

**MARLBOROUGH SCHOOL COMMITTEE AND MARLBOROUGH  
EDUCATION ASSOCIATION, UNIT A**

**MEMORANDUM OF AGREEMENT  
RE: SCHOOL NURSES**

This **Memorandum of Agreement** is entered into by and between the Marlborough School Committee (hereinafter, the “Committee”) and the Marlborough Education Association, Unit A (hereinafter, the “MEA”).

**Whereas**, the Committee and the MEA (collectively, the “Parties”) are parties to a collective bargaining agreement for the period of September 1, 2018 through August 31, 2021 (hereinafter, the “CBA”) which includes provisions relative to the wages, hours and working conditions for unit members; and,

**Whereas**, on March 11, 2020, the outbreak of the 2019 novel Coronavirus (“COVID-19”) was characterized as a pandemic by the World Health Organization; and,

**Whereas**, the Governor of Massachusetts has declared a state of emergency pursuant to Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, and ordered all public schools closed through May 4, 2020; and,

**Whereas**, the Committee and the Association have met and bargained in good faith over the impact of the current state of emergency, public health crisis and school closure orders on terms and conditions of employment for school nurses; and,

**Now Therefore**, in consideration of the mutual promises and covenants contained herein, the Committee and the Association agree as follows:

1. MEA Nurses will be directed by the Superintendent to support the operations of the Marlborough Board of Health (“BOH”).
2. In most circumstances, the screening work for the BOH can be accomplished while working from home through telephone interviews or telehealth technology. Marlborough will provide the nurses with information about blocking their phone numbers from third parties.
3. The Supervisor of Nursing and Director of Students Services will keep a list of MEA nurse volunteers for additional work opportunities and needs. Tracy Rowe has volunteered to cover for the Public Nurse at City Hall. Jamy Gaynor has agreed to serve as Tracy’s backup for the Public Nurse position at City Hall.
4. In the event that a MEA Nurse covers a daily shift for the BOH Public Nurse at City Hall, the MEA Nurse shall be compensated at \$160/day in addition to her regular pay.
5. MEA Nurses working for a hospital must let the Supervisor of Nursing and the Director of Student Services know of their hospital schedule. No MEA Nurse working at a

hospital during the time frame of this Pandemic will be asked to assist with screening or take phone calls while on a shift at a hospital.

6. MEA Nurses will continue to receive full pay and benefits during the period of school closure and assignment to the BOH. Any MEA Nurse who is assigned work for the BOH which is beyond the regular workday hours (30 Hours per week during this closure) or occurs on any weekend day, shall be compensated for such hours worked at the rate of \$50.00 per hour. Timesheets are required for additional work.
7. This MOA is temporary and will remain in full force and effect until the Governor's school closure order is lifted, or June 30, 2020, whichever is earlier. It will not be modified or extended unless by mutual agreement.
8. The Parties agree that the provisions of this MOA are applicable solely to the current COVID-19 Pandemic and resulting school closures and shall establish no precedent or past practice between the Parties as to any other matter.

**EXECUTED** in duplicate on the dates set forth below.

**MARLBOROUGH SCHOOL COMMITTEE**

**MARLBOROUGH EDUCATORS  
ASSOCIATION, UNIT A**

  
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Michael Bergeron, Superintendent

  
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Rupal Patel, President

Dated: 4/8/2020

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