

This Memorandum of Agreement is entered into by and between the Framingham School Committee (hereinafter, the “Committee”) and the Framingham Teachers Association (hereinafter, the “Association”) on behalf of Unit A (teachers), Unit T (aides and assistants, interventionists), and Unit S (secretaries and administrative assistants) to establish protocols to be followed regarding the reopening of schools in response to the coronavirus pandemic (hereinafter “COVID-19”).

WHEREAS, the Committee and Association are parties to collective bargaining agreements for Units A and T for the period of September 1, 2018 through and including August 31, 2021, and Unit S for the period of July 1, 2018 through and including June 30, 2021, which shall remain in full force and effect, except as expressly modified herein;

WHEREAS, in person instruction was temporarily suspended as a result of the Governor’s executive order on or about March 12, 2020 as a result of the COVID-19 pandemic;

WHEREAS, on June 25, 2020 the Department of Elementary and Secondary Education (“DESE”) issued Initial Guidance for Fall Reopening of Schools requiring districts to develop a plan each for Remote Learning, In-Person Instruction, and a Hybrid model for the forthcoming 2020-2021 school year;

WHEREAS, the ongoing COVID-19 pandemic has given rise to a host of unique challenges related to health and safety of students and staff, engaging in different models of instruction, and the need for the district to operate differently, in an effort to continue education while mitigating the spread of COVID-19;

WHEREAS, notwithstanding these unique circumstances, the Parties agree that the advancement of the academic growth, achievement and social/emotional wellness of the students of Framingham is of consummate importance and we hereby commit to further review, and flexibility, throughout the school year to modify these provisions once mutually agreed to and bargained; and

WHEREAS, pursuant to Massachusetts General Law Chapter 150E, the Committee and the Association have negotiated the re-opening of schools which shall be effective upon execution through and including June 30, 2021.

NOW THEREFORE, in consideration of foregoing, the Parties agree to the following terms and conditions:

A. HEALTH AND SAFETY

1. These provisions shall apply to all phases of instruction (remote and hybrid) while COVID-19 precautions are required to be in effect.
2. The provisions set forth are intended to supplement, modify and/or clarify the conditions set forth in the District Back-to-School Plan and the District’s COVID-19 Plan. To the extent there is any conflict between the Back-to-School Plan or the COVID-19 Plan and this Memorandum of Agreement (MOA) related to safety measures, the terms and condition of this MOA shall govern.

3. The Parties, to their best collective abilities, will adhere to COVID-19-related risk reducing guidelines released from the Framingham Department of Public Health and the MA Department of Public Health. Everyone will be required to adhere to these guidelines unless the MOA states otherwise.
4. The District will make reasonable and diligent efforts in line with American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) and the City Department of Public Health's guidance to establish safety protocols, provide PPE equipment, engage in repairs and upgrades to the HVAC systems, install window screens where appropriate with a minimum of two per room, and undertake various air quality and ventilation measures as needed, in consultation with public health officials. Teachers and parents/guardians will be notified of any upgrades and repairs that have not been completed prior to the date when staff or students are required to report to buildings. Additional PPE will be provided as requested.
5. The Association will be provided with a weekly update on health and safety upgrades being made in each building. This will include all updates to facilities and equipment planned for installation and monitoring for compliance of health and safety measures.
6. The District will create a Joint Health and Safety Committee composed of three Association representatives and three District representatives that will monitor the implementations of the COVID-19 plans and the effectiveness of the plans, and identify additional needs.

B. AIR QUALITY AND HVAC SYSTEMS

1. The parties recognize that each building is unique and has to have an HVAC plan specifically created for that building's systems, capacity, capabilities, and limitations.
2. The District shall make public the inspection of the HVAC systems throughout the district by an independent, certified HVAC professional. The District will review the findings and recommendations and prioritize next steps in support of upgrades and repairs to windows in order for them to open and have screens, as well as for HVAC systems to provide air exchange, circulation, filtration, and climate control, whenever possible. The District will inform the Association of next steps in writing.
3. The Parties recognize that while MERV 13 is recommended as another tool in fighting the spread of COVID, this is not required, as older systems cannot accommodate this type of filter as the air flow would be too restrictive. At a minimum, any school buildings shall have at least MERV 8. HVAC systems shall be outfitted with MERV 13 filters when available in those buildings with systems that are compatible with MERV 13 filters; these include Cameron, Barbieri, Woodrow Wilson, and Framingham High School. All other buildings (MERV 8) that cannot accommodate a MERV 13 filter will be outfitted with the highest MERV rated filter that is deemed compatible with the system. Filters will be changed a minimum of 3 times per year. Replacement filters will be initialled and dated.

