

MEMORANDUM OF AGREEMENT
FULL IN-PERSON INSTRUCTION 5 DAYS PER WEEK DURING COVID-19

This **MEMORANDUM OF AGREEMENT** (hereinafter the “20-21 In-Person MOA”) is entered into and 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 (paraprofessionals), and Unit S (secretaries) to establish further protocols in response to the coronavirus pandemic (hereinafter “COVID-19”) with regard to the reopening of schools for full time in-person instruction five days per week .

WHEREAS the Committee and Association are parties to Collective Bargaining Agreements for Units A, T, and S. Unit S Agreement is for the period of July 1, 2018 through and including June 30, 2021, and the Agreements for Unit A and T is for the period of September 1, 2018 through and including August 31, 2021. All Agreements shall remain in full force and effect, except as expressly modified herein; and,

WHEREAS, the Committee and Association are parties to an MOA pertaining to the 2020 Fall Reopening of School, which shall remain in full force and effect, except as expressly modified herein, through and including June 30, 2021; and,

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 alternative learning models for Remote Learning, a Hybrid model, and In-Person Instruction, that prioritized in-person instruction to all students; and,

WHEREAS, on March 5, 2021 the Board of Elementary and Secondary Education granted the Commissioner the authority to determine when Hybrid and Remote models, in whole or part, will no longer meet the minimum school year and structured learning time requirements. An accommodation has been provided for parents/guardians to choose to have their children learn remotely for the remainder of the school year; and,

WHEREAS, pursuant to Massachusetts General Law Chapter 150E, the Committee and the Association have negotiated the student return to full-in person instruction, 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:

1. The target date for elementary school students to attend full time in-person instruction five (5) days per week is April 5, 2021.

2. The target date for middle school students to attend full time in-person instruction five (5) days per week is April 28, 2021.
3. The target date for high school students to attend full time in-person instruction five (5) days per week has yet to be established by DESE; as such, the current model of instruction at the high school shall continue until such time that further information on a target date will be issued by DESE.
4. Effective April 5, 2021, the Committee shall reduce the masked distance to three (3) feet apart, with students facing the same direction. The three (3) foot distance is measured “seat edge to seat edge” front to back and side to side. All efforts will be made to maximize such distance up to six (6) feet.
5. Educators will not be required to be less than six (6) feet from adults and students, except as required from time to time while travelling the building or by the nature of individual job duties and responsibilities, including but not limited to hand-over-hand instruction, toileting, feeding, and physical restraint.
6. Staff may request added PPE; requests will be considered on a case-by-case basis. Requests will not be unreasonably denied.
7. Any primary educator using a classroom who wishes to review the lay-out of their room with a building administrator or their designee shall be afforded such opportunity prior to April 5, provided that such designee is not a member of the Association.
8. The District will explore alternative spaces in cases where physical distancing as prescribed by this MOA cannot be met.
9. Students shall remain six (6) feet apart when not wearing masks; all options for alternative building and grounds space will be considered prior to deciding that a classroom shall be used for meals and/or mask breaks.
10. In order to facilitate such distancing the Committee shall provide each school with opportunities for outdoor seating where feasible.
11. Where possible, Classroom Supervisors will assist staff members to monitor students during unmasked times.
12. Pool testing will continue to be provided for any in person students as well as PCR testing for staff. Participation will be strongly encouraged.
13. The FPS dashboard will be updated daily during the work week to show the number of daily positive cases. The District will also provide the number of students being tested in each school each week.

14. Staff who need to quarantine due to a school-based exposure may request teleworking accommodations, which shall be granted at the sole discretion of the administrator.
15. On a case-by-case basis where a vaccination takes place during work hours, the educator and building administrator will seek to arrange partial coverage so that full days of school are not missed if a staff member cannot secure a weekend or after-hours appointment, provided such a decision is at the sole discretion of the administrator. In such cases proof of documentation may be required from the employee. Otherwise, accrued sick or personal time will need to be used.
16. The Committee shall support the expedient vaccination of all school staff who want to receive vaccination and, when available, will provide vaccination administration directly to the schools, District, and/or municipality.
17. Those educators who cannot be vaccinated for a documented medical reason(s) will be prioritized for remote positions through the end of the school year.
18. Framingham Public Schools does not mandate COVID-19 vaccinations for its employees.
19. Employees who took an unpaid leave for the remainder of the year will be considered for a return on a case-by-case basis at the full discretion of the building administrator if their personal situation has changed, and they are able to return to work.
20. Prior to April 5th the Committee will inform all families that the full in-person instructional model during COVID19 will not be the same as the pre-pandemic model as educators will continue to teach students in person and remote at the same time.
21. The Committee will grant educators a half asynchronous day for remote students the first day of full in person learning.
22. This Agreement shall neither establish a practice nor set a precedent to any modified working condition herein.
23. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
24. This Agreement shall be effective upon execution through and including June 30, 2021.
25. The Parties reserve their rights regarding subjects that are within their purview. If guidance is amended by DESE or there are regulatory changes by the Commonwealth of Massachusetts, the Parties agree to revisit the terms of this Agreement and through negotiations agree upon modifications.
26. This Agreement shall not be modified except for in writing and by mutual agreement and consent of both Parties.

27. This Agreement is subject to ratification by the Committee and the Association. The signatories hereto agree to use their best efforts to obtain such ratification.

28. This Agreement may be signed in counterparts, which together shall constitute an original. The Parties agree that electronic signatures or signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

FRAMINGHAM SCHOOL COMMITTEE

FRAMINGHAM TEACHERS ASSOCIATION

Adam Freudberg, Chair **date**

Christine Mulrone, FTA President **date**

Jessica Barnhill **date**

Lori Brockway **date**

George Epstein **date**

Laurand Bryant **date**

Richard Finlay **date**

Sarah Guernsey **date**

Beverly Hugo **date**

Justine Peterson **date**

William LeBarge **date**

Linda Briggs Renault **date**

Tiffanie Maskell **date**
date

Maria Sequenzia

Priscila Sousa **date**

Stacey Wilgoren **date**

Scott Wadland **date**

Lisa Zanella **date**