Memorandum of Understanding
Between the
Norwell School Committee
and the
Education Association of Norwell

WHEREAS, the Norwell Public School District is a subdivision of the Town of Norwell, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, and has an address of 322 Main Street, Norwell, MA 02061 ("District");

WHEREAS, the Education Association of Norwell ("EAN") is the exclusive bargaining representative pursuant to G.L. c. 150E for those professional employees of the Norwell School Committee;

WHEREAS, the Norwell Public School Committee is the sole party duly authorized to enter into this Agreement with the Union;

WHEREAS, on June 25, 2020, the Department of Elementary and Secondary Education ("DESE") issued guidance requiring Districts to develop a plan each for Remote Learning, In Person Instruction, and a Hybrid model for the School Year 2020-2021; and furthermore identified an overall goal for "the safe return of as many students as possible to in-person school settings, to maximize learning and address our students’ holistic needs";

WHEREAS, the Parties anticipate that further guidance from regulatory bodies will be provided covering matters including but not limited to extracurricular activities, athletics, specialists, and special education;

NOW THEREFORE, in consideration of the foregoing premises, the Parties agree as follows.

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1. Hybrid Model

The Hybrid Model, as submitted to DESE, is the Reopening Plan to start the 2020-2021 school year. Decisions on opening or closing school, and changing from a hybrid to remote or full in person program of instruction will be made based on recommendations of the Norwell Board of Health, considering state and local DPH and CDC data as well as DESE guidance. When teachers are teaching remotely, whether fully remote or remote for their schedule, they will have the option of working from their classroom or working from home. If a teacher wants to work in his/her home, he/she should reach out to the principal via email. An email template will be provided to teachers by the Union to send to their principals 24 hours in advance for meetings, such as staff meetings, curriculum meetings, department meetings, grade level meetings, evaluation meetings, or Professional Development that can be done virtually, and any group or committee meetings.

a. Elementary: students will participate in specialists classes (Physical Education, Art, Music, Library), NTSS academic and social emotional support, and some special education support as outlined in IEPs.

b. Secondary: Departments will draft clear expectations for remote learning days based on their specific subject areas and content.

c. No new duties beyond those which were in effect prior to the School Closure Period will be assigned to any bargaining unit member. This will include but not be limited to duties such as hall monitor, lunch monitor, bathroom monitor, or assigned cleaning tasks.

d. During the hybrid model, for the 2020-2021 school year only, to limit exposure, teachers' workday shall be 20 minutes longer than the student day Monday through Friday. Each workday shall begin 10 minutes before the student’s day and end 10 minutes after the student’s day. Secondary teachers will schedule student support on one day between Tuesday and Thursday, by appointment.

e. Educators will weave in activities that build a strong community of learners throughout the year, with an emphasis on community building in the fall. Educators will engage their class in the creation of class norms and will explicitly teach routines and procedures used in their remote environment.

f. A Remote Learning Tiered System of Support will be implemented to monitor those students who do not qualify for special education support services or NTSS support, but struggle with remote learning. A committee will be created to develop criteria, a form for teachers to submit for support, and develop a team of educators to screen and support the identified students.
g. Thoughtful parent and/or student training sessions will be convened to outline the remote learning plan at their level. Clear expectation for students and parents’ role as a learning assistant. For students, a consistent schedule shared, clear access to lessons/resources/assignments, transparency with learning intentions, success criteria, and assessments and grading.

h. In the course of providing education to students in a remote portion of a hybrid program or in a fully remote program, Norwell Public Schools (“NPS”) may be required to procure temporary, short term employees for paraprofessional duties or for nursing care. Such workers shall not be required to become employees of the NPS or members of the EAN or other unions, but shall be paid in accordance with the CBA applicable to such positions and shall receive training appropriate to the work for which they are retained. Such individuals may be retained for the duration of the education program requiring remote or hybrid instruction due to COVID-19, but shall not be eligible to become employees of NPS in accordance with rules and procedures of NPS and the terms of the relevant CBA. It is anticipated that the services of these individuals will be of brief duration and not be necessary beyond the 2020-2021 school year. As determined by the Superintendent, such employment may be terminated at any time, based on the needs of the system. The parties will meet to negotiate their status beginning on or about May 30, 2021 if employment is to continue.

