



Town of Littleton School Committee

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MATTHEW HUNT, Vice Chair
BRAD AUSTIN, Member

MIKE FONTANELLA, Chair

TIMALYN RASSIAS, Secretary
JUSTIN MCCARTHY, Member

SCHOOL COMMITTEE MEETING

February 18, 2021

7:00 p.m.

Topic: School Committee Meeting

Time: Feb 18, 2021 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81987955475?pwd=bUtkcHlrc2NrNzJjVWVsbTVTMDFsUT09>

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Please use the "RAISE YOUR HAND" feature in the zoom meeting to ask to speak.

PARTICIPANTS/ATTENDEES ARE REMINDED THAT BY JOINING THIS MEETING THAT YOU CONSENT TO YOUR
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** *A G E N D A* * *

Our mission is to foster a community of learners who strive for excellence and prepare each student to be a successful, contributing citizen in a global society.

7:00 I. ORGANIZATION

1. Consent Agenda

-Oath to Bills -
and Payroll

7:05 II. INTERESTED CITIZENS

7:10 III. NEW BUSINESS

1. **Ratification for the MOA with LEA for Pooled Testing:** *Chair Mike Fontanella and School Committee Board will discuss the ratification for the MOA with the LEA for Pooled Testing.*

It is the policy of the Littleton Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity age or disability in its educational programs, services, activities or employment practices. Further information may be obtained by contacting Lyn Snow,, District Equity Coordinator at 978-540-2500, lsnow@littletonps.org or 33 Shattuck Street, P.O. Box 1486, Littleton, MA 01460.

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7:20 IV. INTERESTED CITIZENS

7:25 V. ADJOURNMENT/EXECUTIVE SESSION

Motion to move into Executive Session for the purpose of contract negotiations with no intention to return to Open Session.

**NEXT SCHOOL COMMITTEE MEETING
February 25, 2021**

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MEMORANDUM OF THE AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of January 2021 by and between the Littleton SCHOOL COMMITTEE, hereinafter referred to as the "SCHOOL COMMITTEE" and Littleton Educators Association hereinafter referred to as the "ASSOCIATION" (collectively "the parties").

WHEREAS the SCHOOL COMMITTEE and the ASSOCIATION are parties to a Collective Bargaining Agreement covering the period from 2020 through 2021 ("the Contract")

WHEREAS, in view of the COVID-19 Pandemic and the current need for members of the UNION to perform certain testing duties in response to the Pandemic.

WHEREAS, The Massachusetts Department of Elementary and Secondary Education (DESE) has made tests for detection of SARS-CoV-2 (COVID) available to school districts at no cost to the district nor the employee until March 28, 2021.

NOW, THEREFORE, having bargained collectively pursuant to Chapter 150E of the General Laws, the ASSOCIATION and the SCHOOL COMMITTEE agree to supplement the Contract with the following terms and conditions:

1. All staff who are onsite at any point in the week and who are willing to be onsite when tests are being administered will be eligible to be tested every week. Being tested is strictly voluntary. Participating in the testing shall not be used as a condition of, or to require attendance in, school.
2. Unit A members, other than nurses, will not be required to administer tests or collect samples for others. Nurses may do so, as long as it does not take the nurses away from their regular roles and duties.
3. Participation in this testing program, including the initial pooled screening test and any subsequent individual tests that become necessary or advisable, will be at no cost to the employee.
4. All pooled testing will be administered onsite and during normal school hours. While employees may have the option to do so, no employee who participates in this program will be expected to attend follow-up individual tests more than 30 minutes prior to or after contracted hours.
5. Students and staff whose sample is in a positive pool will quarantine according to protocols already negotiated between the Committee and the Association until they get a second, rapid-response BinaxNOW test offered in this pooled-testing program. If that test is negative, they can come back into the building immediately. If that test is

positive, they would have to follow the standard quarantine protocols for anyone who is COVID-19 positive. If they choose not to have the BinaxNOW test at school, they would be required to quarantine until they either produced a valid negative test or met the quarantine protocols for someone who is positive for COVID -19

6. If the School Committee decides to make this program permanent for the remainder of the 2020-2021 school year at the conclusion of the six week pilot period, the Association and the School Committee agree to negotiate updates to this MOA. The MOA will not be revisited only if there is mutual consent by both parties not to do so.

7. Nurses who agree to work more than their contracted hours related to COVID-19 will be compensated according to a per hour rate. For any hour of work that is started, the unit member will be compensated for the entire hour regardless of the increment of the hour actually worked (EX: 1.25 hours of work beyond their contracted hours will be paid as 2.0 hours of work). Any nurse who agrees to come in on a Saturday or Sunday and works for less than three (3) hours will still be paid for three (3) hours. For any hour of work that is started, the unit member will be compensated for the entire hour regardless of the increment of the hour actually worked (EX: 4.25 hours of work will be paid as 5.0 hours of work). The per hour rate will be calculated using a unit member's yearly salary.

School Committee Chair

Date

LEA President

Date