

THE GLOUCESTER PUBLIC SCHOOLS

Our mission is for all students to be successful, engaged, lifelong learners.

Personnel Subcommittee Meeting Minutes

Wednesday, August 26, 2020

HELD VIA ZOOM

8:30 a.m.

Members Present

Melissa Teixeira Prince, Chairperson

Kathy Clancy, Vice Chairperson

Jonathan Pope, Member

Administration Present

Ben Lummis, Superintendent

Ryann Marshall, HR Director

Jodi Gennodie, Beeman Principal

Also Present

Attorney Naomi Stonberg

Charmaine Champagne, MTA Representative

Cynthia Carney, GTA President

Rachel Rex

Richard Francis

Theresa Dannaher

Adrienne Marden

Ruth Flaherty

Kerrie Donahue

I. CALL TO ORDER – Vice Chairperson Clancy called the meeting to order at 8:30 a.m.

This meeting is recorded by video and audio in accordance with state Open Meeting Law. Consistent with the Governor’s orders suspending certain provisions of the Open Meeting Law and banning gatherings of more than 25 people, this meeting will be conducted by remote participation.

If you are calling in on a phone, you can press *9 to request to speak. If you are watching on a computer or device, there is a “raise hand” button that you can tap or press to request to speak. Please use either of these options during Oral Communications to be recognized to speak. Vice Chairperson Clancy noted that Oral Communications are not included on today’s agenda.

(Chairperson Prince joined the meeting at 8:32 a.m.)

II. EXECUTIVE SESSION – On a motion by Kathy Clancy, seconded by Mr. Pope, it was unanimously

VOTED: By Roll Call Vote

Mr. Pope – yes

Chairperson Prince – yes

Kathy Clancy – yes

To enter into Executive Session at 8:33 a.m. for the purpose of discussing strategy with respect to collective bargaining with the Gloucester Teachers Association and to return to open session for collective bargaining.

(The public meeting reconvened at 10:02 a.m.)

III. OPEN NEGOTIATION SESSION WITH GTA – Attorney Stonberg began by stating that the committee is very disappointed in the union’s counterproposal (see attached), noting that it was sent to the committee at 8:42 this morning while they were in Executive Session. She indicated that per Taylor Brennan’s request at the end of the last session, the committee sent an annotated version of the leave agreement based on the discussions that day and what the committee believed was agreed to. Attorney Stonberg also indicated that the union added additional areas to the document that were not in its original proposal. She stated that the committee views this as regressive bargaining and has serious doubts as to whether the union wants to come to an agreement.

Ms. Champagne stated that she takes offense to Attorney Stonberg’s statements and indicated that the union does not believe it is regressive. Ms. Champagne does not see where the union’s counterproposal was so different than the committee’s proposal. She asked Attorney Stonberg to go through the document and point out the problems. Attorney Stonberg questioned how Ms. Champagne could make changes to the document since she was not privy to the discussions at the last session and stated that it is the committee’s goal to get this done today.

Attorney Stonberg reviewed and the parties discussed the committee’s responses to the union’s counterproposal received earlier today. In response to comments made by Ms. Carney and Ms. Champagne about the committee’s position on waiving DESE certification requirements for the Remote Academy, Chairperson Prince stated that the committee cares about teachers and doing what is in the best interests of students and asked union representatives not to imply otherwise. She indicated that the committee is doing everything possible to get students back in school, which is what the community wants, and to address the concerns of teachers.

(Mr. Pope and Mr. Lummis left the meeting at 10:35 a.m. to attend another meeting.)

The parties continued discussing the committee’s responses to the union’s counterproposal on leave plans.

(Mr. Pope and Mr. Lummis rejoined the meeting at 10:43 a.m.)

There was a discussion about the union’s request to allow teachers who do not have enough accumulated sick time to use the Sick Bank to care for a family member.

Attorney Stonberg requested that the union send the committee a document to review based on today’s discussions. Ms. Champagne stated that the union is not going to bargain against itself and asked that the committee respond to the document sent by the union this morning

indicating what the committee needs in it. Chairperson Prince stated that the negotiating team will discuss the union’s document with the full School Committee and get back to the union. She indicated that school starts on Monday and there is an expectation that everyone will show up.

