

**Memorandum of Agreement Between the Easton School Committee and the
Easton Educators' Association
Draft 9/17/21**

This MEMORANDUM OF AGREEMENT is entered into by and between the Easton School Committee (hereinafter "the Employer," "School Committee," or "the District") and the Easton Educators' Association (hereinafter the EEA") to outline changes in working conditions related to the school reopening plan for the 2021-2022 school year. The term "Employee" as used herein refers to all members of the teacher unit and paraprofessional unit; the term "Educator" to members of the teacher unit; and the term "Paraprofessional" to members of the paraprofessional unit.

A. BACKGROUND

1. In March 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, leading to orders that closed schools for students through the end of the 2019-2020 school year, required three models of programming in 2020-2021, and a return to full in-person for the 2021-2022 school.
2. The EEA and the Employer have met and negotiated over changes to working conditions pursuant to M.G.L. c. 150E associated with the various models/plans.
3. The purpose of this memorandum is to address working conditions associated with the full in-person plan for 2021–2022 in light of lingering impacts of the COVID-19 outbreak. As changes in circumstances and/or further guidance from DESE and other regulatory bodies may impact working conditions and thus require further negotiations, the parties agree to meet to address them as necessary.

B. AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties agree as follows for the 2021-2022 school year:

1. **REOPENING MODEL.** Return to a full in-person schedule. All Employees are expected to work onsite.
2. **MEDICAL CONDITIONS.** As in all circumstances, any Employee who has a medical condition that affects the Employee's ability to work with students in-person may contact the Executive Assistant to the Superintendent for an appointment to address what, if any, reasonable accommodations can be provided.
3. **MEETINGS/CONFERENCES.** The Principal has the discretion to schedule events and meetings such as Parent Night/Conferences and faculty meetings (a) virtually (using Google Meet or other video platform) or (b) in-person so long as three feet of social distancing can reasonably be maintained or (c) a combination of both platforms. All indoor “Back to School/Get Acquainted”

night programs will be scheduled virtually. Staff will be expected to be in the building for any remote meetings.

4. **CO-CURRICULAR ACTIVITIES.** The parties acknowledge that co-curricular activities are scheduled to take place during the 2021-2022 school year. Stipends will be paid on a pro-rata basis in the event of a reduced season or activity, whether such reduction is due to a limited online format or limited length of the season/activity. Athletic/Coaching stipends will be treated in a similar manner.

5. **EVALUATIONS.** The negotiated evaluation language will be implemented in full for all Employees.

6. **EMPLOYEE SELF-SCREENING/EXPOSURE.** Employees shall be responsible for self-screening for COVID-19 symptoms. In the event an Employee is experiencing such symptoms or comes in "close contact" with someone who has tested positive for COVID-19 (as defined by DESE/DPH Protocols for Responding to COVID-19 Scenarios SY 2021-22 dated August 25, 2021 "Response Protocols"), the Employee is responsible for immediately reporting the matter to his/her Principal and following the Response Protocols. In the event testing is required due to a school exposure under the **Response Protocols** ([live link document of "EPS Playbook"](#)), the Employee will be reimbursed for the cost of the test to the extent not covered by insurance or a testing program.

7. **INFECTION.** In the event an Employee has tested positive for COVID-19, the Employee shall immediately report the matter to the Principal. The Employee should not report to work. The Response Protocols will be implemented.

8. **TIME OFF RELATING TO COVID.**

a. Regardless of the vaccination status, Employees who must quarantine due to symptoms consistent with COVID-19 as stated in the Response Protocols may access any accrued personal days or paid sick leave under the Contract so long as the Employee seeks immediate testing as provided by the Response Protocols.

b. Regardless of the vaccination status, Employees who must be out of work due to testing positive for COVID-19 may access any accrued personal leave or paid sick leave under the Contract.

c. Vaccinated/medically exempt employees, who have contracted COVID-19 at work will be placed on paid leave, without deduction from accrued sick time.

