

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BRIDGEWATER-RAYNHAM EDUCATION ASSOCIATION (“Association”)**

**AND**

**BRIDGEWATER-RAYNHAM REGIONAL SCHOOL COMMITTEE (“District” or  
“Employer”)**

**Collectively referred to as the “Parties”**

**Regarding Health and Safety and the Reopening of Schools for the 2020-2021 School Year**

**September 2020**

**WHEREAS**, The Parties have engaged in good faith bargaining regarding health and safety standards and the reopening of school for the 2020-2021 school year; and

**WHEREAS**, absent a reasonable accommodation approved and provided by the District, or other mitigating reasons approved by the District, Educators will be required to report to the school building or other assigned work location for the 2020-2021 school year to perform their work, unless directed otherwise by the Superintendent; and

**WHEREAS**, the parties wish to memorialize their agreements regarding specific health and safety standards and the school reopening plan for the 2020-2021 school year; and

**NOW THEREFORE**, notwithstanding any contrary provisions in the Parties’ collective bargaining agreement or practices, the Parties hereby agree as follows for the 2020-2021 school year or the restrictions are lifted by the Commonwealth of Massachusetts:

**1. HEALTH AND SAFETY:**

The employer shall meet bi-weekly with the Association during the school year to share pertinent health and safety information. The employer shall negotiate any changes that are impacted by changes in the Emergency Operations Plan (EOP) with the Association. The employer, for all bargaining unit members, shall implement COVID-19 guidance applicable to pre-K to 12 schools provided by the following agencies:

- a. The Department Elementary and Secondary Education (DESE); and
- b. The Occupational Safety and Health Administration (OSHA); and
- c. The Massachusetts Department of Public Health (DPH); and
- d. The Local Department of Health

**2. HYGIENE PRACTICES:**

Students, parents, and staff shall be trained on proper handwashing technique (washing for a minimum of twenty (20) seconds with soap and water) and sneeze etiquette. The District shall ensure adequate amounts of the following are supplied:

- a. Soap and water; and
- b. Paper towels; and
- c. Facial tissue for the nurses' office; and
- d. Lined garbage cans; and
- e. Hand sanitizer with at least 60% alcohol content; and
- f. Disinfectant wipes; and
- g. Access to cleaning supplies; and
- h. Ensure that utilized sinks are operational

3. **HEALTH SCREENING:**

The District shall encourage parents to take their child(ren)'s temperatures before they arrive at school. All students will be observed for symptoms when they arrive and throughout the day. The District will provide a common checklist of COVID-19 symptoms to all staff and parents to use as a guideline.

4. **SOCIAL DISTANCING:**

The District shall address social distancing expectations during the first week of professional development. The District shall implement the following social distancing precautions when feasible to create the safest possible environment for staff:

- a. Every effort shall be made to space student desks six (6) feet apart. No student desks shall be spaced closer than four (4) feet apart; upon request an educator may have an administrator or their designee go into a learning space to ensure that there is proper social distancing; and
- b. The District shall cancel all field trips, assemblies, and large gatherings; and
- c. The District shall limit the extent students mix with each other; and
- d. The District shall avoid mixing students in common areas; and
- e. The District shall restrict hallway use and travel within the buildings; and
- f. The District shall reduce congestion in commonly visited areas (*i.e.* health offices, teachers' bathrooms, teachers' lunchrooms, and main offices); and
- g. The District shall limit non-essential visitors; and
- h. The District shall notify all staff, students and families to maintain appropriate social distance from each other; and
- i. Preference must be given to electronic communication rather than in-person meetings, including but not limited to staff meetings, parent conferences, and open house.

5. **CLEANING AND DISINFECTING:**

The District must develop a cleaning and disinfecting plan, which includes maintaining a cleaning log which shall be accessible to staff, utilize best technologies, implement routine cleaning (including frequently touched items such as door handles, playground equipment, etc.)

Educators shall only be expected to help clean teacher desks, computer workstations, classroom phones, and other shared teaching materials.

Students will help clean where age appropriate.

Office staff are asked to not dispose of food waste in their office trash receptacles as those will not be emptied on a nightly basis.

6. **SUSPECTED OR CONFIRMED CASES OF COVID-19 WITHIN A BUILDING:**

Upon discovery of an individual suspected to have COVID-19 during the course of a school day, the following process shall be followed:

