

**Memorandum of Agreement
Between the Canton School Committee and the
Canton Teachers Association Units A and E**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Canton School Committee (hereinafter “the Employer” or “School Committee”) and the Canton Teachers Association (hereinafter “the CTA”) to outline changes in working conditions related to the school reopening plan for the 2020-2021 school year. The term “employee” as used herein refers to all members of Unit A and Unit E; the term “Educator” to members of Unit A; and the term “Educational Support Personnel” or “ESP” to members of Unit E.

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.
2. As directed by the Department of Elementary and Secondary Education (DESE) for the 2020-2021 school year, the Canton Public Schools (“District”), developed a Reopening Plan with three models (full in-person with modifications, hybrid learning model, and remote learning model) with the understanding that throughout the year the District might need to transition between models based on changes in local public health metrics.
3. The CTA and the Employer met and negotiated over changes to working conditions pursuant to M.G.L. c. 150E associated with these models.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties agree as follows for the 2020 – 2021 school year:

1. **REDUCED STUDENT YEAR AND PROFESSIONAL DEVELOPMENT AND PREPARATION.**
The Employer shall adjust the student academic year from 180 days to 170 days as allowed by DESE in order to allow employees to participate in professional development, planning, collaboration, and training on safety protocols relating to COVID-19. Employees shall also spend a portion of this time discarding outdated materials and supplies and nonessential items currently in their classrooms to allow for clearing of the uninvents and to make more room for social distancing. The Superintendent has the discretion to provide for such activities in-person or remotely,

depending on the nature of the activity. The Superintendent has designated the following: Employees will have the option of working onsite or at home during the first eight workdays (September 1-4 and September 8-11). All employees assigned to the Continuum/Hybrid model will work onsite on September 14 and 15. PD during this period will be focused on new technology, Learning Management Systems, Digital Educator Toolkits, Safety, Social and Emotional Learning, and Issues of Equity. The contractual PD days will be inserted into the work year, with priority given to insertion at the time of transitioning between models as provided within Paragraph 3 below.

2. REOPENING PLAN/MODELS. Beginning September 16, the District will begin the required 170 days of student instruction using the models designated by the Employer. The School Committee has approved the Reopening Plan with the intent of opening school for students on September 16 using the following models:

(a) Beginning on September 16 and until further notice, students whose parents have requested a fully remote option will begin participating in a program known as the “Remote Learning Pathway” or “RLP,” using Remote Learning 2.0 (as described in Paragraph 6 below.)

(b) The term “all students” in the subsections below refers to those students who are not participating in RLP.

(1) September 16, 17, and 18: All students will participate in Remote Learning 2.0, with the exception of the afternoon of Wednesday, September 16, when students will participate in asynchronous learning.

(2) September 21 – 25: All students will continue with Remote Learning 2.0, with the exception of Wednesday afternoon, when they will participate in asynchronous learning, with exceptions for the following student groups:

All students who have been designated students with special circumstances Category I (all grade levels) will be onsite for in-person instruction/services 4.5 days. On Monday, Tuesday, Thursday, and Friday students will be in school full time. On Wednesday morning, students will have in-person learning/services and will participate in asynchronous learning that afternoon.

All students entering kindergarten and grade 6 will be onsite for in-person instruction for full days on Monday, Tuesday, Thursday, and Friday. These students will participate in Remote Learning 2.0 on Wednesday morning and in asynchronous learning that afternoon.

All grade 9 students will be onsite for in-person learning using a hybrid model, by which Cohort A will attend on the mornings of Monday and Tuesday (September

21 & 22) and Cohort B will attend on the mornings of Thursday and Friday (September 24 & 25). Grade 9 students will be dismissed after their last in-person hybrid class and will re-engage with their afternoon classes remotely. Teachers will remain onsite for these afternoon classes. On Wednesday, September 23 grade 9 students will participate in Remote Learning 2.0 in the morning and in asynchronous learning that afternoon.

(3) September 29 (no school on September 28) and until further notice:

Designated Category I students (all grade levels) with special circumstances will continue with in-person learning/services onsite on a full-time basis up to 4.5 days per week (as described above), with asynchronous learning on Wednesday afternoons. All Unit A Educators who are assigned to be onsite 4.5 days per week will not have duties assigned to them except for on Wednesdays.