4. All classrooms, offices, and workspaces will have a portable HEPA air filtration air purifier that operate on 100 cfm per 250 sq. ft. If the space is larger than 250 sq. ft., the space should have multiple air filters to condition the space in accordance with room cubic footage. The HEPA filter will be documented to filter finer particles the size of COVID-19.
5. All air exchange apparatus shall have dampers opened 100% for the introduction of outside air (OA).
6. The HVAC system shall be running at least one hour prior to the arrival of staff, or until the building air is purged (ie: a total of 3 air exchanges). The system shall continue running whenever people are present in the building.
7. The HVAC system fans shall be set "ON" or "CIRCULATE" at the thermostat, if the system does not provide constant airflow at all times at, when people are present and during the purge sequence.
8. All building exhaust fans shall be in working order and continuously on one hour prior to and after occupants are in the building for purging, except for the bathrooms, nurses offices and isolation rooms, which will be exhausted to the outside and supplied OA 24/7.
9. Negative pressure ventilation shall be used in isolation rooms.
10. All supply and return grills and registers shall be open, operating properly so that the air is flowing through them when the system's fan is on. OA intakes shall be clean, open and not blocked by objects, bushes, defective louvres, or subject to off-gassed fumes/chemicals, including car exhaust and playground surfaces.
11. OA intakes or controls shall be set to the maximum level of fresh outdoor air the system is capable of handling or providing.
12. Carbon dioxide levels shall be maintained at 800 ppm of CO₂ or less in any building space when it is normally occupied. In the event of higher CO₂, steps will be immediately taken to ensure that sufficient additional ventilation is to be provided to meet the CO₂ standard
13. The Demand-Controlled Ventilation (DCV) device shall be disabled as recommended by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).
14. Thermostats shall be operating accurately and properly and set to the correct temperatures. Typical indoor temperatures are 68-74°F in the winter, and about 75-80°F in the summer. Relative humidity in each room shall be maintained at 40-60%.

15. The Heat Index in District buildings will be monitored. If the classroom or workplace indicates extreme caution, teachers & students will be assigned to an alternative space, where feasible.
16. Interior rooms without operable windows will have air purifiers installed to improve indoor air quality and ventilation to further mitigate the risk of exposure to COVID-19. All such spaces shall have at a minimum adequate ventilation in accordance with ASHRAE recommendations, with working air intake and outtake vents.
17. Any small, unventilated spaces used for toileting students shall have the ventilation upgraded as feasible. If not feasible, a portable air purifier of the highest quality will be installed with the highest MERV rated HEPA filter. If the unventilated space is within another room, the room shall also have additional air purifiers.
18. Building logs of inspections, upgrades, repairs and filter changes will be maintained.

C. PERSONAL PROTECTIVE EQUIPMENT (PPE), PHYSICAL DISTANCING, AND PERSONAL HYGIENE

1. The District will have PPE including but not limited to, face masks, clear face masks, face shields, gloves, gowns, sneeze guards, desk dividers, plexiglass shields, which shall be provided for any employee if their job responsibilities include: close contact with a student; a student who is unable to wear a mask due to their disability; and staff in a position to restrain students. N-95 face masks will be provided in limited supply for use in specifically defined situations by school nurses.
2. Masks shall be made available for students and staff if needed, but staff and students are expected to arrive at school in possession of their own masks. The District will require all students, visitors, and staff in grades preK-12 to wear face-masks or effective face coverings at all times, except during mask breaks, breakfast, and lunch. Exceptions will be made on a case by case basis in consultation with the school nurse, the school physician, and the child's medical provider.
3. Should the District run out of any piece of PPE needed in the buildings to deliver services and conduct work safely, the services rendered will cease until such time an adequate amount of PPE is available and the work will be done remotely from a mutually agreed upon location.
4. Clear, consistent, mutually agreed upon districtwide protocols for working with students who won't or can't wear a mask will be established.
5. If a child does not wear a mask for documented medical reasons (which have been reviewed by the school nurse, the school physician, and the child's medical provider) a face shield will be made available to the student to protect staff and other students.
6. Students who repeatedly will not wear a face mask and do not have a medical condition that would prevent them from being able to wear a mask, despite interventions, will be

