

AMESBURY SCHOOL COMMITTEE AND AMESBURY FEDERATION OF TEACHERS
(PARAPROFESSIONALS AND TUTORS)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) by and between the Paraprofessionals and Tutors Chapter of the Amesbury Federation of Teachers, Local 1033, American Federation of Teachers, AFT Massachusetts, AFL-CIO (hereinafter the “FEDERATION”) and the Amesbury School Committee (hereinafter the “COMMITTEE” or the “EMPLOYER”) outlines changes in working conditions related to the unprecedented emergency situation created by the Coronavirus and associated state and federal requirements.

RECITALS

- A. **Whereas**, the COMMITTEE and the FEDERATION (collectively, the “Parties”) are parties to a collective bargaining agreement for the period of September 1, 2019 through August 31, 2020 (hereinafter, the “CBA”) which includes provisions relative to the wages, hours and working conditions for unit members; and,
- B. **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 June 29, 2020; and,
- C. **Whereas**, the Superintendent and the FEDERATION representative(s) have met and bargained in good faith over the impact of the current state of emergency and school closure orders on terms and conditions of employment for bargaining unit members; and,
- D. **Now Therefore**, in consideration of the mutual promises and covenants contained herein, the COMMITTEE and the Federation agree as follows:

AGREEMENT

- 1. The EMPLOYER will continue to provide full regular pay and benefits to bargaining unit members during the school closure period. “Regular pay” shall mean the annual salary set forth at Appendix A of the CBA. It is understood and agreed that members will continue to serve the EMPLOYER’S students through remote instruction using educational platforms.
- 2. Bargaining unit members serving in non-athletic coaching stipend roles (e.g., mentors, club advisors, and teacher-leaders) will be paid stipends on a pro-rata basis tied to actual work performed as of March 13, 2020. Due to the cancellation of the spring athletic season, there will be no payment of any spring coaching stipends.
- 3. The following shall be the remote work expectations during the shutdown period:

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- a) Bargaining unit employees (“employees”) shall work remotely for the duration of the school closure period and are expected to comply with the teaching and learning expectations developed between the Employer and the Federation. Such expectations shall be consistent with the guidance issued by the Department of Elementary and Secondary Education (“DESE”) and are designed to support students to engage in meaningful and productive learning for approximately half the length of a regular school day.
 - b) Paraprofessionals and tutors are expected to assist teachers however reasonably possible in the delivery of remote learning to the District’s students.
 - c) Members may be asked to participate in communication and interaction with students, virtually, at least once a week.
 - d) Members must be available by phone, Google Hangouts, or email for consultations, including professional development, with administrators between their normal working hours.
 - e) Members will continue to be available to communicate with teachers for matters relating to implementation of student IEPs.
4. Members who are diagnosed with Coronavirus shall report this to the Superintendent or his designee immediately.
 5. Unit members who were on extended leave prior to school closures shall remain on that leave (paid or unpaid) and access their available leave in accordance with contractual and legal regulations. Generally, unit members who are released to return to work without restrictions by their physicians during school closures shall be returned to work and their leave of absence will be terminated. These matters, per usual practice will be handled and reviewed on a case by case basis by the Superintendent or his designee.
 6. Educator evaluation cycles will consider work performed up until March 13, 2020. The Parties agree to waive the provisions of the Educator Evaluation system requiring a minimum number of observations during the Plan year. Remote work time will not be subject to evaluation, however, failure to participate in remote work consistent with the agreed upon expectations referenced at Paragraph 1 may be addressed.
 7. The parties acknowledge this public health crisis is changing from day-to-day. Upon the request of the other party, the EMPLOYER and the FEDERATION agree to negotiate modifications to this MOU and/or other conditions of employment related to the coronavirus and school closure.

8. This Agreement shall be effective upon execution and shall expire at such time as the Governor's school closure order is lifted and the District resumes operations or on June 30, 2020, whichever is earlier. This Agreement may be extended by mutual written agreement of the FEDERATION and the EMPLOYER.
9. The FEDERATION and the EMPLOYER acknowledge there may be additional guidance coming from DESE to address remote education concerns. The parties agree to address additional changes to this agreement related to those best practice recommendations.
10. Any bargaining unit employee that demonstrates a hardship (lack of technology, access to the internet, etc.) shall be resolved on a case-by-case basis.
11. This Agreement represents the entire agreement of the parties, and there are no other understandings, either verbal or written, between the parties to this Agreement.
12. This Agreement is subject to ratification by the School Committee.

EXECUTED in duplicate on the dates set forth below.

For the Amesbury School Committee



Mayor Cassandra Gove,
Its Chair

Dated: 5/7/20

For the Amesbury Federation of Teachers,
Local 1033



Cynthia Yetman,
Its President

Dated: 5/7/20