Ms. Carney stated that teachers still are not clear on their leave options and indicated that they have concerns about starting school on Monday, citing the fact that an MOU has not been started and they have no documentation that the buildings are safe. She also noted that teachers who are going to be on leave or in the Remote Academy will need to participate in the ten days of professional development online. She does not know how the committee expects teachers to be able to do their job when there are no parameters yet on what their job will be. She stated that because a large portion of the plans are not in place, teachers feel that they cannot walk into the buildings because they are not safe, and they will not put teachers at risk.

Chairperson Prince responded that the union is doing everything possible to make it difficult to come to an agreement. She asked what documentation the union has that indicates the buildings are unsafe and noted that the district is meeting the DESE safety standards. Ms. Carney cited the Master Plan Study of 2014, which stated that every HVAC system in every elementary school needed to be replaced. Chairperson Prince clarified that work has been done on the HVAC systems in the last six years since the report.

The next meeting is scheduled for Friday, August 28th at 6:00 p.m. Attorney Stonberg indicated she should be able to get the union a response by Friday afternoon.

Finally, there was a discussion about the deadline for Remote Academy applications and completion of leave request forms.

II. EXECUTIVE SESSION (Cont’d) – On a motion by Kathy Clancy, seconded by Mr. Pope, it was unanimously

VOTED: By Roll Call Vote

Mr. Pope – yes
Chairperson Prince – yes
Kathy Clancy – yes

To enter into Executive Session at 11:47 a.m. for the purpose of discussing strategy with respect to collective bargaining with the Gloucester Teachers Association and to return to open session only to adjourn.

V. ADJOURNMENT – On a motion by Mr. Pope, seconded by Chairperson Prince, it was unanimously

VOTED: By Roll Call Vote

Mr. Pope – yes
Chairperson Prince – yes

To adjourn the Personnel Subcommittee Meeting of August 26, 2020 at 12:16
p.m.

All reference documents and reports are filed in the Superintendent's office.

*Maria Puglisi
Recording Secretary*

DRAFT

AGREEMENT BETWEEN THE GLOUCESTER SCHOOL COMMITTEE AND THE
GLOUCESTER TEACHERS ASSOCIATION

Leaves UNDER COVID-19

1. ILLNESS PROTOCOL:

- a. At a minimum, staff will be notified immediately who and when a student in a cohort, for which they have/had direct contact, has tested positive for COVID-19.
- b. Any staff person who has been exposed to COVID-19 shall be placed on paid administrative leave for fourteen (14) days beginning with the date of last exposure.
- c. Any staff person who is subject to a Federal, State or local quarantine or isolation order or has been advised by a health care provider to self-quarantine related to COVID-19 shall be placed on paid administrative leave for fourteen (14) days beginning with the date of last exposure.
- d. Employees who are required to quarantine, due to a COVID-19 positive case in the school, shall teach their class remotely if their class is also quarantined, complete daily expectations remotely to the greatest extent possible, or be placed on paid administrative leave for the duration of the quarantine.
- e. Any employee who contracts COVID-19 as defined by a medical test, or is experiencing COVID-19 symptoms and is seeking a medical diagnosis, shall be placed on paid administrative leave for the duration of their illness.

2. Remote learning assignments

On or before September 1, 2020, the District shall commence a process for assigning bargaining unit members online teaching positions as follows:

- a. the District shall post all positions for remote learning.
- b. Once the deadline has passed, the District and the Union shall meet to review the applicants and shall assign individuals to positions.**
- c. In making the assignments to remote learning, the District shall consider a teacher's area of competence, a major and/or minor field of study, quality of teaching performance and length of service in the Gloucester Public Schools. The District shall assign individuals to positions as follows.