addressed in accordance with applicable law, regulation and guidance, and shall continue their instruction remotely. They will be welcome back in school to attend class again when they commit to wearing a mask.

7. Mask breaks shall be taken in an area where 6 ft. or greater physical distance between all staff and students can occur. If feasible and weather permitting, mask breaks can take place outside.
8. Breakfast, lunch, and snack will occur in an area where 6 ft. or greater physical distance can occur between all students and staff. Seating will be arranged so that all people are facing the same direction while students' masks are removed for eating.
9. Classrooms shall be arranged so individuals are at least 6 feet apart and facing in the same direction. Offices will be arranged so desks are 6 feet apart.
10. All members of the District learning community shall make every reasonable effort to maintain 6 foot physical distance when transitioning through the building, including during extracurricular activities hosted or sponsored, in part or in full, by the District.
11. It is understood there are times when greater than 6 ft. physical distance is required in specific subjects and activities throughout the school day and after school. Guidance in these areas will be adhered to in order to minimize risk of COVID-19 transmission.
12. Breaks for frequent, regular hand washing will be incorporated into the school day, as outlined in the FPS Back-To-School Plan.
13. Hand sanitizer will be provided throughout the building including in building entrances and common areas in each building and will be filled daily, as needed.
14. Classrooms without sinks will be provided hand sanitizer.
15. All air dryers in bathrooms will be disabled and alternative hands free paper towel dispensers will be installed where needed.
16. Seating charts will be used consistently to assist with contact tracing.
17. All staff will submit to contact tracing protocols as needed.

D. CLEANING PROTOCOLS

1. Due to the COVID-19 pandemic, cleaning protocols must include increased frequency and attention and enhanced methods to minimize transmission of the virus. As such, cleaning will be a shared interest of all staff in the district.
2. Teachers will be responsible for ensuring their own desks and other teaching surfaces are cleaned between cohorts/classes.

3. Cleaning throughout the District shall include the safe use disinfectants on the EPA N-list and following preparation guidance and directions on the label.
4. Custodial staff will engage in regular cleaning and disinfecting several times per day during the school day, especially of high contact surfaces including, but not limited to doors, handles, push plates, light switches, elevator buttons, handrails, frequently touched fixtures in restrooms, stalls, and restroom surfaces and floors.
5. The District shall provide a disinfectant and gloves for employees to clean their work area, including shared space or equipment, and high touch surfaces. Disposable wipes will be made available for cleaning technology equipment such as keyboards, remote controls, etc.
6. Efforts will be made to limit sharing of equipment in the classroom. Cleaning and disinfecting shall not take place when and where there is a potential exposure risk to students and staff. Staff members whose underlying medical conditions require alternative cleaning supplies can apply for an accommodation under the ADA.
7. The isolation room will be thoroughly disinfected after any person has been in the space with any symptom of COVID-19.
8. Mutually agreed upon protocols will be established by the Joint Health and Safety Committee (Section A6) to decide on future protocols to address cleaning of student desks and chairs between classes whenever there is a change of students/classes in the room.
9. A cleaning log will be maintained at each building noting the date, time, place and scope of cleaning. This will be available upon request.

E. RESTRUCTURING PRACTICES TO REDUCE RISK

1. By showing up at work, staff certify that they do not have symptoms of COVID, are not under a quarantine order, and have not been - to their knowledge - exposed to COVID. All employees shall use their swipe card to document their attendance when they enter the building daily; in doing so they self-certify the above.
2. Student attendance will be taken in each class daily, in all phases of instruction (remote, hybrid). PreK teachers will take attendance daily during morning meeting. Elementary teachers will take attendance daily in the morning, during the literacy block, and during the math block in all phases of instruction (remote, hybrid).
3. A method of tracking students who ride the bus on any given day shall be utilized.
4. Non-essential visitors, including volunteers, will be minimized as much as possible. The District will provide and post signage to buildings and offices communicating adjusted policies during COVID-19.