Category II students (all grade levels) with special circumstances will be onsite for in-person instruction for full days on Monday, Tuesday, Thursday, and Friday. Category II students with special circumstances will participate in Remote Learning 2.0 on Wednesday mornings and asynchronous learning on Wednesday afternoons.

All other K-8 students will participate in a hybrid model, by which groups of students (Cohort A and B) alternate in-person learning for two full days each week with remote participation in their onsite class for two full days each week. These students will participate in Remote Learning 2.0 on Wednesday mornings and in asynchronous learning on Wednesday afternoons.

All other grade 9-12 students will participate in a hybrid model, by which groups of students (Cohorts A and B) will alternate in-person learning two days per week with remote participation in their onsite classes two days per week. Students will be dismissed after their last in-person hybrid class and will re-engage with any remaining classes remotely. Teachers will have discretion to remain onsite for the full workday or work remotely after students are dismissed on these days. Grade 9-12 students will participate in Remote Learning 2.0 on Wednesday mornings and in asynchronous learning on Wednesday afternoons.

On Wednesday afternoons employees working with all student groups/grade levels will engage in Principal-designed planning and collaboration.

Inherent in the Reopening Plan is the full understanding that a “Continuum” of model options allows shifts from the current format to other models as provided in Paragraph 3 below.

- 3. TRANSITION AMONG MODELS.** Other than the RLP, all models are designed to serve as a “Continuum,” thus allowing for transition among models based upon community infection rates and trends as well as individual circumstances that may arise within the District or a particular building. In determining if and when students will transition between a hybrid model, a fully remote model and a full in-person model with modifications, the Employer will work in collaboration with the Canton Health Department and Board of Health. There is no single metric, but a combination of metrics and information from the Canton Health Department that will help with the most specific understanding of school situations and metrics for tracking data on COVID-19, including:

- Trend of daily count of positive cases
- Positivity rate
- Contact tracing
- R-number
- School absences (students and staff)

DPH COVID-19 Metrics set forth in Dashboard and Commissioner’s On the Desktop will be considered. The District will also consider local (Canton), regional and statewide metrics.

- 4. WORK LOCATION.** All employees will work onsite on September 16, 17, and 18. Thereafter, employees will work onsite when providing in-person instruction as part of the hybrid model. When providing remote instruction on Wednesday mornings and participating in Principal-designed planning and collaboration on Wednesday afternoons, each as part of hybrid model, employees will have the option of working onsite or from home. Further, when providing remote instruction, whether during the week of September 21-28, as part of the RLP, or in the event the District later transitions to a remote model for most (and perhaps all) students, employees will work onsite at least one day each week and will have the option of working onsite or from home on the remaining days of the week. Employees will work with the Principal to schedule their onsite/at-home days. It is understood that in order to work from home, the employee must have a dedicated workspace that can reasonably serve as a teaching/learning space that is free from disruption and from physical and visual distractions.

Exceptions will be made (a) in the event an entire building or the portion of the building to which the Educator is assigned is closed by the Employer or by order of state or local officials and (b) in the event other space limitations arise that preclude social distancing, as determined by the Principal. Exceptions will also apply to employees who are given preferential assignment to the RLP in accordance with Section 5 below.

5. **PREFERENTIAL ASSIGNMENT.** Depending on student interest and need, the District anticipates having a limited number of assignments within the RLP, which may reasonably be performed offsite on a consistent basis. To the extent one or more such assignments exist, the Employer will give first priority to an Educator who is both qualified for the particular assignment and who has a medical condition that carries increased risk of complications relating to COVID-19 and will give second preference to an Educator who is both qualified and resides with a family member who has a medical condition that carries increased risk associated with COVID-19. The Superintendent or designee shall have the discretion to require medical certification for medical conditions under this paragraph and shall have sole discretion in making assignments for all employees. Further, any posting or timeframe for notice of assignments set forth in the Collective Bargaining Agreements shall not apply to assignments for the 2020-2021 school year. In the event there are no RLP assignments available for a particular employee who is medically compromised, the District will consider whether there are other reasonable accommodations that may be provided.