i. There will be two unpaid furlough days during the school year, November 3, 2020, and January 29, 2021.

j. If a sport / specific program level cannot run based upon an assessment by the Athletic Director due to Covid-19, any school interruption, or low enrollment numbers coaches will not be paid. The coaches could be reassigned by the athletic director with agreement from the coach. All Varsity coaches whose official practice or training sessions commence, but the game schedule is cancelled before the start of the 1st schedule contest due to a decision of the Committee, or further order of the Governor closing schools for all or part of the 2020-21 school year, shall receive 20% of the coaching stipend set out in the Collective Bargaining Agreement. If the Varsity sport game schedule begins and the season is subsequently cancelled by the Committee or further order of the Governor, varsity coaches shall receive a prorated payment based on the number of days completed the season. The formula would be (salary/days from first practice to last game) / number of days completed after the first contest when cancellation occurs plus the 20% previously paid. This amount is not to exceed the total contractual stipend. Assistant coaches and sub varsity coaches shall not be paid for pre-season training or practice sessions and will be paid according to the stipend set out in Collective Bargaining Agreement for such assignments on a prorated basis once the season starts. The formula would be (salary/days from first practice to last game) / number of days completed after the first contest when cancellation occurs plus the 20% previously paid. This amount is not to exceed the total contractual stipend.
k. Building level administrators will determine if stipendiary co-curricular advisors are able to run their activities based upon COVID-19 guidance/regulations, the school model chosen, and or the number of students enrolled in the activity. If the activity does not run, advisors will not receive the contractual stipend. We recognize the value that such activities bring to students, the district encourages those who seek to continue in their previous stipendiary appointment, before official appointment decisions are made, to submit a written request to participate to the Superintendent of Schools. The written request must include the rationale for conducting the activity and a detailed plan for how the activity, club, or team meeting will adhere to all health and safety guidelines as outlined by the school department, DESE, DPH, CDC and the town of Norwell Public Health Department.

1. If a Co-Curricular activity is suspended during the year, advisors will be paid according to the stipend set out in Collective Bargaining Agreement for such assignments on a prorated basis.

2. Meetings

All meetings (staff, curriculum, grade level, department, ILT, IEP/ 504, to the extent parental consent can be obtained, NTSS, IST, curriculum night/open house, conferences, etc.) and professional development will be held virtually for the 2020-2021 school year. On a remote day, such, for example Wednesday, elementary staff will have the option to work from a location other than the school with prior notice to the Principal. Elementary staff and remote curriculum days will be scheduled for Wednesday during the 20-21 school year only. On such days, Secondary staff shall have the option to work from the school building or elsewhere.

3. Visitors, Building Ingress and Egress

Outside visitors to all school buildings will be by appointment per the rules listed below. To help facilitate safe social distancing, all doors to each building will be used during school opening and closing with each student entering the building and exiting the building exclusively through their assigned door.

4. Student Code of Conduct for Handbooks

The district will implement an NPS Code of Conduct for remote learning. The NPS Remote Learning Code of Conduct will be part of each building’s student handbook for the 2020-2021 school year.

a. The Code of Conduct will have guidelines students will follow:
   ○ Students will be encouraged to have their video on in whole class sessions, but may have a school photo (or another appropriate personal photo) displayed if uncomfortable with live video.
   ○ The expectation is all are present at all times during a live lesson.
   ○ Students will have their video on in small groups and one to one sessions.
Students will have their first and last name as identifiers when in a live session.

Students will have blank backgrounds or the environment they are in, students with distracting backgrounds will be asked to remove them.

Students will set up a work space and commit to a location for the entire session. The work space should have all materials needed set up and ready for use.

Attendance is expected at all sessions. Staff will take attendance (via survey/question).

b. Recording of live lessons is prohibited.
c. Students will abide by microphone etiquette that their teachers have outlined.
d. Handbooks to be approved by the Committee as soon as possible.

5. Attendance of Teachers’ Children

Teacher’s children may attend NPS. When the district transitions from remote to hybrid, a before school program will be opened at each elementary school, for a fee, for before school care of secondary staff’s children. The parties expect the YMCA to be open and available before and after school only.