5. Under specific circumstances when visitors are allowed, they shall make an appointment in advance or be requested to come into the building, sign in and abide by the health & safety protocols requiring face masks and physical distancing.
6. District approved gatherings/events shall abide by the Massachusetts Gathering Order that is in effect at the time of the event. Participants will sign in and abide by the health & safety protocols requiring face masks and physical distancing. School assemblies are not expected to be held until the Framingham Department of Public Health changes their previous guidance to the District to again allow them.
7. Students will be placed in cohorts, to the fullest extent possible.
8. The District will limit meetings and continue to hold meetings virtually to the fullest extent possible. Staff members will have the option to attend previously scheduled or routine meetings virtually, except when it is a Human Resources related matter, as requested by Human Resources. These meetings shall include but not be limited to staff meetings, department meetings, FHS collaboration time, middle school team meetings, grade level meetings, elementary PLC and team planning time, ILT meetings, and committee meetings.
9. IEP meetings will be offered virtually, with the understanding that a parent(s)/caregiver may request an in-person meeting. If an in-person meeting is held, attendees will abide by the health & safety protocols requiring face masks and physical distancing.
10. Some forms of Family Outreach will be modified. Open House will be held virtually on one evening, following the program typically used in previous years. School Council, PTO, and other school related organization meetings where staff may choose to attend (such as the Framingham Special Education Parents Advisory Council and Dual Language Parents Advisory Council) will be held virtually, until the Framingham Department of Public Health changes their previous guidance to the District to again allow them to occur in person. Parent Conferences will be held virtually at intervals detailed in the CBA; staff will schedule parent conferences and planning time (if it was not provided during the student day). Teachers will not be eligible for loss of prep time on such dates.

F. WORK YEAR

1. The work year for 10 month, Unit S employees begins on August 26, 2020.
2. The work year for Unit A and T begins on August 31, 2020, except where cited differently in the CBA. It will begin with one previously-scheduled District Professional Development Day and 10 DESE allotted days aimed at planning and Professional Development for re-opening schools during the COVID-19 pandemic.
3. Movement(s) from one phase of instruction (i.e. Phase I: Full Remote to Phase II: In Person Return for Highest Special Needs Students to Phase III: High Needs Students to Phase IV: Hybrid to Phase V: Full In-Person) in either direction will be determined in

collaboration with the Framingham Department of Public Health and by utilizing community infection rate metrics and additional guidance as provided by the Commonwealth of Massachusetts.

4. The [DESE Days](#) will be organized in a mutually agreed upon manner.
5. Staff will register for Professional Development (PD) through the SmartEDU platform. To earn PDPs, staff will submit an electronic form indicating in which sessions they participated during the 11 days of professional development. Time will be given on the afternoon of the last DESE day (September 15) for staff members to complete and submit this form.
6. All Staff in FTA Units A and T have the option of doing PD and other scheduled activities during the DESE days from 8/31/20 through 9/15/20 remotely from the location of their choice, provided that Unit T staff that have registered may report to a designated outdoor area at their assigned building, following all 6ft distancing regulations to assemble packets of student learning supplies for two (2) blocks of three (3) hour intervals on Thursday, 9/3/20 from 12:00-3:00 p.m. and Friday, 9/4/20 from 8:00 a.m.-3:00 p.m not to exceed their typical work day.
7. The District and Association shall publish and email a notice/invite to all staff inviting them to participate in distribution of materials for school success to students/families of each school scheduled on 9/8, 9/9, 9/10 and 9/14. According to the schedule above, staff shall sign up for this through a Google form PD registration.