- t. Staff who provide appropriate medical documentation that they have a preexisting condition including pregnancy or otherwise at high risk for contracting Covid-19 shall receive first preference for all positions in the **Remote Academy** provided that they possess the appropriate licensure, certification and specific qualifications required of the position. they wish to apply and/ or can waive certification requirements as per DESE The district will apply and/or waive certification requirements as per DESE to ensure all teachers with the above conditions receive available positions in the Remote Academy.
- ii. Second preference shall go to any staff member who has a family member in their immediate household with a preexisting condition or is otherwise at high risk for contracting Covid 19 with appropriate medical documentation and/or who needs to remain at home to care for a dependent child or other person in the household. If the number of applications at this level exceeds the number of positions, the employee(s) with seniority shall receive the position(s). Where **possible** feasible, the District will allow staff to bring their school aged children to school if they do not have coverage for them given the **area** school's pandemic schedule varies from school district to school district. **Whenever possible**, Where feasible, the District will make available space and staff for this to occur.
- iii. If any positions remain after the first two preferences, all applicants for the **Remote Academy** shall be assigned and seniority will be given preference.
- iv. If an employee begins working in an in-person setting and has any self-certified medically documented reasons which would prevent the employee from continuing to work in person, the employee will be considered for remote teaching if a position is available for which the employee meets the criteria listed above. allowed to teach remotely.
- v. If there are not enough applicants to fill the needed remote academy positions, the District shall assign **the least senior** staff members in accordance with the criteria listed above.
- vi. Refusal to apply for online teaching shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.

- 3. Family Related Covid-19 Illness:** Any employee who has an immediate family member or member of the employee's household contract Covid-19; and the employee self-certifies that the employee must take care of the family member; such employee shall be eligible to use the following leaves at the employee's own discretion.
- a. ~~The District with the agreement of the building principal and the Superintendent may allow the employee to work from home if there is a remote learning position available.~~
 - b. All applicable leaves under the CBA.
 - c. Up to ten (10) days of the Emergency Family and Medical Leave Expansion Act (EFMLEA) or Family First Coronavirus Relief Act (FFCRA). Under this law, pay is capped at \$200 per day. Employees, at their sole discretion, may use any applicable paid leave provisions of the CBA (family sick leave, and personal leave time) in a prorated amount to achieve full pay status for these days.
 - d. Family Medical Leave Act: If an employee qualifies for FMLA, the employee may opt to take up to twelve (12) weeks of FMLA leave. Employees, at their sole discretion, may use other leaves under the CBA if permitted by the collective bargaining agreement, to achieve full pay status for these days.
 - e. All leaves shall run consecutively and exclusive of the others provided that the reasons for the leaves are different or it is a new incident.
 - f. At the conclusion of any leave in this section, the teacher will be returned to their position.
- 4. Employee's Pre-Existing Condition:** Any employee who with appropriate medical documentation, has a pre-existing condition or has a high risk for contracting Covid-19 may avail themselves of the following options at their discretion.
- a. The District with the agreement of the building principal and the Superintendent may allow the employee to work from home if there is a remote learning position available **or other arrangements through the ADA apply.**
 - b. Family Medical Leave Act: An employee may opt to take up to twelve (12) weeks of FMLA leave. Employees, at their sole discretion, may use other leaves under the CBA to achieve full pay status for these days.
 - c. Employees may also avail themselves of any leaves under the CBA.

- d. At the conclusion of any leave in this section, the teacher will be returned to their position.

