

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 Association" or "the CTA") to outline changes in working conditions related to the school reopening plan for the 2021-2022 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.

The parties acknowledge that the Reopening Model is a return to a full in-person schedule, with all Employees expected to work onsite. The parties further acknowledge that as of the date of this agreement, DESE has mandated that remote instruction not count under state regulations for the purpose of the 180-day minimum student year and "time on learning." Therefore, any day of school (or class) closure must be made up. In the event DESE adjusts this mandate and the need for moving to full-remote or hybrid instruction on a class-wide or school-wide basis arises, the parties will meet to address working conditions relating to this change. Under such circumstances the Superintendent may implement full-remote or hybrid instruction on an interim basis until bargaining can be completed, using principles outlined by DESE and governmental health agencies. In the event of such implementation, the Superintendent shall provide Employees with as much advance notice as is feasible under the circumstances.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties agree as follows for the 2021 – 2022 school year:

1. SAFETY PROTOCOLS. The District will create and make publicly available school safety protocols, and shall implement those protocols. The protocols shall be incorporated herein by reference, with the understanding that they may be updated as appropriate based on guidance from local and state officials. CTA Leadership shall be informed of all changes to safety protocols.
2. BUILDING SAFETY. The Employer shall contract with an independent engineering firm (Independent Contractor) to conduct Air Quality Assessments for all buildings. Assessments shall be done quarterly, and shall be shared by the district with the Association within 10 business days of receipt of the reports from the Independent Contractor. The standard for adequate ventilation shall be less than 800 ppm (parts per million) carbon dioxide in a fully occupied room. The Employer shall remedy all building safety problems as soon as possible and shall keep both CTA leadership and the impacted Employees apprised of progress. Employees may report building safety concerns to the Employer. The Employer shall investigate all reported problems within 5 business days of the report, and shall inform the reporting Employee of its findings.
3. HYGIENE AND CLEANING PROTOCOLS. The District shall create, implement, and publicly share cleaning protocols for the 2021-2022 school year. The guidelines are incorporated herein by reference, with the understanding that they may be updated appropriate in accordance with

guidance from state and local officials. The Employer shall provide all hygiene and cleaning products, including soap, hand sanitizer, paper towels, sanitizing spray, sanitizing wipes, and tissues, and shall provide clear directions to all Employees about how to report the need for more of any of these items. Should there be a shortage of any of these items, the Association leadership shall be informed of the problem and the district's proposed remedy. Employees shall not be required to perform cleaning duties normally reserved to custodial staff.

4. VACCINATION. All Employees are expected to provide proof of full vaccination against COVID-19. Any Employee who does not provide proof of full vaccination is required to undergo COVID-19 testing to be provided by the Employer and to wear a KN95 (or equivalent high-grade surgical mask) inside at all times, except when eating or drinking. The frequency of the required testing will be determined by the Superintendent in consultation with the Canton Department of Public Health.

No later than five days following the ratification of this agreement, all Employees must provide the Director of Human Resources with documentation of their vaccination status, whether that be a photocopy of a vaccination card or a statement of their agreement to undergo COVID-19 testing, using a form to be provided by Human Resources. It is understood that information regarding an individual's vaccination status will be shared only with those who require the information in order to implement this Agreement and will not be released to the public unless such release is required by law.

If a booster dose is recommended by the Center for Disease Control (CDC) or the Massachusetts Department of Public Health (MA DPH) and becomes available to Employees, the parties shall convene to bargain over any terms and conditions of employment relating to such booster dose.

5. SELF-SCREENING/EXPOSURE. Employees shall be responsible for reporting COVID-19 symptoms to the Nurse Leader or her designee. The Employer shall provide a list of COVID-19 symptoms which staff should self-screen for each day. In the event an Employee is experiencing such symptoms or comes in "close contact" with someone who has tested positive for COVID-19 (as defined by Canton Public Schools Protocols for Responding to COVID-19 Scenarios SY 2021-22, as may be amended from time to time ("Response Protocols"), the Employee is responsible for immediately reporting the matter to the Nurse Leader and following the Response Protocols. The Employer shall reimburse the Employee of the cost of any necessary COVID-19 test to the extent not covered by the Employee's health insurance or other program.