6. **INSTRUCTION.** The following apply to all classroom Educators, whether providing in-person learning or Remote Learning 2.0: (a) adherence to assigned schedule (b) meeting with each class at the assigned time (c) engaging in synchronous instruction with students for the length of each period (for MS and HS) and for the length of the student day (for Elementary). Lunch and Educator preparation periods will be built into the schedule. The following applies to Remote Learning 2.0

Fully Remote: When providing synchronous instruction as part of a fully remote class/activity, whether within the RLP; at transition to full remote for most students as a part of the Continuum; on Monday, Tuesday, Thursday, and Friday afternoons at the High School within the hybrid model; or on Wednesday mornings within a hybrid model for most students, the Educator must introduce the lesson to the entire class and may then provide students with an activity to be completed independently or in small groups so long as the Educator remains engaged with students throughout the activity/period/day. Each class or activity must have a concluding synchronous communication that brings the entire class together.

Hybrid Remote for HS/MS: When providing synchronous remote instruction as part of a hybrid model by which students are participating remotely in their onsite class at the MS and HS level, after introducing the lesson, Educators may provide students with an activity to be completed independently or in small groups, with periodic check-ins during the period as appropriate to the activity. Each class or activity must have a synchronous concluding communication that brings the entire class together. High School teachers may have Remote Learning Pathway students assigned to their hybrid/Continuum classes.

Hybrid Remote for 3-5: Two ESPs or professional staff will be assigned to support each grade level team. When providing synchronous remote instruction as part of a hybrid model by which students are participating remotely in their onsite class at the 3-5 level, after introducing the lesson, Educators may provide students with an activity to be completed independently or in small groups but must ensure that the Educator, ESP or other staff member remains available to and engaged with students throughout the activity. Each class or activity must have a concluding synchronous communication that brings the entire class together.

Hybrid Remote for K-2: An ESP will be assigned to each classroom at this level. When providing synchronous remote instruction as part of a hybrid model by which students are participating remotely in their onsite class at the K-2 level, after introducing the lesson, the Educator may provide students with an activity to be completed independently or in small groups but must ensure that the Educator, ESP or other staff member remains available to and engaged with students throughout the day. Each class or activity must have a concluding synchronous communication that brings the entire class together.

7. **MEETINGS.** Faculty and departmental meetings and other meetings provided for in the Collective Bargaining Agreement will be held at their regularly scheduled times. Most will be held virtually using Google Meet, Zoom or other visual platform, provided that Principals may provide an in-person option. In cases of IEP, 504 and other meetings with parents/guardians/families, the District will make every reasonable effort to schedule these meetings virtually. In circumstances involving in-person meetings, protocols such as social distancing and mask requirements will be implemented.
8. **EXTRA-CURRICULAR ACTIVITIES AND ATHLETICS.** The parties acknowledge that some extra-curricular activities and athletics may not occur during 2020-2021 school year. In the event they are scheduled at a future date, the parties agree to meet and negotiate over terms and conditions of employment, particularly relating to safety, prior to implementation of these activities. Stipends will be prorated for activities that are reduced in length or scope in the following manner:
 - a. If 50% or more of the season or activity occurs, the full stipend will be paid.
 - b. If 25% of the season or activity occurs, the stipend will be reduced by 50%.
 - c. If the season or activity is cancelled within four weeks of (whether before or after) commencement of the season, the stipend will be reduced by 75% to acknowledge the planning and preparation that takes place prior to the start of the season or activity.
 - d. If the season or activity is cancelled prior to four weeks from commencement of the season or activity, no stipend will be paid.
9. **EVALUATIONS.** The negotiated evaluation language will be implemented in full for all

employees, provided that the Ad Hoc Evaluation Committee as defined by the Unit A contract will meet to determine new dates for the evaluation process as provided by April 2020 Memorandum of Agreement between the parties. The Ad Hoc Evaluation Committee may also consider other procedural adjustments based upon factors that may arise from time to time. When working offsite or when teaching remotely onsite, upon request of an evaluator, employees will provide access to Google Meet and/or Zoom, and other platforms, such as their Learning Management System, used for instruction. The process will include observations and formative and summative reports as provided by the regular process. The Evaluator will take into consideration the changing circumstances due to the COVID-19 pandemic and the changing nature of the delivery of education throughout the evaluation process. In addition, due to the varied formats of teaching and learning including remote, hybrid and in-person models, evaluation may include reflective conversations between educators and their evaluators. Conversations will focus on planning for well-structured units and lessons that engage students, addressing power standards, providing safe and collaborative learning environments, teaching all students with high expectations, and making adjustments to practice to meet the novel needs of students in a remote or hybrid learning environment. Unit E will be evaluated according to the Unit E contract and will make any necessary adjustments through the Ad Hoc Evaluation Committee.