G. REMOTE PHASE

1. The Remote (Phase 1) and Graduated Hybrid (Phase 2 and Phase 3) is currently scheduled to be at least through November 4, 2020, when Phase 4 Hybrid is currently scheduled to begin on November 5, 2020. These dates are subject to change dependent on COVID-19 metrics as interpreted by the Framingham Department of Public Health.
2. The decision date for continuing or ending the previous phase for a hybrid model will be October 19, 2020. If the District needs to continue with remote learning beyond November 4, 2020 additional decision dates will be utilized as outlined in the Back to School Plan, and are subject to change dependent on COVID-19 metrics as interpreted by the Framingham Department of Health. All changes to decision dates, if applicable, shall be communicated to the Association.
3. The 10 front loaded DESE PD Days will be September 1, 2020 through and including September 15, 2020. August 31, 2020 was already designated as a PD Day.
4. The student year has been adjusted statewide to 170 days, beginning September 16, 2020 for preK, elementary, middle and high school students.
5. The Parties recognize that the District has students with autism and severe special needs, whom the District deems the highest special needs students and who are currently scheduled to return to in-person instruction no earlier than October 5, 2020

(Phase 2). In addition, the Parties recognize that the District has students who have been characterized as [high needs](#) in accordance with DESE guidance, and who are currently scheduled to return to in-person instruction no earlier than October 26, 2020 (Phase 3).

6. The Parties have negotiated Teleworking Agreements for Units A, T, and S:
 - a. [UNIT A FINAL](#)
 - b. [UNIT S FINAL](#)
 - c. [UNIT T FINAL](#)
7. Educators will be allowed access to buildings during any full remote period, provided building principals shall be provided with advance notice of such plans on the night before, in order to comply with public health, contact tracing, security, and operational measures. If a member's plans change after the night before deadline, the Principal shall not unreasonably withhold access, yet may do so if it is deemed that scheduling and contact tracing preparedness related challenges arise. Unit A, S, and T members will be asked to use their fob to enter the building, and will be asked to complete an electronic attendance sheet. Unit A, S, and T members who choose to work in the building will be allowed to leave the building during planning times and lunch.
8. For the High School, the Addendum in the Unit A CBA shall be waived for the COVID-19 period for the 2020-2021 school year to allow the FHS schedule to change to allow for a modified schedule with a later start time. This schedule will be piloted for that period of time beginning on September 16, 2020 and continuing until the District is able to bring high needs students into schools for in-person learning (Phase 3), currently scheduled to begin October 26, 2020. During this pilot period, the student day shall begin at 9 a.m. and end at 3:25 p.m. The teacher workday shall begin at 8:50 a.m. and end at 3:50 p.m. to allow for a 7 hour workday. Upon the return of high needs students (Phase 3, currently scheduled for October 26, 2020) the school start time will be 7:20 with other adjustments necessary due to the COVID-19 pandemic. The [FHS Remote and Hybrid Schedules](#) are included.
9. If any school, or the District, needs to change to full remote learning, members will be permitted, but not required, to teach from/access classrooms when risk reduction protocols allow and the District deems it feasible; members will follow their contractual hours as set forth by respective CBAs.
10. Students will participate in synchronous learning. When students are in break out rooms or working independently, the staff member will intentionally continue to engage with students and facilitate the learning for the duration of a class period, including breakout room supervision, support, follow up, proctoring assessments, and to provide 1:1 student support, as needed.
11. Students and adults will need breaks from working on a computer screen. Therefore, every effort should be made for teachers to assign some work to students that does not require the use of technology as a way to provide such breaks. As needed, secondary teachers can direct students to take brief (up to 5 minutes) screen breaks during class time, and in the elementary level, screen breaks could occur prior to transitioning from

one content area to the next.