d. Employees who must quarantine because of their unvaccinated status following close contact with an individual who has tested positive for COVID-19 may access any accrued personal days and will otherwise be on unpaid leave, provided that Employees who have not been fully vaccinated due to a qualifying exemption will be permitted to access any accrued paid sick leave under the contract.

e. Eligibility for the 5 days of family illness provided by Article IX A of the Contract shall be expanded to include caring for a dependent (i) due to COVID-related daycare closure or (ii) due to unavoidable quarantine of the dependent as set forth under the Response Protocols (e.g., if Test and Stay is sufficient under the Protocols, the quarantine is avoidable). In addition to those 5 days of family illness, the Employer will allow the Employee to use an additional five (5) days of their accrued paid sick time for this purpose, for a total of 10 days in the school year.

f. It is understood that Employees who are untruthful in describing (1) the circumstances surrounding a “close contact,” (2) the designation of quarantine as the basis for using personal business leave, or (3) issues relating to childcare for the purpose of seeking paid time off under the terms of this Agreement are subject to dismissal.

9. **VACCINATION STATUS.** As the specific steps to be followed under Response Protocols and eligibility for certain paid time off is dependent upon the Employee’s vaccination status, all Employees are required to complete an administrative survey with vaccination status and related information (ie: vaccination received) prior to September 30, 2021. In the event the Employee is not vaccinated due to an exemption, he/she will provide medical documentation of that exemption by September 30, 2021. If the Employee does not provide documentation as set forth in this paragraph, the Employee will be presumed to be “not vaccinated without exemption.”

10. **STUDENT QUARANTINE.** Student absences that are due to quarantine required under the Response Protocols will be considered excused. As with all excused absences, teachers will provide work for the quarantined student to complete during the absence and/or following the student’s return to school. Teachers will not provide live streaming into the classroom for students who are absent due to quarantine.

11. **SAFETY PROTOCOLS.**

a. **Health and Safety Committee.** The District and Association agree to maintain a health and safety committee in each school building that includes representation of nursing, admin, teachers, specialists and paraprofessionals and at least one EEA rep. Committees may meet one time per month, or as needed. The health and safety committees will jointly develop a common protocol to report any health and/or safety concern within their respective buildings.

b. **District Dashboard.** EPS will publish district data regularly as provided by the Easton Health Department to the nursing staff.

c. **Seating Charts.** Staff will be expected to maintain accurate seating charts in the format as designated by administration for the purposes of contact tracing.

d. **Mask Policy/Social Distancing (Staff and Students).** All students (pre-K through 12) and staff will be required to wear a mask each day. If they do not have one, one will be provided by the District. In the event of a medical exemption for mask wearing, the district will work with the student or employee on an individual basis to determine alternatives to provide for the safety of staff and students.

(1) In addition to the lunch breaks, teachers may provide one or more mask breaks as deemed necessary in consultation with the building principal. Mask breaks will be taken outdoors when possible, with social distancing maintained.

(2) Students and staff will maintain a distance of 3 feet indoors when possible. Feasible distance may vary based on considerations such as physical space, developmental level and activity. When eating indoors, every effort will be made to keep students and staff 3 feet apart.

(3) At the preK-5 level, the general expectation will be that specialists (e.g., music, art teachers) utilize their own classrooms. If class size and available space prohibit adhering to reasonable social distancing measures, the District will provide alternative spaces. If a specialist needs to “push in” to an academic classroom, the specialist will work with the classroom teacher to coordinate workspace and sharing and/or separation of resources and materials. Principals will work with staff to designate a space that classroom teachers can use for planning/preparation time while their classrooms are being used for specials, to the greatest extent possible.

e. **Personal Protective Equipment (PPE).** The District shall provide the following personal protective equipment (PPE), safety measures and training:

(1) Masks for staff and students - daily if disposable and five for staff if washable. Appropriate sizes for the student population will be provided when available.

(2) Face shields for all staff upon request.

(3) Disposable gloves.

(4) Disposable smocks available daily to cover clothing upon request.

(5) Hand sanitizer – preferably automatic hand sanitizer stations located in each classroom and throughout hallways.

