

MEMORANDUM OF AGREEMENT

**BELMONT EDUCATION ASSOCIATION AND THE SCHOOL COMMITTEE OF THE TOWN
OF BELMONT**

**COVID RELATED WORKING CONDITIONS FOR THE START OF
THE 2021-2022 SCHOOL YEAR**

This MEMORANDUM OF AGREEMENT is entered into by and between the Belmont School Committee (hereinafter the "Committee") and the Belmont Education Association (hereinafter the "Union") and collectively referred to as "the Parties."

WHEREAS, the Parties have met to negotiate in good faith over the impact of the ongoing COVID-19 pandemic on terms and conditions of bargaining unit members for the start of the 2021-2022 school year, and

WHEREAS, Based upon current science and health guidance, full COVID-19 vaccination provides the safest protection against COVID-19 and helps limit school and community transmission, and

WHEREAS, The Belmont Education Association and the Belmont Public Schools strongly support and encourage vaccination for all staff and students when eligible, and

WHEREAS, Massachusetts has among the highest vaccination rates of any state in the nation, including high vaccination rates in students in Belmont Public School who are eligible for vaccination, and evidence continues to reinforce that the COVID-19 vaccines are highly effective, especially against severe disease, and

WHEREAS, the Parties recognize that the current health situation presented by the COVID-19 Virus is an unusual circumstance and an ever-evolving situation as health guidance and recommendations continue to develop, and

WHEREAS, The Belmont Board of Health has mandated universal masking in Belmont Schools,

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree as follows:

1. Term of Agreement/Reopener Provision

- a. The provisions of this Agreement are intended to address working conditions at the start of the 2021-2022 school year, beginning as of the first day of school.
- b. In the event of any federal, state, or local legal or regulatory mandates upon the school district, the parties acknowledge the district's responsibility to implement the mandate as required and the parties will bargain over any impact(s).
- c. In the event of any material changes to federal, state or local guidance, upon request by either party, the parties shall negotiate possible changes to this agreement.

2. Universal Masking Regardless of Vaccination Status

- a. All staff, students, contractors, volunteers, and visitors shall be required to wear a face mask while inside any school district building/facility and while on school

buses. Face masks may only be removed during mask breaks, at recess, while eating, and/or outside.

- b. All members of the school community have an interest in maximizing distance as best possible. All staff, and visitors shall maintain social distance while masked as best possible. During those times when face masks are allowed to be removed indoors, staff, and visitors shall maintain social distance as best possible. Educators shall use their professional discretion to determine appropriate social distancing of indoor mask breaks for students under their supervision.
- c. All staff assigned to lunch duty will be provided by the District with a N-95 or KN-95 mask as requested by the staff member.
- d. There will be no evaluation or disciplinary consequences for staff who use their professional discretion to maintain appropriate social distancing. Administrator concerns about any potential adverse impact on student learning or safety shall be discussed with the educator and association representative if requested by the educator.
- e. Teachers will be strongly encouraged to hold snacks outside, under tents, and in cafeterias. If those spaces are unavailable and snack must be held in classrooms, students must be appropriately socially distanced. Educators shall use their professional discretion to determine appropriate social distancing for indoor snack breaks.

3. Contact Tracing & Protocols

- a. The Employer shall implement contact tracing as recommended by the DESE/DPH Protocols for Responding to COVID-19 Scenarios - SY 2021-22.
- b. Nursing staff shall submit time cards for COVID related work done outside their regular contractual workday.
- c. The Employer shall publish these recommendations and its implementation protocols on the Employer's website.