6. Teacher Evaluation

The Association and District have resolved, to their mutual satisfaction, questions concerning teacher evaluation for 2020-2021.

7. Health and Safety Protocols

- NPS Health Protocols
- Custodian Cleaning doc
- Elementary - COVID insert for Handbook
- NMS - COVID insert for Handbook
- NHS - Covid insert for Handbook
  - NHS Grading & Asynchronous Expectations 20-21

8. Professional Development

The program for the 10 PD days deducted from the 180 instructional days required by regulation will be outlined in advance. Outline of plan.


Incorporate by reference the Reopening Plan submitted to DESE 8/14/20. In the event of a conflict in terms, the Reopening Plan will control.

a. Newly Infected Staff
The Norwell Public Schools will adhere to the FFCRA protocols released in April which allow staff who have become infected with COVID19 up to 80 hours (depends on regular work schedule) paid time off to recover from COVID. Upon receiving a positive diagnosis staff members are expected to contact their School Principal and Human Resources as soon as possible in order for these provisions to be initiated. Members can also have Town of Norwell Public Health officials contact the Human Resources department on their behalf. The NPS Human Resources department will send notifications to all other staff members who may have come in contact with the infected member within 24 hours of notification by the infected employee. All notified staff members will be asked to self-monitor.

In order for infected staff to be cleared to return to work, the staff must complete a NPS Return to Work form, and provide a copy of their negative COVID test and submit both the form and their test result to their School Principal and HR department who will follow up directly with the employee within 24 hours of receiving these documents. Cleared staff will be given an expected return date by their School Principal.

In all cases, confidentiality will be maintained as required by law.

b. Employees displaying COVID symptoms during school

The district will reimburse personnel when requested or required to have a COVID test due to a known exposure at school or if the employee experiences multiple COVID symptoms, free of cost to the employees. The district will also provide all appropriate PPE including but not limited to: masks, gloves, face shields, gowns, etc. at no cost to staff. In the event a staff member exhibits COVID symptoms during the school day, said staff member should contact their Building Principal and will be immediately removed from the classroom. The employee will be asked to complete a checklist of their symptoms. Upon completing this checklist, the staff member will be immediately dismissed from the building and instructed to see their physician. In the event a staff member exhibits any of the symptoms or conditions set out in the Norwell Health and Safety Protocols below listed symptoms, they will be sent home immediately without loss of pay or accrued sick leave. Personnel provided tests pursuant to this provision will neither return to school nor suffer a loss of pay or sick time until the results of the test are returned. If a teacher is quarantined but not sick with COVID, they shall teach remotely and an in-class monitor will supervise students. There will be no reduction in sick leave for the time spent remotely teaching while quarantined. If they are positive, the employee will quarantine at home for a period of not less than fourteen (14) days and cannot return to school for three (3) days following the cessation of symptoms, without loss of pay or accrued sick time.

It is the responsibility of the staff member to inform both the School Principal and HR of the results of their COVID test in order to return to work. Staff members with a negative COVID test without a fever for more than 48 hours will be cleared to return. Any positive result of any staff
member or student will be reported to the appropriate authorities for contact tracing and accounting purposes.

c. Medical Waiting Room/Student Displaying symptoms

A medical waiting room will be established within every building for the purpose of sequestering any student exhibiting any of the below listed symptoms until they can be picked up by their guardian or other adult authorized to remove the child from school. Prior to returning to school, the student will be required to be tested for COVID-19 and furnish the results to the District. If they are positive, the student will quarantine at home for a period of not less than fourteen (14) days and cannot return to school for three (3) days following the cessation of fever or respiratory symptoms. As established by the CDC, as of July 17, 2020, the following symptoms are associated with COVID-19:

- Fever (100° Fahrenheit or higher), chills, or shaking chills
- Cough (not due to other known cause, such as chronic cough)
- Difficulty breathing or shortness of breath
- New loss of taste or smell
- Sore throat
- Headache, when in combination with other symptoms
- Muscle aches or body aches
- Nausea, vomiting, or diarrhea
- Fatigue, when in combination with other symptoms
- Nasal congestion or runny nose (not due to other known causes, such as allergies), when in combination with other symptoms

d. Americans with Disabilities Act

The Norwell Public Schools is committed to provide reasonable accommodations to all staff members with documented pre-existing conditions under ADA. Staff members with pre-existing conditions requiring reasonable accommodations will first need to contact their school principal and make an appointment with the Superintendent. All requests need to be accompanied by adequate medical documentation, which should be sent to the Superintendent via email. The Superintendent will promptly follow up to schedule a conversation with the member to discuss reasonable accommodations.