Should the Employer become aware that any Employee, including an Employee who is fully vaccinated, has been exposed to someone in the workplace who is COVID-19 positive, the Employer shall notify the Employee as soon as possible.

6. EMPLOYEE INFECTION. In the event an Employee tests positive for COVID-19, the Employee shall immediately report the matter to the Nurse Leader or her designee. The Employee must not report to work, must cooperate with all tracing protocols, and must follow the

Response Protocols. The Employer shall reimburse the Employee of the cost of any necessary COVID-19 testing to the extent not covered by insurance or another Program.

7. TIME OFF RELATING TO COVID.

- a. Employees who are close contacts of individuals who test positive for COVID or who themselves experience symptoms of or test positive for COVID-19 are expected to follow the options available under the Response Protocols that minimize the Employee's time out of work (e.g., obtain and maintain full COVID vaccination status, participate in "Test and Stay," seek testing, or consult with a physician, each as applicable to the circumstances). So long as the Employee has followed the applicable provisions of the Response Protocols that minimize time out of work, the Employee will be provided with up to ten days of paid time off during the 2021-2022 school year that will not be deducted from accrued sick time or personal time.
- b. Eligibility for the 10 days of family illness provided by Article XIV of the Unit A Contract and 7 days of family illness provided by Article 15 of the Unit E Contract shall be expanded to include caring for a child as needed (i) due to COVID-related daycare closure or (ii) due to unavoidable quarantine of the child as set forth under the Response Protocols (e.g., if Test and Stay is available and sufficient under the Protocols, the quarantine is avoidable).
- c. Employees with absences due to COVID-19 other than as set forth in Paragraphs b and c above may access paid time under the CBA to the extent applicable or will be provided with unpaid leave.

8. PERSONAL PROTECTIVE EQUIPMENT. The Employer shall provide at no cost to Employees all personal protective equipment in accordance with CDC recommendations as related to their work assignment. Further, the Employer shall provide 10 masks for each Employee per week and shall have one mask available for each student onsite each day. In addition:

- a. The Employer shall provide non-latex, powder-free medical grade gloves if deemed appropriate to the Employee's role.
- b. Nurses shall be provided with fitted N95 masks, eye protection, gowns, and other appropriate protective equipment per Department of Public Health (DPH) and/or DESE guidance.

9. ONGOING SAFETY. The School Committee shall maintain a healthy and safe workplace. 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.

10. TECHNOLOGY/Student Quarantine. The Employer shall provide all Employees with adequate technology and equipment to support teaching and learning. The Employer shall ensure that all Employees substituting for members of the bargaining units have training in using basic classroom technology. Technology may be used as a part of classroom instruction this year, including technology solutions to allow medically compromised students to access their education. However, no Employees shall be expected or required to simultaneously provide in-person instruction and a "window into the classroom" for students needing to quarantine or

isolate due to COVID-19. Employees will instead post assignments for students on digital platforms, will provide hard-copy work as applicable, and will remain in communication with students, families, and substitutes or other staff who are assisting such students about such assignments. Nothing in this paragraph is intended to prevent the implementation of a hybrid model on a class-wide or school-wide basis on an interim basis (as provided in the preamble above).

11. HEALTH AND SAFETY. JOINT LABOR MANAGEMENT COMMITTEE. A joint labor management committee for Health and Safety shall be formed and active for the duration of this agreement. The committee shall consist of two members appointed by 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.

12. 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 this agreement.

13. 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.

14. TERM. This agreement shall be effective upon execution through and including June 30, 2022. Canton Public Schools Safety Protocols, including the Canton Public Schools COVID-19 Cleaning and Operations 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, 2022 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.

For the Committee:

For the Association:

Date: _____

Date: _____

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