

**JOINT STATEMENT OF INTENT BETWEEN
MSAD #49 BOARD OF DIRECTORS AND THE MSAD #49
TEACHERS ASSOCIATION and EDUCATION ASSOCIATION**

The MSAD 49 Board of Directors (the “Board”) and The MSAD 49 Teacher Association, and the MSAD 49 Education Association (the “Association” of Education Technicians Is, IIs, and IIIs) (collectively, the “parties”) hereby agree to this joint statement of intent.

WHEREAS, the parties are committed to minimizing the risk of exposure to COVID 19 and to the safety and wellbeing of students, staff and families.

HEALTH & SAFETY

1. The Association, Employees and the Board agree that they will follow the guidelines established by the Maine DOE and the Maine CDC, as amended from time to time. If the Association or an employee believes that an unsafe condition exists, they will promptly alert the building administration so that the concern can be evaluated and, if necessary, addressed.

COMPENSATION, LEAVE, AND SCHEDULES

2. The Board will make every effort to ensure that employees receive full benefits of the Collective Bargaining Agreements: the Teachers Association, Education Technicians I and IIs and IIIs.
3. Staff members who coach or supervise extra-curricular/co-curricular activities and who are allowed to continue their activity according to state and local policy through to completion, shall be paid their full stipends in accordance with the collective bargaining agreement between the Board and the Association.
4. It is understood that the start of the teacher/education support worker, work year, commenced on August 31, 2020 (with the first student day on Sept. 8, 2020).
5. The Parties agree to meet on an ongoing basis to discuss any additional adjustments to the school calendar as more direction is made available from the Department of Education.
6. It is understood that in accordance with the collective bargaining agreement, teachers will continue to make themselves available to students for at least 30 minutes beyond the regular student day. Said time may occur prior to or following the student day in consideration for student needs and schedules.
7. Secondary teachers are expected to be available for professional work until 2:45 each day. Teachers may conduct professional work remotely or in the building at the conclusion of the student day and the completion of the 30 minutes of office time. Time beyond the student day (currently ending at 1:25) and up until 2:45 is understood to meet the request for additional prep time for teachers to work with virtual and hybrid students and may be completed remotely.
8. Teachers will leave their buildings at a scheduled time for cleaning/disinfecting to take place. The district agrees to be available to meet and discuss appropriate modifications to this schedule, when/if conditions change, to allow for maximum time for teachers to work in classrooms while meeting health and safety concerns.

WORK ASSIGNMENTS AND ENVIRONMENT

9. The parties agree that if schools must be closed again that work hours may need to be adjusted to meet the needs of the District and students or to meet best practices for social distancing or other safety guidelines.

10. The parties understand there may be a temporary need for new duties for staff members during a school closure in order to provide necessary services. Any new duties that are not reasonably related to a staff member's job, shall be assigned on a voluntary basis. Staff members working in a new capacity will be instructed on the new expectations and responsibilities prior to commencing the new assignment.

DISTANCE LEARNING

11. The Parties recognize that Instructional models may need to change to address the risk factors associated with various types of instruction, i.e. in-person, virtual, staggered day/schedule, or a hybrid type approach to education. In the event instruction during the 2020-21 school year takes place remotely, in whole or in part, the Parties agree that Association input will be considered as the Board strives to develop a fluid, remote instructional plan.

12. In the event that instruction changes from in-person to distance learning or back to in-school instruction for all students during the school year, the Board agrees to strive to provide sufficient advance notice of the change and further agrees that it will work to afford staff time to plan. The parties acknowledge that the State of Maine has considerable online lessons / resources available to support staff with distance learning, and the administration has provided additional support and resources. These resources are available now and staff should refer to them and develop a transition plan so as to ease the transition, which may come on short notice.

13. If the District moves to an all remote model, teachers and educational technicians shall be available to students and parents throughout the regular school day based on the normal schedule of the building they work in.

14. The parties agree that the District has solicited employee and Association input into remote learning policies and protocols that are designed to ensure a smooth remote learning experience. The Board / administration agree to provide notice of finally adopted policies or protocols to the Association before implementation.

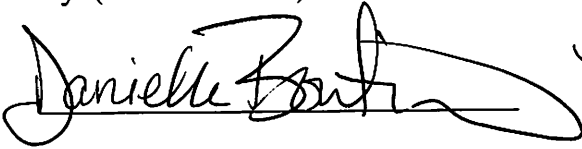
15. It is understood that all provisions of the collective bargaining agreement between the Board and the Associations shall remain in full force and affect.

16. The parties agree this joint statement of intent is a one-time Agreement to address extraordinary circumstances and shall not establish a precedent or practice for any future agreements. It shall not be cited by either party in any proceeding. Should concerns arise about the meaning or application of this agreement, it is understood that the grievance process in the collective bargaining agreement will not apply. Disputes about the meaning or application of the terms of this agreement shall be raised first at the building level. If resolution is not achieved at the building level, then a meeting will be held between the Association representatives and the district level administration to attempt to reach a satisfactory resolution. If the dispute cannot be resolved at that level, then the dispute shall be brought to the Board for consideration. The Board's determination shall be final.

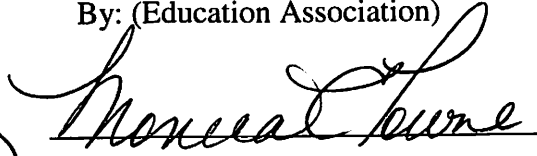

17. This Agreement shall expire in conclusion of the 2020-2021 academic school year. The parties agree to meet as needed upon request to discuss issues, concerns, and successes regarding matters outlined in this Agreement.

Dated this day 8th of October, 2020.

By: (School District)

A handwritten signature in black ink, appearing to read "Danielle Benth", written over a horizontal line.

By: (Education Association)

A handwritten signature in black ink, appearing to read "Monica Lume", written over a horizontal line.
A handwritten signature in black ink, appearing to read "Sandra Pochi", written over a horizontal line.