(6) Bathrooms will be cleaned and restocked regularly and air dryers shall be disabled.

(7) Administrative protocols for students who do not follow the required safety procedures.

(8) Paraprofessionals who are assigned toileting/diapering duties shall be given additional PPE as well as a designated space to perform such duties. This designated space shall be in a location where a second adult is always available and, in most circumstances, will be the bathroom in the nurse's office.

f. **HVAC and Air Quality.** The Employer contracted (in 2020) with an independent engineering firm (Independent Contractor) to conduct an HVAC Assessment for all buildings and to provide recommendations in order to ensure compliance with DESE's and ASHRAE standards for the reopening of school. The Employer will comply with the recommendations made by the Independent Contractor.

(1) Summer school rooms and filters should be checked, cleaned and updated as necessary based on increased use.

(2) No spaces without ventilation will be used for instructional purposes.

h. **Transportation.** The District will follow DESE guidance with respect to masking and opening of windows during transport on District owned or procured vehicles.

i. **Outside Volunteers.** There will be no volunteers in all school buildings or indoor field trips during school hours until further notice.

12. **HYGIENE AND CLEANING PROTOCOLS.**

a. Members will not be required to clean or disinfect classroom or other facilities or perform custodial duties; however, surface cleaners and/or disinfecting wipes will be available for staff to use throughout the day to disinfect high use surfaces including in-class toilet facilities, sinks and other high-touch areas.

b. The district shall develop the cleaning plan consistent with CDC guidelines, maintain a cleaning log, utilize the best technologies, implement routine (touch point and deep) cleaning and disinfecting, follow CDC and EPA guidance for cleaning hard and porous surfaces, maintain and revise plan when needed, and disinfect safely.

c. The district will only use disinfectants on the EPA N-List or follow EPA preparation guidance. Further, the district agrees to use disinfectants safely, especially relative to pediatric students, following the directions on the label.

d. Deep cleaning protocols will be done in all buildings at least once per week.

13. **BREAKFAST/LUNCH/SNACKS.** Breakfast, lunch, and any snacks will be eaten outside whenever practicable. When it becomes impractical, breakfast, lunch, and snacks will move indoors. Snacks may be eaten in classrooms when feasible when indoors. Breakfast and lunch will be eaten in the cafeteria.

14. **NURSING.** Nurses will share with administration the COVID-19 tracking spreadsheets and will provide the medical responsibilities as defined on the Contact Tracing Checklist as well as administration of the BinaxNOW testing and communication with the Program Coordinator (School Based Contact). Unit A nurses will continue to provide COVID education and follow up communication to affected students and parents during school hours. Each building will be staffed

by at least one registered nurse. Three (3) temporary floating RNs will be assigned across the district based on the recommendation of the nurse leader in collaboration with building principals and communicated to the Superintendent by the nurse leader.

A medical waiting room will be designated in each building on an “as-needed” basis for the purpose of sequestering any student exhibiting COVID-19 symptoms until they can be picked up by their guardian or other adult authorized to remove the child from school. If the nurse is not available, the room will be monitored by an adult in PPE, who is identified by the principal. Any student experiencing such symptoms will follow the Response Protocols.

15. **NO PRACTICE OR PRECEDENT.** This agreement shall neither establish a practice nor set a precedent to any working condition herein beyond its Term as set forth in Paragraph [].

16. **CONTRACT APPLICATION.** Except as modified herein, all terms and conditions of employment in the respective collective bargaining agreements for the two bargaining units shall continue in full force and effect.

17. **ONGOING CONSULTATION.** The parties acknowledge that there may be ongoing need for consultation and even amendment to this agreement based upon changing circumstances and agree that they will meet to address such circumstances as needed.

18. **TERM.** This agreement shall be effective upon execution through and including June 30, 2022. This agreement may be extended beyond June 30, 2022 by mutual agreement of the parties in writing.

IN WITNESS of this Memorandum of Agreement having been accepted by the parties their authorized representatives do hereby affix their hands and seals.

Chair, Easton School Committee

President, Easton Educators' Association