required to clean or disinfect classrooms or other facilities or perform custodial duties; however, upon request, surface cleaners and/or disinfectants (i.e. wipes, sprays, etc.) will be available for staff to use throughout the day, preferably when students are not in the classroom, to disinfect high use surface and high-touch areas.

35. All members of the District Learning Community will maintain social distances based on the most recent DESE/DPH guidelines and any updates or amendments. At times when students are unmasked, they shall maintain six feet of social distance.

36. Staff are encouraged to remain on school grounds during the day. In the event that a member leaves the building, they should follow all safety protocols.

37. Standard personal protective equipment (PPE) items will be replenished within 24 hours of request.

38. Buildings which are occupied by students or members of the Association will have their HVAC systems thoroughly and completely inspected by independent professionals hired by the District. All findings or reports made by the professional contractor selected will be shared with district staff, by building. All recommended items which could aid in the protection of employees from COVID-19 identified during the inspection process in the buildings will be addressed to mitigate any concerns to the best of its ability..

39. All HVAC system filters in all District buildings will be changed to filters with a rating of at least MERV-8. Certification of the installation of MERV-8 filters and their regular replacement will be furnished to the Association when each is completed.

40. Beginning five (5) days prior to the opening of school buildings and continuing 24 hours/7days a week for as long as in-person learning continues, all HVAC systems will run continuously to help safe air circulation.

41. If an employee is aware of any scenario that they in their good faith judgement deem to be dangerous, they will immediately notify their supervisor. There will be no reprisals for exercise of this provision or any other contained in this agreement.

42. The District will conduct air quality tests each quarter and share the results with the Association. The District will also change all the air filters at this time for a total of four (4) times per year. Based on the results of these tests, the District will work to take steps to mitigate any concerns to the best of its ability.

COVID-19 TESTING/QUARANTINE

43. Quarantine Due to COVID

Effective January 1, 2021 Employees who are experiencing symptoms of COVID-19 should remain out of work to avoid potential spread of sickness or COVID-19.

Employees who have symptoms and who are undergoing testing for COVID-19, or employees who receive notice from the CTC or Board of Health to quarantine because they have been identified as a close contact of a confirmed positive case via CTC tracing, must remain in quarantine for the designated period. If they are asymptomatic and/or their health permits, they may choose to work remotely during their designated quarantine period. Those who choose to work remotely during quarantine shall notify their principal and shall receive their regular full pay for those days with no loss of sick days. During this period, the employee must submit evidence of the notice to quarantine from the CTC tracing program or the Board of health with a designated quarantine period, or evidence of a negative test for COVID-19 to cover the days.

In the event no duties are performed, the employee may access paid administrative leave up to a maximum of 10 days, which will not be deducted from their sick leave, provided the employee submits evidence of the notice to quarantine from the CTC tracing program or the Board of health with a designated quarantine period, or evidence of a negative test for COVID-19.

In all cases, in the absence of, or a delay in, supporting documentation, the employee's available accrued sick time will be used in order to avoid any disruption in payroll. Adjustments or corrections will be made upon receipt of confirmation documents.

44. If an employee has a confirmed positive case of COVID-19 and continues to have medically verifiable complications that prevent them from working following the ten (10) day period listed above, the employee will have immediate access to the FREA COVID-19 sick bank, regardless of how much personal accrued sick time they have.

45. During the 2020-2021 school year, FREA members will have the opportunity to voluntarily donate up to five (5) sick days to create a pool called the FREA COVID Sick Bank in order to support members with extended COVID related illnesses. For any days granted by the FREA COVID sick bank, half of those days shall be supplied by the district and not charged to the COVID Sick Bank. After the 2020-2021 school year, any unused donated days for COVID purposes, donated by FREA members, will roll into the traditionally established FREA sick bank.

46. If a member or a student has had close contact as defined by the Board of Health, Department of Health and DESE guidance, those impacted staff who have been identified, including specialists and related service providers, shall quarantine for 14 days in accordance with guidelines and be tested. Guidance will be regularly updated and shared with staff.

47. Any positive test result of any staff member or students will be reported to the appropriate authorities for contact tracing and accounting purposes.

48. If a staff member tests positive they will quarantine at home for a period of time and will not return to the building without being cleared according to the latest guidance from the Board of Health/Department of Health/DESE, including documentation of any test or clearance that is required by regulation.

49. No staff or students who have been required to quarantine will return to the building without a test that has a negative result for COVID 19.

50. Any area used by a person who has tested positive for COVID 19 will be closed off and not used for no less than 12 hours for the purpose of cleaning and disinfecting.