12. All elementary teachers will have their contractual 180 min of prep time per week and a 30 min duty free lunch. All secondary teachers will be ensured preparatory time and 30 min duty free lunch. In accordance with the change in the secondary schedules for this school year, educators will receive at least 46 minutes of duty-free prep time at the middle schools and 48 minutes of duty-free prep time at the high school per day. All working hours will not exceed the hours in the current CBA.
13. Unit T members will be utilized as substitutes when feasible in accordance with the Unit T Teleworking Agreement and Unit T CBA.
14. Should there be a closure of individual school(s) or all schools in the District, all staff will transition to a Remote Model with the same schedules and all staff in Units A, T, and S shall continue to work from home continuing to deliver their instruction and services, until such time as the District, in collaboration with the Framingham Department of Public Health, deems otherwise.
15. In all learning models (remote, hybrid), teachers will use similar grading procedures as they had during in-person learning. This should be discussed and determined in collaboration with school administration, grade level teams, and/or departments. Report cards will be issued following the pre-COVID-19 intervals (semesters for elementary, trimesters for middle school, quarters for high school).
16. In a remote model, teachers shall not be required to live-stream their classroom instruction on the open web; however, teachers will live-stream their lessons through a video conference link that is available to students and supervisors. Teachers will ensure that students have access to the salient content of the lesson in video form if appropriate, even if they are not present for the synchronous instruction. If teachers choose to record their lessons during class time, any recordings will be used for distribution at the sole discretion of the educator for their own educational purposes. The district will assume standard indemnification for FERPA complaints and violations under Massachusetts Law (Chapter 258, Section 9).
17. The Parties have defined [Remote Teaching and Learning expectations](#).

H. HYBRID PHASE

1. Phase 4 Hybrid is currently scheduled to begin on November 5, 2020. The decision date for continuing or ending the previous phase for a hybrid model will be October 19, 2020. If the District needs to continue with remote learning beyond November 4, 2020 additional decision dates will be utilized as outlined in the Back to School Plan, and are subject to change. All changes to decision dates, if applicable shall be communicated to the Association.
2. There will be clearly defined work expectations consistent with the hours and case-loads within current respective CBAs, except as negotiated through the respective telework

agreements noted above. The Parties have defined [Hybrid Teaching and Learning Expectations](#).

3. When feasible, hybrid work models shall minimize student and/or teacher transitions per school day in an effort to contain potential outbreaks of the virus and engage in effective contact tracing.
4. In order to limit exposure, building administrators will continue to work to minimize the number of students assigned to Specialists/Related Arts teachers over the course of a grading period.
5. In a hybrid model, teachers shall not be required to live-stream their classroom instruction on the open web; however, teachers may live-stream their lessons through a video conference link that is available to students and supervisors. Teachers will ensure that students have access to the salient content of the lesson in video form if appropriate, even if they are not present for the synchronous instruction. If teachers choose to record their lessons during class time, any recordings will be used for distribution at the sole discretion of the educator for their own educational purposes. The district will assume standard indemnification for FERPA complaints and violations under Massachusetts Law (Chapter 258, Section 9).
6. Staff and students will adhere to quarantine requirements of the Framingham Department of Public Health and/or health care providers. Prior to any hybrid phase, the District administration will work with the Association to establish a procedure that will not permit children who are living with or been exposed to a person with COVID-19 to attend in-person teaching; the Parties understand that the District may not always be privy to all exposure information.
7. In the event that the District becomes aware of a COVID-19 positive case in the building, the District will follow communication and cleaning protocols as recommended by the Framingham Department of Public Health. Bargaining members will be informed by the district as soon as possible of a positive COVID-19 case in their building.

GENERAL STATEMENT ABOUT TEACHING & LEARNING

1. Teachers may teach students all-in person, all remote, or both as assigned. Given the complexities of this school year, teachers may be assigned students from multiple homerooms.
2. Teachers agree to provide instruction, both direct and otherwise, that meets the content and language standards for the given lesson and unit, with related assessments that will provide feedback toward the students' ability to meet said standards. Methods of instruction and assessment will be in coordination with the [Remote Teaching and Learning expectations](#) and the [Hybrid Teaching and Learning expectations](#) to which both Parties agreed.
3. Ongoing support will be provided to educators for learning management systems and platforms provided by the district. Continued support and access to the information

offered during the DESE Days/PD August 31-September 15 shall be provided, as well as other tools needed for hybrid learning, as determined by the PD Committee.