- 5. Care for an Employee's Dependent:** Any employee who requests leave to care for the employee's child dependent whose school or place of care is closed, or child care provider is unavailable, and who provides: The name of the child dependent, the name of the school, place of care, or child care provider that has closed or become unavailable; and a statement that no other suitable person is available to care for the employee's child dependent.
- a. The District with the agreement of the building principal and the Superintendent may allow the employee to work from home if there is a remote learning position available.
 - b. The ten (10) days of paid sick time afforded to them under the Emergency Paid Sick Leave Act (EPSLA) capped at \$200 per day. Employees, at their sole discretion, may use any paid leave provisions of the CBA (family sick leave, sick leave and personal leave time) in a prorated amount to achieve full pay status for these days.
 - c. Family Medical Leave Act: Because of the expanded uses for FMLA (FFCRA, EFMLEA) under the EFMLEA, an employee meeting the requirements of FMLA may opt to take up to twelve (12) weeks of FMLA leave. Employees, at their sole discretion, may use other leaves under the CBA to achieve full pay status for these days.
 - d. At the conclusion of any leave in this section, the teacher will be returned to their position.
- 6. Pregnancy.** For employees who submit medical documentation that they are pregnant:
- a. The District shall afford all rights afforded under the Massachusetts Pregnant Workers Fairness Act, including the accommodation of allowing employees to work from home.
 - b. Pregnant employees maintain all other rights under state and federal law and under the CBA, including the right to use of sick leave for all disability related to pregnancy (and other) related health issues, before and after giving birth.
 - c. At the conclusion of any leave in this section, the teacher will be returned to their position.

7. **Reduction in Force** Employees may volunteer to be Reduced In Force ("RIF'd") for the 2020-21 school year. The following shall apply:
- a. The District shall not contest any application for unemployment compensation that such employees make.
 - b. Employees shall be able to participate in any online PD when available.
 - c. Employees shall be afforded prioritized recall rights for the 2021-22 school year, that shall replace the recall rights indicated in **Article 31** of the GTA Collective Bargaining Agreement. Accordingly,
 - i. RIF'd employees shall be recalled for the 2021-22 school year to available positions. If there are no available positions, the District may have to RIF a newly hired employee for the 2021-22 to affect the recall of employees who avail themselves of this provision.
 - ii. The District may be exempt from recalling employees RIF'd under this provision, only if all employees hired during the 2020-21 school year in the same certification area as any employees who are RIF'd under this provision have first been RIF'd. An employee who is RIF'd under this provision, and who is not recalled as per the

specifications of this provision shall retain two additional years of recall rights.

- d. A member who is RIF'd pursuant to this MOA is eligible to remain as a member of the town's group health insurance plan and dental plan but must pay 100% of all cost for those programs.
- e. All unused leave (including sick time and personal days) time earned previous to this RIF leave, will remain in effect.
- f. Upon return from the RIF leave, the employee will be placed on the step in the salary schedule where the employee was placed prior to the RIF leave
- g. Upon return from leave, the employee's place on the seniority list will reflect a year's leave but will not be considered a break in service.
- h. Upon members' return from a RIF leave, they shall be returned to the same or similar position they held prior to the leave.

8. Unpaid Leave

- a. All employees may opt to take an unpaid leave for either one semester during the 2020-21 school year, or for the entirety of the 2020-21 school year. The parties agree that the following rules shall apply to all unpaid leaves.
 - i. Leaves will be unpaid.
 - ii. Employees shall be able to participate in any online PD when available.
 - iii. Member is eligible to remain as a member of the city's group health insurance plan and dental plan but must pay 100% of all costs for those programs.
 - iv. Member is eligible to retain their life insurance policy benefits but must pay 100% of all costs for that program.
 - v. There will be no accrual of sick leave during the 20-21 school year leave.
 - vi. All unused leave time (including sick time and personal days) earned previous to this leave, will remain in effect.
- Vi Upon return from leave, the employee will be placed on the step in the salary schedule where the employee was would have been placed the school year prior to the leave.

Vii Upon return from leave, the employees place on the seniority list will reflect a year's leave but will not be considered a break in service.

Viii Upon a member's return they shall be returned to the same or similar position the employee held prior to the leave.

vii.—9) A member who takes an unpaid leave shall not suffer any professional disadvantage as a result of the leave.

~~9~~—Should the District transition to a full remote model, the employees on any of the leaves listed above may, at their sole discretion, if there is an available position for which they are qualified may return to work in the remote model. Should the District transition members of the bargaining unit to paid administrative leave, all members on leave shall be transferred to paid administrative leave and their use of leaves outlined above shall be tolled. This provision shall not apply to employees on unpaid leaves of absence.

~~40~~—Nothing herein shall be construed as making a permanent change to the collective bargaining between the parties. All terms and conditions in the agreement shall remain in full force and effect.