- 10. SAFETY PROTOCOLS.** The District will adhere to Canton Public Schools Safety protocols, which can be found at www.cantonma.org. They are incorporated herein by reference, with the understanding that they may be updated as appropriate based on guidance from local and state officials. Further, the parties agree that (a) outside visitors to all school buildings will be strictly limited, until full in-person school resumes in accordance with state guidelines and (2) both staff and students (with the assistance of parents) will complete a daily self-screening tool related to COVID-19, including temperature checks, prior to entry.
- 11. BUILDING SAFETY.** The Employer contracted 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 and ASHRAE standards for the reopening of school. The Employer will comply with recommendations made by the Independent Contractor as necessary to comply with such standards. In the event that recommendations cannot reasonably be implemented for all spaces prior to employees entering the buildings as required on September 14, the Employer will assign employees to use only those space that have passed inspection. In the event there is not sufficient space available for all employees as necessary to allow for social distancing, some employees will be assigned to work from home for a limited period of time.
- 12. HYGIENE AND CLEANING PROTOCOLS.** The District will adhere to Canton Public

Schools Cleaning and Operations 2020-2021, which can be found at www.cantonma.org and are incorporated herein by reference, with the understanding that they may be updated appropriately in accordance with guidance from state and local officials.

- 13. SELF-SCREENING.** Employees shall be responsible for self-screening and reporting COVID-19 symptoms to the Nurse Leader. Such symptoms can be found in the Canton Public Schools Protocols for Responding to COVID-19 Scenarios, which can be found at www.cantonma.org; They are incorporated herein by reference, with the understanding that they may be updated appropriately in accordance with guidance from state and local officials. In the event of such symptoms, the employee should not report to work and should contact a healthcare professional for additional directions on testing, isolation, self-quarantine and/or alternative diagnosis. The Employer shall reimburse the employee of the cost of such test to the extent not covered by the employee's health insurance or other program. Employees shall quarantine as provided in DESE protocols found at Canton Public Schools Protocols for Responding to COVID-19 Scenarios.
- 14. EMPLOYEE INFECTION.** In the event an employee tests positive for COVID-19 or is in "close contact," as defined by Canton Protocols for Responding to COVID-19 Scenarios, with someone who has tested positive, the employee shall immediately report the matter to the Nurse Leader. The employee must not report to work and must cooperate with all tracing and testing protocols. The Employer shall reimburse the employee of the cost of such test to the extent not covered by insurance or other program.
- 15. PAID SICK TIME DURING QUARANTINE.** Absent illness that precludes performance of work at home, the Employer will assign remote work to the extent available, with the understanding that such work may differ from the employee's regular onsite assignment, and the employee will receive his/her regular pay for the day. If symptoms preclude working at home, the employee may access ten days of paid leave under the Families First Coronavirus Response Act (FFCRA), which is not deducted from sick leave, and the employer will supplement this with paid leave to ensure full pay. Furthermore, in the event the COVID-19 exposure can reasonably be traced to onsite work within the District, the Employer shall continue the employee's pay without deduction from sick leave, until and unless the employee qualifies for worker's compensation. If an employee is required to care for a household member who is quarantining, the employee may access ten days of paid leave under the FFCRA, which is not deducted from sick leave, and the employee may supplement the FFCRA payment with paid leave available to the employee under the applicable Contract in caring for immediate family in order to ensure full pay for those ten days. In the event that U.S. Congress does not extend the FFCRA beyond December 31, 2020, the Employer will allow use of the ten days otherwise provided by FFCRA through June 30,

2021 In all other cases of illness or quarantine, the employee may draw on any paid sick leave available to him/her under the Contract.