4. Students will receive ongoing feedback and support regarding their work and grades will be given. Students will receive report cards.
5. Academic work shall be aligned with the state standards.
6. Employees shall perform their duties and responsibilities as described in the CBA and this MOA and its attachments.
7. Schedules for arrival, dismissal, student transitions, recess, bathroom breaks, mask breaks, breakfast and lunches will be adjusted to limit the number of students in an area, allow physical distancing, and limit mixing of cohorts. The specific schedule/process for each may vary by level.
8. The District will assist employees with waiver applications for licenses if eligible. If an educator is asked to teach in a content area outside of their licensure for more than 20% of their teaching responsibilities, the Administration will ensure that the majority of the observations shall occur within the content area of the educator's license.
9. In the event that an eligible employee decides to retire during the 2020-2021 school year due to the pandemic they shall be able to receive their orderly retirement and sick leave buy back benefits as contractual timeline will be waived, provided the notification is provided by September 15, 2020 and the employee remains working remotely until October 16, 2020 if needed. All employees shall continue to attend work and work duties and responsibilities in good faith from the time of their announcement until the date of their retirement. If an employee uses more than one accrued sick or personal day from the date of their announcement until the date of their retirement, they shall forfeit the orderly retirement and sick leave buy back benefits noted above.

I. LEAVES

1. It is understood that staff will have to be constantly aware of and monitor themselves for signs of COVID-19 and may have to isolate, test, and/or quarantine. As such, this may result in more intermittent absences. If any staff contracted COVID-19, there may be more consecutive days of absence of a longer duration. Additionally, some staff may qualify and apply for a leave of absence. The District will not seek to penalize or disadvantage staff due to absence. Below is a brief, general description of some of the leaves that may be available. Staff have been previously provided and shall continue to have access to full, detailed information related to these leaves, which may be granted with the approval of the District on a case-by-case basis according to the particular provisions of applicable statute, regulation or CBA.
2. The following is for informational purposes: Employees may be eligible for leave entitlements as promulgated by the Families First Corona Relief Act (FFRCA), including the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical

Leave Expansion Act (EFMLEA). Family Medical Leave Act (FMLA) may be available to a qualifying employee.

3. All sick leave, personal days, and/or vacation days and other leaves mentioned in the CBA can be used as outlined by the respective CBAs.
4. Unpaid Leave of Absence, if available, may be used as outlined in the CBA.
5. Timelines in the contract to apply for a leave of absence shall be waived. The employee should notify the District as soon as possible.
6. If an employee falls within the protection of the American with Disabilities Act (ADA), they and the District shall engage in the interactive process to determine potential reasonable accommodations.

J. EVALUATION

1. The evaluation process for Units A, S, and T will continue per the CBA. For Units A and T, both announced and unannounced observations may occur in person, with the evaluator in the room, or remotely with the evaluator in the remote classroom. Any observations that occur in a remote classroom will require the evaluator to be visible. All remote monitoring or observation of the work performance of an educator will be conducted with the educator's knowledge. Evaluators will not downgrade employees based upon lack of expertise in using technology for remote teaching, so long as the employee is making appropriate efforts to gain the expertise necessary to provide effective instruction. The Joint Labor Committee shall continue to meet regularly to review evaluation and make changes to the Unit A evaluation process and document, as needed.

K. CALENDAR

1. The hours for FHS for the remote period shall be amended on the approved FPS calendar.
2. The early release days for fall conferences will move to December 10, 17, and January 7 and 14. The PD day scheduled for December 3 will remain a PD day. The originally scheduled parent conference early release days on October 15, 22, 29 and November 5 will be adjusted to full school days. Staff will schedule parent conferences and will not be eligible for loss of prep time on such dates. The middle school early release PD days will move to December 10 and 17, and January 14. For more information [here is a calendar breakdown](#).

L. REVISITATION AND MODIFICATION

1. The Parties reserve their rights regarding subjects that are within their purview. In light of the uncertainty of the situation, should the circumstances change during the course of this Agreement, the Parties may revisit the terms of this Agreement and through negotiations agree upon modifications.

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

FRAMINGHAM SCHOOL COMMITTEE

BY:

Adam Freudberg, Chair, District 4

Tiffanie Maskell, Vice Chair, District 7

Priscila Sousa, Clerk, District 5

Beverly Hugo, District 1

Karen Dempsey, District 2

Scott Wadland, District 3

Geoffrey Epstein, District 6

Jessica Barnhill, District 8

William LaBarge, District 9

FRAMINGHAM TEACHERS ASSOCIATION

BY:

Christine Mulroney, FTA President