4. Ventilation

- a. The Employer will ensure all classrooms and offices occupied by more than one person have an air exchange rate of at least 4.0 air changes per hour (ACH). The parties acknowledge that the guidance for high volume spaces is different, as described in the BALA memo of 9/2/2021.
- b. All assessments conducted last year will be considered baseline for regular HVAC monitoring per manufacturer's recommendations. A targeted ventilation assessment will be conducted for any small learning spaces that were not confirmed in 2020-2021 before they will be used in 2021-2022. A separate document will be provided to demonstrate the air exchange values for Belmont High School. All rooftop filters, classroom-based univent filters, and individual air purifier filters will be changed prior to room occupation and thereafter per manufacturer's recommendations. Any space where the HVAC system malfunctions to the point of needing repair will be retested prior to the space being reoccupied.
- c. The District will respond to reports of malfunctioning ventilation or air purifiers in a timely manner. In the event the district is not able to respond in one day, they will communicate to the impacted employee within a day with an estimated timeline for completion of repairs.
- d. The District will offer educators who report malfunctioning ventilation or air purifiers with an alternative educational space upon the report of failure and shall supply such space to educators upon request within the same school day as the

failure is reported.

5. Cleaning Products

- a. Educators will supervise students' age-appropriate cleaning of students' individual spaces.
- b. The facilities department will supply age-appropriate cleaning material and share OSHA Material Safety & Data Sheets with the health and safety committee and all employees working in areas where chemicals are being used. A binder of all cleaning material shall be located in each school's main office.
- c. Buildings and classrooms will be cleaned with the appropriate cleaner chemicals daily by school custodians.
- d. Spaces where positive cases of COVID-19 within the last 24 hours have been confirmed will be cleaned and disinfected, per DESE/DPH Protocols for Responding to COVID-19 Scenarios - SY 2021-22 recommended protocol. Additionally, in order to reduce the number of students screening out for symptoms from other non-COVID illnesses, preschool classrooms will be cleaned and disinfected between AM and PM sessions and at the end of the work day.
- e. All sinks used by students and staff shall have proper hand-washing instructions posted.
- f. Staff shall be responsible for reviewing the health and safety protocols posted on the district's website. The district shall inform parents/guardians and students of protocols and the location on the BPS web page.

6. Quarantining and Days not Working

- a. Any staff member who is identified as a "close contact" for a school-based exposure and contracts COVID-19 in the following two-week period shall be able to access any applicable state or federal paid leave options, or, if not available, employees may access paid leave by the following option:
 - i. For a represented employee who is vaccinated against COVID-19 or has an approved exemption from vaccination, such time shall be considered a "District COVID Sick Day(s)" instead of having to use their accumulated personal sick leave. These days will be taken from the existing sick bank. The employer shall reimburse 50% of the sick days drawn in this manner. On these day(s) employees shall receive their full contractual pay and shall not have the time/days, up to a maximum of ten (10) days deducted from existing contractual leave benefits. Staff shall provide verification of their vaccination status to Central Office.

7. Providing Student Work When Absent

- a. Teachers will implement the same process as they have prior to 2020-2021 when students are absent from a day of school.

8. COVID-19 Vaccinations

- a. Understanding that vaccinations are a critical health and safety precaution against COVID-19, the parties will require all employees to be fully vaccinated against COVID-19. All Belmont Public School employees are mandated to get vaccinated, unless they qualify for religious or medical exemption, and must provide proof of at least the first vaccination shot to the District no later than September 13, 2021. Proof of full vaccination series must be provided to the district no later than October 13, 2021.

- b. To establish that employees have received a vaccine, they will need to submit a copy of the vaccination receipt they received when vaccinated or an equivalent document obtained from the entity administering the vaccine. The verification must identify the employee by name, the date the vaccine dose was/doses were administered, and whether the individual has completed the vaccination regimen or requires an additional dose. If the vaccination receipt provides any other information pertaining to the employee's health condition, the employee may redact that information on a copy of the receipt.
- c. Employees who can document they received the actual vaccine during trial phases (not placebo) will count as fully vaccinated.
- d. Individual vaccination status and exemptions will be kept confidential. Information will be stored in an employee's medical file and not subject to FOIA. Aggregate data can be shared with the community.
- e. The employer will comply with federal and state law with respect to vaccination exemptions for medical or religious reasons.
- f. All unvaccinated employees intending to pursue a religious or medical exemption or unpaid full year leave must submit notice of their intent to do so via an email to the Director of Human Capital by September 13, 2021. All applications, including supporting documentation for a religious or medical exemption or unpaid full year leave must be submitted to the Director of Human Capital prior to October 1, 2021. An employee who does not submit proof of at least the first vaccination or intent to apply for a valid exemption by September 13, 2021 will be placed on unpaid leave until the end of the school year.
- g. All unvaccinated employees shall be required to continue adhering to safety precautions — including, but not limited to, mask wearing and social distancing — even after those precautions are no longer in place for vaccinated individuals, and that those precautions do not constitute retaliation.
- h. Any employees who qualify for a religious or medical exemption must submit to routine COVID-19 testing provided by the District, wear a mask, and comply with any other established COVID-19 safety precautions at all times.
- i. Any employee who fails to comply with these health and safety protocols may be subject to progressive discipline up to and including termination.
- j. At their next public meeting the Belmont School Committee intends to discuss requiring COVID-19 vaccination for students as soon as permissible per state guidance.