e. Staff at High Risk to Contract COVID-19

The administration is committed to making every reasonable effort to accommodate all staff with documentation showing they are at a high risk of serious complications as a result contracting COVID-19 based on the CDC's list of people who are “at increased risk for serious illness due to COVID-19.” All reasonable accommodations will be made for these employees based on factors including the needs of the district.
f. Leave due to Child Care/Caring for Loved Ones

The Norwell Public Schools will adhere to the FFCRA protocols released in April 2020 regarding allowing time off for employees with difficulties reporting to work. Under FFCRA, Norwell Public Schools has made Emergency Paid Sick Leave (EPSL) and Expanded Family Medical Leave Act (E-FMLA) available to staff. The EPSL is for employees unable to work because either they have contracted COVID-19 or someone in their care has contracted COVID-19. E-FMLA is available for parents who are unable to find suitable child care and therefore cannot work. Under the EPSL and E-FMLA staff members are allowed up to 2 weeks of paid leave through December 31, 2020. All staff members are expected to notify the Superintendent before they commence with this process. In order for either benefit to be activated, staff members will need to fill out the Norwell Public Schools Leave of Absence Request Form and the ADA-Workplace Accommodations Request Form and submit it to the secretary of the Superintendent. The District will adhere to the E-FMLA regarding submission of supporting information. The Superintendent will follow up within 24 hours.

In addition to these programs, and to the extent that it is possible and reasonable, Norwell Public Schools will be flexible in the consideration of requests for unpaid Leaves of Absence.


a. Additional PPE

In addition to a supply of facial masks, the District will also make available a supply of other PPE such as gloves, gowns, and facial shields for appropriate staff (i.e. gowns for nursing staff) or staff that makes a request via email. Teachers will be provided with 2 extra disposable face masks as part of their normal health and safety kit, for use with students as needs arise.

11. General Employee Expectations

a. Continuation of CBA Terms

All terms and conditions of employment set forth in the applicable Collective Bargaining Agreement, and all job functions as listed in applicable job descriptions, remain in effect, except as specifically modified herein.

b. Creation of Joint Labor Management Committee

The Norwell Public Schools reopening plan is incorporated by reference herein.

This agreement remains in effect beginning at the start of the 2020-2021 work year and for the duration of the COVID-19 state of emergency or at the conclusion of the 2020-2021 work year whichever occurs first. If such state of emergency still exists as of end of 2020-2021, the parties
agree to reconvene to review the terms of this agreement and discuss modifications thereto to be effective as of the 2021-2022 work year.

Unless specifically modified herein, all terms of applicable CBAs remain in effect. The parties agree to create a JLMC for purposes of jointly monitoring the status of COVID-19 and the implementation of a plan to provide educational services to students during the 2020-21 school year (or longer if an effective vaccine is not available by the end of the 20-21 school year). The JLMC shall be composed of an equal number of EAN and NSC representatives plus a local, Town of Norwell DPH representative (if available), and other health care professionals acceptable to both parties. The JLMC will also review and make recommendations for implementation of generally accepted (CDC, Mass DPH, Mass DESE) health and safety protocols as is, or if modified by agreement of the parties, to ensure staff and students are working and learning in a reasonably safe environment.

Given the importance of mask wearing in slowing the spread of the CORONA Virus, the JLMC may identify, among other things, individuals (employees or students) who are habitually non-compliant with masking or other rules, and refer these individuals to the administration for appropriate intervention or disciplinary action.

Either party may request a reopener in the event of further guidance, legislation, regulations or orders regarding any matters addressed herein.

Kerri Fuller  
for the Education Association of Norwell  
8.27.20  
(Date)

Kiersten Warendorf, Chair  
for the Norwell School Committee  
8.27.20  
(Date)