

## Memorandum of Agreement Between

The Fitchburg Public Schools and Fitchburg Education Association

For Work Responsibilities during COVID-19 Emergency (2019-2020 School Year)

The Public Schools of Fitchburg (FPS) and the Fitchburg Education Association (FEA) understand that this national emergency is a time of great stress, and are committed to working closely and collaboratively together in the best interests of all of our students, families, and staff.

Per the statement made by the Department of Elementary and Secondary Education (DESE) in the Commonwealth of Massachusetts.

*"Although schools must suspend in-person educational operations, staff should be planning for how best to equitably provide alternative access to student learning opportunities during this period and potentially beyond."* Additionally, DESE has developed a short list of guiding principles for their priorities as an educational community in the coming weeks, as well as specific recommendations regarding remote learning.

During this emergency, both the FPS and the FEA will do the best that they can to provide alternative access to student learning opportunities (including remote learning modes), and to sustain learning, in the context of the challenges posed by the global pandemic. We recognize that all stakeholders are facing a wide range of personal and professional challenges, and the FPS and the FEA are committed to working together to establish a collaborative and supportive working environment for staff, and educational experiences for students.

### DISTRICT RESPONSIBILITIES

The Fitchburg Public Schools agrees to provide full pay to all employees represented by the FEA and recognized by the collective bargaining agreements between the FPS and All units represented by the FEA at the same intervals that they expected to be paid for the remainder of their work year regardless of whether school is in session including longevity and stipends for work that is able to be performed in a similar manner during the closure and agreed by the FPS and FEA.

Employees shall receive this pay only and shall not be eligible to receive any additional compensation for any work performed or professional development attended during the school closure. Days during any school closure due to the COVID-19 emergency shall be considered work days for all employees, except for the number of make-up days as may be required by the Massachusetts Department of Elementary and Secondary Education/Commonwealth of Massachusetts.

FPS and the FEA using guidance from the DESE is in the process of developing and providing educational opportunities, engagement, and enrichment to Fitchburg students, including remote learning options. The FPS will oversee and support the coordination of learning activities, communications, materials, and technology access, as well as specialized services.

During the school closure supervisory relationships shall remain in place. The parties agree that no employee shall be evaluated on work performed during the school closure. The parties understand that, due to the mandatory school closures resulting from state and municipal Declarations of Emergency, FEA members are being asked to use their work days to engage in new modes of work. FPS is committed to providing encouragement and support for educator autonomy, creativity, and collaboration in their work during school closures. FEA members shall engage in the work, beginning March 30, 2020, outlined below to the extent possible given that they may be ill or need to care for others. Staff engagement will be monitored by administration.

If feasible, FPS will designate restricted area(s), date(s) and time(s) during which FEA members can enter school buildings to retrieve materials and equipment necessary for their work, unless prohibited by local public health authorities, state or federal authorities.

FPS is committed to the right to privacy for all FEA members. If any employee becomes ill and is unable to fulfill their work responsibilities, they will notify their building principal and/or supervisor and report their absence via phone or email.

From March 30, 2020 until May 1, 2020 employees shall be held harmless for reporting absences (including but not limited to: the use of sick leave; use of family sick leave, need for medical documentation; and disciplinary or supervisory action).

This does not include employees who, prior to March 17, 2020, were on unpaid leave, or employees who were on paid medical or parental leave. The former will continue on unpaid leave, the latter will continue to use their accumulated sick days or sick leave bank days until the end of their scheduled absences or when an employee is cleared to return to work. Any employee who begins a medical leave on or after March 31, 2020 shall be entitled to the contractual rights regarding use of sick leave.

Part-time employees shall engage in the below-referenced activities for the number of hours proportional to their part-time status. No employee is authorized to perform work on an overtime basis unless agreed upon in writing by a Supervisor in advance.

The district level Administration will determine how student engagement will be assessed. We will not be engaging in traditional letter grading or standards based grading for the remainder of the school year. The FEA and FPS will review a potential grading process if and when upon our return to school this school year.

The FPS and FEA shall continue their discussions regarding the current health emergency. As the status of the health emergency progresses, the FPS and the FEA will discuss the transitions associated with a return to work as needed.

## All FEA members responsibilities

- All FEA members should create the opportunity to connect with students multiple times per week via phone, email or other district approved platform. For students who are at higher risk of learning loss, such as students with disabilities or English learners, it is recommended that special educators, ELL teachers and para educators in coordination with general educators, provide additional opportunities for connection. Collaboration among all FPS staff is encouraged and recommended.
- Bring any student concerns to their Principal and/or Supervisor; and maintain their obligations as a mandated reporter pursuant to Massachusetts law. If a student or family has not engaged in any communication or learning activities over the course of one week you will alert your building administration.
- Monitor emails from staff, students or family daily and respond to emails from staff, students and family in a timely fashion within (24 hours during working week).
- Participation in approved online training/professional development for the purposes of facilitating learning during this school closure is encouraged.
- Comply with reasonable directives from their Principal and/or Supervisor.

## Unit A - Teachers responsibilities

- Recognizing the need for flexibility of all students, we recommend that educators and related service providers support students to engage in meaningful and productive learning and activities for approximately half the length of a regular school day. We expect this learning to take place via a combination of educator-directed learning and student self-directed learning.
- Students should be given access to academic content directed by educators, which should focus on reinforcing skills already taught this school year and applying and deepening those skills.  
To the extent practicable, teachers shall provide feedback on student work completed. Staff should keep track of student participation and work completed.
- Students time each day should include physical activity based on recommendations from the physical education and health teachers.
- Students time each day should include time for enrichment activities such as art and music based on recommendations from the art, music, band, and theater teachers.
- Examples of remote learning tools include large-group video or audio conference calls, 1:1 phone or video calls, email, projects, reading lists, online learning platforms, and other non electronic and electronic resources to effectively engage with students. All

grade levels will be allowed the reasonable use of technology to implement distance learning.

- Participate in grade level meetings/building general meetings/ student concern meetings and special education staff meetings virtually or by conference call as scheduled by staff/agreed upon between management and staff

## UNIT A: Guidance, Social Adjustment Counselors, Clinical Interventionist responsibilities

- Communicate with students in their caseloads, and provide remote guidance, social work, and other support to students in their caseloads.
- Provide remote guidance and support on matters pertaining to scheduling, course advising, college advising or other personal or educational issues that may arise during school closure. Work with students and families regarding applications and acceptance to private schools colleges or transfers as educators would under normal conditions in their buildings.
- Participate in special education IEP team meetings and meetings as needed.

## Paraprofessionals responsibilities

- Provide remote support to students on their caseload in coordination with general educators and special educators on an as needed basis, during regular school hours as requested by building administration.

## Clerical responsibilities

- Management will make arrangements for clerical staff to work from home.
- Perform normal operations, including but not limited to, maintaining all databases on a current basis, and create schedules for SY21, to ensure school/district business can function.
- Be accessible to periodic check-ins with building administration as needed.

## Custodial responsibilities

- On a rotating basis, one custodian per building will report for an up to 8 hour shift Monday - Friday and will receive up to 8 hours of comp time in addition to their regular pay.
- Building checks on weekends will follow current rotation.

*This agreement will end at the conclusion of the 2019-2020 school year or when the 2019-2020 school year school closure ends, whichever occurs first, and does not set precedent and may be reopened for negotiations if closure continues past May 4, 2020.*