9. Testing

- a. The Parties agree that the Belmont School Committee will submit all necessary paperwork to DESE and/or an approved Testing Company to participate in the DESE sponsored COVID Testing.
- b. Staff will have the opportunity and are encouraged to participate in a voluntary surveillance testing effort implemented by the district. Testing shall not be seen as an alternative to vaccination.
- c. Regardless of vaccination status, testing will be required for any staff who is symptomatic or identified as a close contact. Such tests will be provided by the employer.
- d. Belmont Public School nursing staff / positions in place during the 2020-2021 school year will not have to participate in the administration of staff and/or student COVID-19 surveillance and/or "Test and Stay" testing. Staff that develop symptoms during the school day will have symptomatic COVID-19 testing provided by the district, which will be performed by building nurses.

Nothing in this provision is intended to prohibit the BPS from hiring additional employees and/or contractors for the purpose of administering COVID-19 testing. Nonmedical members of the BEA shall not be responsible for COVID-19 testing. COVID-19 testing will be developed by the Cambridge Innovation Center (CIC) and implemented by the district.

10. Health and Safety Reporting

- a. The newly formed Joint Health and Safety Committee (JHSC) will be made up of 7 BEA members representing each school building and the School Administration Building and three members designated by the Superintendent. The JHSC will meet no less than once per quarter. The JHSC shall make recommendations to the Superintendent to address health and safety concerns. These concerns can be discussed as a part of the district or building-based JLM meetings.
- b. Belmont Public School staff should email their building principal and their building representative to the JHSC to report concerns regarding COVID health and safety within the building. No educator shall suffer any adverse effect for reporting any health and safety concerns. These concerns can be discussed as a part of the district or building-based JLM meetings.
- c. A BEA member of the Joint Health & Safety Committee shall receive a stipend of \$450. The total amount of stipends shall not exceed \$3,150. At the end of the work year, the BEA will reimburse the District one half of the total amount of stipends paid to BEA members of the Joint Health & Safety Committee.

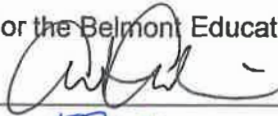
This Agreement is effective for the 2021-2022 school year only and shall sunset on the last day of the school year.


This Agreement shall not be modified except for in writing and by mutual agreement and consent of both Parties.

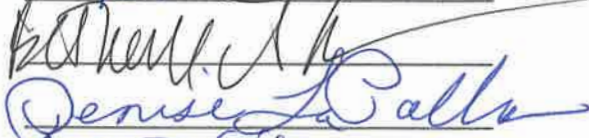
This Memorandum is subject to ratification by the Committee and the Union.


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

For the Belmont Education Association:






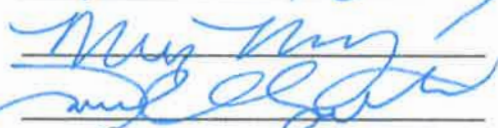


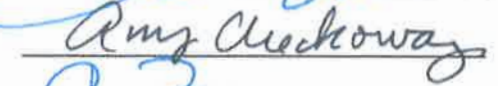



Dated: September 21, 2021


For the Belmont School Committee:











Dated: September 17, 2021