51. Any member that tests positive is expected to self-report to their immediate supervisor and follow any regulations contained within the latest Board of Health/Department of Health/DESE guidance.

VACCINATIONS

52. Teachers are encouraged to coordinate with their supervisors to accommodate a scheduled vaccination.

STUDENT BREAKFAST

53. Breakfast will be eaten in the classroom if six feet of space can be maintained. In the event that six feet can not be maintained, alternate breakfast sites shall be provided. The duration for breakfast will be limited to ten (10) minutes and that time will be silent. There will be a designated breakfast area at each school site for students late to school beyond the ten (10) minutes.

NURSES

54. All nurses shall be provided with ample Personal Protective Equipment (PPE), including at least one (1) N95 mask each day. Nurses who are regularly exposed to bodily fluids will be provided with additional PPE to meet those needs.

55. In buildings without a second nurse, the District will assign a Certified Nursing Assistant (CNA) to monitor and support the medical waiting area. When there are students in the medical waiting area, the C.N.A. will stay with them until they are dismissed. CNAs assigned to monitor the medical waiting area will not give medical treatment to students or staff.

56. Each building shall have a separate designated waiting area with adequate ventilation, preferably a window. The area shall have any necessary PPE, a desk, chair, phone and computer if available. If supervised by nurses, they may bring their laptop as well.

57. One cell phone shall be provided in each building for school nurse use.

WORKPLACE ACCOMMODATION

58. In order to meet the needs of students learning remotely, there will be teaching positions in which teachers will be working from their assigned classrooms within the school building without students in the classroom. In accordance with the Education Reform Act, principals in conjunction with the Superintendent of Schools, shall make such assignments giving priority to a member's certified COVID-19 related health risk as defined by the CDC high-evidence categories. After high-evidence categories are considered, medium evidence categories will be considered.
59. After considering the above workplace accommodations, when the need for a reassignment of teachers still exists, volunteers will be solicited. Consideration will be given to volunteers based on seniority within their license.
60. If no one volunteers and assignment is necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Fall River School System will be considered. An assignment will be made only after a meeting between the teacher, the Association representative, and the Superintendent or his/her designee.
61. Staffing for students from District classrooms (i.e. special education, ELL Foundational Rooms) opting to be **fully remote** will be determined at the department and school level.
62. Final decisions shall not be subject to grievances. Any such assignments shall only be

until students and educators return to full in-person learning, at which point educators shall return to their previous positions.

63. There are currently no positions that would require a teacher to work from home or a location other than his or her assigned classroom. The Superintendent of Schools, in his sole discretion, may determine that the needs of students require that a teacher unable to work from his or her assigned classroom (either remotely or in person with students) be permitted to work from home. If there are multiple applicants for such a position, a joint labor – management committee consisting of 3 FREA members and 2 Administrators shall provide the Superintendent of Schools with its recommendation as to the applicant it believes should be assigned to the home remote position. The committee's recommendation is advisory. The Superintendent's decision as to who shall be assigned to such a position shall be final and binding on all parties and shall not be grievable.

EVALUATION

64. For the duration of the **school year**, the educator evaluation will focus on one indicator per standard, as determined by the Evaluation Joint-Labor Management Committee, and with a preference for indicators that are prioritized and applicable during this non-standard time of evaluation.

REMOTE LEARNING MODEL

65. A Pandemic Learning Advisory Committee shall be formed to address ongoing issues that come up. First, this committee shall monitor COVID-19 data and collaboratively advise when full in-person learning can resume with a phased in approach and when FRPS should move to a full remote learning and education model based upon the applicable data in order to ensure safety of students and faculty. This Committee shall also review the HVAC and air quality metrics and recommend what information/results to share with the District Learning Community. The Superintendent will decide based on this advice how to move throughout the different models. Second, this committee will offer guidance and share best practices regarding remote and hybrid instruction (e.g., technology, assessment). The Pandemic Learning Advisory Committee shall be composed of no more ten (10) FREA members and ten (10) administrators, and members will be compensated with an honorarium. The Superintendent's decision is final and not subject to the grievance procedure.

66. **A workgroup of FREA, FRAA, and District Leadership will develop a proposed student attendance policy addendum specific to expectations and protocol for fully remote learning and hybrid remote learning for the 2020-2021 school year. Said proposal will be brought forward to the School Committee for deliberation and approval.**

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF UNDERSTANDING** to be executed by their duly-authorized representatives this _____ day of August 2020

For the Committee

For the Association