

**Negotiations Sub-Committee**

March 27, 2020

In Attendance via Zoom: Michelle Horgan, Michelle Baily, David Polito  
Also in Attendance: Julie Kukenberger, Vincent Leone, Naomi Stonberg

Call to order 4:31

New Business:

- Move to change the order to the agenda to discuss MOA from Teachers union

MOA

- MOA was sent the morning of March 27 and could not reasonably be anticipate in advance.
- Discussion revolved around the first draft submitted from the teachers union
- Discussion revolves around pay continuation of hourly and stipend employees

Mary Beth Banios Contract

- Discussion revolves around the March 1 contract extension and what it means
- Decided to combine the superintendent contract provided by the MASC with the contracts for Julie Kukenberger and Michael Harvey
- Naomi Stonberg to create formalized contract from meeting for submission to Ms Banios

Topics for new meeting

- Health Insurance Costs
- HR Buyback

Michelle Horgan move to adjourn 6:22 Polito

Seconded Bailey

Role Call Polito Aye, Bailey Aye, Horgan Aye

- David Polito

Memorandum of Agreement between  
The Hamilton-Wenham School Committee and the  
Hamilton-Wenham Education Association for  
Work Responsibilities during the COVID-19 Emergency

1. Whereas, the Committee and Association are parties to Collective Bargaining Agreements.
2. Whereas, the COVID-19 Pandemic has required the Closing of all public schools and the return date is not definitive and is subject to change.
3. Whereas, the Committee and Association have come to a common understanding of the effect on working conditions and payment of salaries or hourly wages and benefits during school closure periods.
4. Whereas, the terms and conditions of this MOA will expire at the conclusion of the school closures resulting from the COVID-19 Emergency and the return to normal operational school hours.

Now, and therefore, in consideration of the mutual covenants expressed therein, the Parties agree that the terms and conditions set forth in the Collective Bargaining Agreements governing the terms and conditions of employment for all bargaining units represented by the HWEA shall remain in full force and effect as stated therein:

1. All regularly employed part-time and full-time unit members will continue to receive their regular salary (or hourly pay), wages, stipends, and benefits, for work started on/or before March 12, 2020, as if the district was open.
2. All Spring Sport stipends will be paid and if the season is cancelled, the stipend will be prorated from March 16, 2020 to the date of the cancellation.
3. Days during the extended COVID-19 school closure shall be considered workdays for all employees.
4. Employees who are on extended leave (paid or unpaid) prior to the extended COVID-19 school closure shall remain on that leave and access their available leave balance in accordance with applicable contractual agreements. Unit members who are released to return to work without restrictions by their physician during school closures shall be returned to work.
5. In the event an employee becomes ill and is not able to fulfill the agree upon duties during the closure, the employee shall be entitled to use all accrued sick and personal leave provisions. Employees who utilize their sick leave during this period will not be required to provide plans, initiate or respond to communication, or otherwise participate in the academic engagement described herein on the day(s) they utilize sick leave. The District will also adhere to all provisions of the Families First Coronavirus Response Act and the provisions described within the Act.
6. During the extended COVID-19 school closure, supervisory relationships will remain in place, and both parties agree that employees are expected to adhere to the agreed

upon expectations as mutually determined by the Superintendent and the Association President.

7. All educator evaluations will be based on evidence collected and observations completed on or before March 12, 2020.
8. Any changes to the guidelines for timeline requirements and submission of sufficient evidence for evaluation purposes shall be mutually determined by the Superintendent and the Association President. Any and all disputes will be resolved mutually between the Superintendent and the Association President.
9. During the extended COVID-19 school closure, employees are expected to stay engaged, and maintain regular and consistent communication with their direct supervisor and to also (where applicable) remain connected to their students and families through electronic and/or other means deemed most appropriate. Employees are expected to follow the academic procedures and requirements established at each grade level. The HWRSD Remote Learning Plan shall be consistent with the Department of Elementary and Secondary Education's recommendations on Remote Learning.
10. During the extended COVID-19 school closure, the School Committee and the Education Association are fully aware of and acceptable of the fact that expectations may change as a result of both State and Federal Guidelines and therefore agree to mutually amend expectations as needed. This will be mutually discussed and determined by the Association President and the School Committee and/or their designee.

This agreement will end when the Emergency Closure of the Hamilton-Wenham School District, due to COVID-19, comes to an end.

David Polito date 4/9/20

David Polito  
Chairperson  
Hamilton-Wenham School Committee

John Kotch 4/9/20  
John Kotch 4/9/20 (Apr 9, 2020) date John Kotch 4/9/20  
John Kotch 4/9/20 (Apr 9, 2020)

John Kotch  
President  
Hamilton-Wenham-Education Association