- a. The symptomatic individual must immediately separate from other staff and students in the school and go to the nurses' office; and
- b. The individual must go home and will be encouraged to go to a healthcare facility. The District will comply with the protocols set by Protocols for responding to COVID-19 scenarios in school, on the bus, or in community settings dated July 17, 2020 and September 14, 2020 and Memorandum from Commissioner Jeffrey Riley and Dr. Monica Bharel with the subject "Joint Memo Clarifying Key Health and Safety Requirements for Schools dated August 18, 2020; if there are any changes to the protocols Association Leadership will be notified and
- c. The District shall comply with all contractual, temporary, or future leaves related to COVID-19.
- d. Aside from outlined here, all rules regarding leaves in the CBA shall apply. Staff who are required to take a leave, based on a required COVID-19 quarantine due to a traceable workplace exposure or workplace suspected exposure will not be required to use their sick leave during the period of quarantine. On a case-by-case basis, the parties will determine whether or not the staff member will work remotely during this time. The provisions of sick time and personal days remain applicable, at any point during the quarantine, for the staff member working remotely.
- e. Staff who are required to take a leave, based on a required COVID-19 quarantine not due to a traceable workplace exposure or workplace suspected exposure (i.e. member of household tests positive), will be required to use their sick time during the period of quarantine. On a case-by-case basis, at the request of the staff member, the parties will determine whether or not the staff member can work remotely during this time. If determined they can, the staff member will not have to use his/her sick days.

7. **APPROVED DISINFECTANTS:**

The District shall use disinfectants on the EPA-N list and follow EPA preparation guidance. Further, the district will use disinfectants safely, especially relative to pediatric students, following the direction(s) on the label. Accommodations will be made for those individuals who have allergies or sensitivity to the disinfectants used.

8. **ISOLATION SPACE:**

The District shall designate an isolation space in each building that will be furnished with appropriate medical supplies and used to accommodate individuals suspected to be COVID-19 positive.

Isolation spaces and nurses' offices will be equipped with air purifiers.

9. **TESTING and CONTACT TRACING:**

In the event that a staff member is directly exposed and considered to be a close contact they shall be notified by the local Board of Health.

The District will comply with contact tracing system which follows the protocols set forth by Protocols for responding to COVID-19 scenarios in school, on the bus, or in community settings dated July 17, 2020 and September 14, 2020 and Memorandum from Commissioner Jeffrey Riley and Dr. Monica Bharel with the subject "Joint Memo Clarifying Key Health and Safety Requirements for Schools dated August 18, 2020.

10. **FOOD IN THE CLASSROOM AND INDIVIDUALLY PACKAGED MEALS:**

The District shall follow all protocols set forth by DESE. The District shall also comply with any accommodations for food allergies pursuant to the Americans with Disabilities Act (ADA).

In the event that students eat lunch in the classroom, 6 feet of social distancing will continue and desks will be cleaned using approved EPA disinfectant. Students will help clean when age appropriate.

Trash in classrooms will be emptied on a daily basis. Trash in common areas (*i.e.* teacher common areas) may be emptied less frequently.

The District will use SchoolDude, or another comparable platform, to monitor for pests.

11. **AT-RISK INDIVIDUALS:**

The District shall comply with the Americans with Disabilities Act and all Federal and State laws and regulations for staff who provide medical documentation that require any accommodations.

Accommodations shall be made on an individual basis and in accordance with the nature of the disability.

Any employee or their family member who has a pre-existing condition or other illness that prevents them from physically working in the building shall follow the district protocol for applying for leaves. These employees will be given the preference for any remote teaching position that becomes available if they are able to fulfill these duties.

12. **NURSING GUIDANCE:**

The District will provide appropriate PPE to nurses. The nurses' office should be kept as clear as possible, and considerations for ventilation including operable windows and doors along with other feasible measures. Nurses' offices will be equipped with an air purifier.

13. **CRITERIA FOR CLOSING/REOPENING BUILDINGS:**

The District will follow the protocols set forth in the Fall Reopening Facilities and Operations Guidance dated July 22, 2020, Protocols for responding to COVID-19 scenarios in school, on the bus, or in community settings dated July 17, 2020 and September 14, 2020. The District will provide the Association with updates as soon as possible and invite the Association to participate in discussions with the Department of Public Health about reopening building(s) following a closure.

14. **PERSONAL PROTECTIVE EQUIPMENT (PPE):**

The District shall require all staff and students to wear a mask unless there is a noted exception. Staff members may choose to wear their own face covering, however, the district will supply back up disposable face coverings if needed.

For staff working in sub-separate and PreK classrooms, additional PPE (gloves, face shields, gowns) will be available and supplied by the District. In the event that PPE becomes soiled or damaged new PPE will be provided.

**15. HVAC SYSTEMS:**

The District will adhere to the following HVAC protocols set forth by DESE:

- a. Clean the ventilation system: Ensure the school ventilation system is properly cleaned; and
- b. Run HVAC systems: Operate HVAC systems with outside air dampers open for a minimum period of once per week prior to the reopening of schools; and
- c. Consider upgrading filters: In buildings with mechanical ventilation systems, consider upgrading filters to increased efficiency ratings. Schools that are not able to upgrade filters may explore alternative ways to improve ventilation (*e.g.* through open windows), if appropriate for their systems; and
- d. Adjust HVAC settings to increase the flow of outdoor air, including overriding the computerized system; and
- e. Prevent or Minimize air recirculation: Facilities and staff should evaluate how to eliminate or minimize air recirculation in their HVAC systems to the extent possible; and
- f. Ventilation systems will run two hours before the start of the building's school day and end at 11 PM each day; and
- g. For any spaces without windows that may be used for student activities, special attention must be made to ensure that there are adequate HVAC capabilities for the space; and
- h. Otherwise, indoor spaces without windows and adequate HVAC should not be used or only used as may be appropriate for storage or similar uses.
- i. Classroom windows will be operational; and
- j. MERV-8 filters will be used in all HVAC systems; and
- k. Custodians will be trained to identify issues with the HVAC systems and will report them immediately to the Director of Facilities; and
- l. Reporting of HVAC system issues will be reported via SchoolDude and shared with the Association upon request
- m. Air purifiers provided by the District will be maintained by the District in accordance with the operating manual. If teachers bring their own air purifiers, they will be responsible for the proper maintenance of them; and
- n. For any HVAC system that have been evaluated by an outside agency, the District will supply the BREa with those evaluations.

**16. EDUCATOR EVALUATION:**

The Educator Evaluation Instrument shall remain in full force and effect as outlined in the collective bargaining agreement, however, the parties acknowledge certain instructional strategies may not be feasible during hybrid or fully remote learning models.

Both announced and unannounced observations may occur in person, with the evaluator in the room, or remotely with the evaluator in the remote classroom for the remote teachers only. Any observations which occur will require the evaluator to be visible and/or verbally announce their presence.

In the event the 2020-2021 school year is conducted via remote learning, the Parties shall meet to negotiate further modifications to the Evaluation Instrument during the fully remote period. Such modifications shall only be in place for the fully remote closure period and shall not establish a practice or precedent.

**17. ATTENDANCE:**

During hybrid days when students are at home or days when students are fully remote, attendance must be taken. For students in grades PK-4 attendance will be taken during a morning Google Meet. Per existing building expectations students in grades 5-12 will have attendance taken for each class, also via Google Meet. The parties agree to continue to discuss options to improve the means by which attendance of remote students learning at home in the hybrid model is taken and entered into the Student Information System.

Google Meetings are also an opportunity to connect socially with students, and preview and review any class news and/or assignments. For students engaged in distance learning, a Google meeting will take place at the beginning of the day for grades PreK-4. For students in grades 5-12 a Google Meet will be scheduled each period of the students' day. There is no set length for this Google Meet. Exact times of the Google Meet will be left up to the individual teacher and may include all students or just those at home. Ideally it will include all of the students to allow for social connections. Google Meet times should be created as repeating events in Google Calendar or posted to Google Classroom so students always have access to the link or code and know exactly when their meeting is scheduled for.

A closing meeting or meeting towards the end of the day depending on schedules will be scheduled for grades K-4 students to re-engage at the end of the day to review the day and preview what's to come in the future. The parties agree to continue to discuss the efficacy of the end of the day closing meetings.

**18. SYNCHRONOUS AND ASYNCHRONOUS LEARNING:**

Synchronous learning will take place at all academic levels in the increments outlined for said levels. Instruction may be broken into smaller, meaningful groups as deemed appropriate by the grade level teacher and align with District curriculum. Said learning experiences need to be posted in Google Classroom prior to the start of each school day/class period, whichever is applicable.

The Synchronous Learning expectation will require students to participate in synchronous lessons while remote. This does not require the teacher to provide direct instruction for the entire class period.

The Parties acknowledge instruction may vary. Therefore, examples of synchronous and asynchronous learning include, but are not limited to the following:

1. Live streaming lessons
2. Pre-recorded lessons
3. Slide Presentations
4. Notes
5. Videos from Khan Academy
6. Supplemental videos from other sources (e.g. YouTube)
7. Teacher-curated resources posted to Google Classroom
8. Follow-up tasks related to in-person instruction

**19. FULL REMOTE SCHEDULE PER FALL 2020 REOPENING PLAN:**

The remote schedule will mirror the weekly hybrid bell schedule. Each week will continue to include a variety of synchronous and asynchronous instructional activities. With this model, the teacher will be available for support throughout the learning periods, however, the students will be able to work independently or in small groups when appropriate as determined by the teacher.

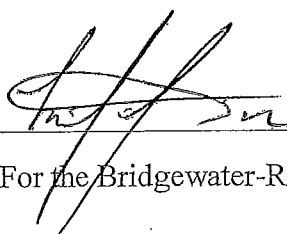
**20. EMAIL:**

Check email each weekday and respond within 24 hours.

**21. TEACHING FROM CLASSROOMS:**

Teachers will teach from their classrooms on remote learning days (Wednesdays during hybrid learning and daily during fully remote learning) so long as it is deemed safe by the local departments of health.

Wherefore, the parties have caused this Memorandum of Agreement to be executed this 28 day of October 2020.

  
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For the Bridgewater-Raynham School Committee

10/28/2020  
Date



10.9.2020

Chairperson

Norma J. Datt

10/28/20

For the Bridgewater-Raynham Education Association

Date

President