- 16. PERSONAL PROTECTIVE EQUIPMENT.** The Employer shall provide at no cost to employees all personal protective equipment in accordance with DESE Guidelines of Safety Equipment as related to their work assignment. This document can be found here: <https://5il.co/imi0> Further, the Employer will provide 10 masks for each employee per week and will have one mask available for each student onsite each day. In addition:
- a. The Employer will provide non-latex, powder-free medical grade gloves if deemed appropriate to the employee's role, with the understanding that the employee must first receive training from the Nurse Leader on the use of such gloves tailored to the employee's particular role.
 - b. Masks must be worn by all people in school buildings, with the understanding that (1) regular mask breaks will be provided, including but not limited to during snack and meal times; (2) individuals need not wear masks when alone in their classrooms or offices; and (3) medical exemptions will be provided. Where a medical exemption has been granted, the District will work with employees and/or students on an individual basis to determine alternative means for providing for the safety of all.
 - c. Nurses will be provided with fitted N95 masks, gowns, and other appropriate protective equipment.
 - d. Appropriate and adequate training on the proper use of personal protective equipment will occur prior to students returning to school buildings.
- 17. ONGOING SAFETY.** In the event that either the CTA or the Employer feel that the provisions of this Agreement are frequently not being adhered to such that staff or students are at risk, a meeting will immediately be convened for the purpose of discussing the issue and finding a safe, mutually agreeable resolution to the same. The Parties agree to maintain constant contact for the purposes of ensuring that the safety practices outlined herein are followed as a matter of routine.
- 18. TECHNOLOGY.** The Employer shall provide all employees with adequate technology and equipment to support teaching and learning while onsite or at home in the event of a mandated school closure or in the event the employee has been preferentially assigned to the RLP as provided in Paragraph 5. While the Employer will allow employees who elect to work from home to use District equipment if available, such employees are otherwise responsible for providing their own technology and equipment equivalent to that available to them onsite. The Employer shall also

provide ongoing training on all technology and equipment as needed. Training will be differentiated to accommodate the experience and needs of the employees.

- 19. RESPONSIBLE USE AND ACCEPTABLE USE POLICIES.** The Employer will implement a Responsible Use Policy for Students that parents must acknowledge on behalf of their students and will further disseminate Video Conference Guidelines that prohibit recording of video conferences. The Employer will also implement an Acceptable Use Policy for staff that includes a policy prohibiting the recording of video conferences. Violations of these policies will result in clearly defined repercussions.
- 20. JOINT LABOR MANAGEMENT COMMITTEE.** A joint labor management committee will be formed and active for the duration of this agreement. The committee will consist of two members appointed to the CTA and two members appointed by the Employer. The charge of this committee will be to address ongoing health and safety conditions and concerns related to the COVID-19 pandemic throughout the duration of this agreement. In addition to the JLMC relating to health and safety conditions as outlined above, the Superintendent and CTA President may agree to form ad hoc joint committees to address particular issues as they may arise. Any new agreements reached shall be reduced to writing and may be subject to ratification by both parties.
- 21. RETIREMENT.** The Employer will waive the deadline for Educators to notify the district of their intent to retire on June 30, 2020 for the purpose of receiving sick leave buyback under Article XIV, Section J of the Unit A Collective Bargaining Agreement.
- 22. 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 24.
- 23. 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.
- 24. TERM.** This agreement shall be effective upon execution through and including June 30, 2021. Canton Public Schools Safety Protocols, including the Canton Public Schools COVID-19 Cleaning and Operations 2020 and Canton Protocols for Responding to COVID-19 Scenarios, are each incorporated herein by reference, with the understanding that they will be updated if appropriate based upon guidance from local and state officials. The Superintendent will keep the CTA leadership apprised of such updates. In the event the updates involve changes to terms and conditions of employment, the Employer will bargain over such changes upon request. Further, in the event there are changes to guidance from DESE or state or local health officials or in the event there are regulatory changes by the Commonwealth of Massachusetts, the parties agree to meet and negotiate changes to this agreement that are consistent

with such guidance/regulation. This agreement may be extended beyond June 30, 2021 by mutual agreement of the parties in writing.

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

For Canton Public Schools:

For Canton Teachers Association:

Kristin Mirliani, Chair
Canton School Committee

Yan Yii, President
Canton Teachers Association

Date

Date

Jennifer Fischer-Mueller, Superintendent
Canton Public Schools

Date