

**AMESBURY SCHOOL COMMITTEE
AND
AMESBURY FEDERATION OF TEACHERS**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is being entered into by and between the Teacher Chapter, Paraprofessional Chapter, and Maintenance and Technician Chapter of the AFT Amesbury, Local 1033, American Federation of Teachers, AFT Massachusetts, AFL-CIO (collectively referred as the “FEDERATION”) and the Amesbury School Committee (hereinafter the “EMPLOYER”) to outline changes in working conditions related to the school reopening plan.

RECITALS

WHEREAS, the Committee and the Federation (collectively, the “Parties”) are party to a collective bargaining agreement with the Teacher and Nurses Unit for the period of September 1, 2020 through August 31, 2023 (hereinafter “the Teacher CBA”) and with the Paraprofessional and Tutors Unit for the period of September 1, 2020 through August 31, 2021 (hereinafter “the Para CBA”) and with the Facilities and Maintenance Unit for the period of July 1, 2020 through June 30, 2023 (hereinafter “the Maintenance CBA”); all of which include provisions relative to the wages, hours and working conditions for unit members; and,

WHEREAS, on June 25, 2020 the Department of Elementary and Secondary Education (“DESE”) issued guidance requiring school districts to develop plans for Remote Learning, In Person Instruction, and a “Hybrid” model for the forthcoming 2020-2021 school year; and

WHEREAS, the ongoing COVID-19 pandemic has given rise to a host of unprecedented challenges to safety of students and staff necessitating changes to pedagogical practice as well as District operations; and

WHEREAS, the duly authorized representatives of the Committee and the Federation have met and bargained in good faith over the District’s Re-Opening Plans and related issues; and,

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree as follows:

AGREEMENT

1. **COLLECTIVE BARGAINING AGREEMENT.** The terms and conditions set forth in the Collective Bargaining Agreements between the Federation and the Committee referenced above will continue in full force and effect, except as modified by the terms of this Memorandum of Understanding.

2. **APPLICABILITY.** This MOU is resolving changes to working conditions while operating in primarily a remote plan, with an in-person component for certain students in special education and English Learner programs. The Parties understand and agree that the Coronavirus/COVID-19 is unpredictable and agree that the Parties will meet to discuss and/or negotiate regarding changes as circumstances emerge and/or change. The Parties shall continue to meet and negotiate working conditions related to a hybrid model or the full in-person return of students.
3. **BACK TO SCHOOL PLAN.** The Federation agrees to the Amesbury Public Schools Fall 2020 Reopening Plan adopted by the Amesbury School Committee on August 13, 2020. In the event there is a discrepancy between the Reopening Plan and a provision herein, this Memorandum of Understanding shall prevail.
4. **DEFINITIONS.** The term “teacher” as set forth herein refers to all employees included in the recognition clause of the Teacher CBA. The term “para” refers to all employees included in the recognition clause of the Para CBA. The term “technician” refers to all employees included in the recognition clause of the Maintenance CBA.
5. **STUDENT YEAR.** Consistent with the Department of Elementary and Secondary (“DESE”) guidance the 2020-2021 academic year for students will be reduce from 180 days to 170 days and will begin on September 15, 2020. Teacher and Paraprofessional contractual work days in excess of the 170 will be utilized for professional development, common planning time, and safety training, consistent with Amesbury’s Reopening Plan.
6. **START DATE.** The first work day for teachers shall be August 27, 2020. The first work day for paraprofessionals shall be August 27, 2020. Employees shall not be required to work the Friday or Monday of Labor Day Weekend.
7. **WORK LOCATION.**
 - a. Remote Learning. Pursuant to the Amesbury Back to School Plan, after the professional development period, the school year for students will begin in the remote learning model. Those employees assigned to the remote learning plan will be present in their assigned school buildings two (2) days per week, with said days to be scheduled by the building principal, barring a decision by the Committee or Superintendent to close the building or a stay at home order from the Governor or a workplace accommodation approved by the Superintendent or his designee. Employees, at their own option, may choose to be present in the building additional days.
 - b. In-Person Teaching. Employees assigned to in person teaching for “high needs populations” as identified in the reopening plan, including in the Special Education and English Learner programs, will be present in their assigned school buildings four (4) days per week barring a decision by the Committee or Superintendent to close the building or a stay at home order from the Governor or a workplace accommodation

approved by the Superintendent or his designee. Such employees may choose to work remotely on Wednesdays.

- c. The EMPLOYER may modify classroom assignments to optimize building safety layouts.
- d. The Parties shall continue to meet to discuss and resolve implementation concerns.

8. WORKPLACE ACCOMODATIONS DURING REMOTE MODEL.

- a. In Person Teaching: Employees assigned to in person teaching for “high needs populations” as identified in the reopening plan, including in the Special Education and English Learner programs, may request a remote work assignment as a workplace accommodation. Such requests will be assessed based upon the employee’s individual situation, qualifications for the position in question and their ability to perform the essential functions of their position in a remote capacity, using the process outlined below. Where it is determined that the employee does not qualify for an accommodation, is not qualified for an available remote assignment or where it is determined that the essential functions of the employee’s position cannot be performed remotely, the employee will be offered a leave of absence without pay.

The following tiered system will be used to prioritize available remote assignments for qualified staff. As used herein, the term qualified for educators refers to licensure appropriate to the assignment. All staff in a higher tier shall be considered for remote assignments before a lower tier. In the event of a need for a tiebreaker within a tier, seniority shall be the tiebreaker.

- i. TIER 1: Individuals with disabilities under the Americans with Disabilities Act, including pregnant employees, as confirmed by a medical professional.
 - ii. TIER 2: Individuals who are personally medically identified as at heightened risk from COVID-19 as defined by the CDC and as confirmed by a medical professional.
 - iii. TIER 3: Individuals who are living in a household with someone who is personally medically identified as at heightened risk from COVID-19 as defined by the CDC, as confirmed by a medical professional.
 - iv. TIER 4: Individuals who would be eligible for federal COVID-related childcare leave.
 - v. TIER 5: All other employees.
- b. Remote Learning: Any employee who is assigned to Remote Learning who falls under TIERS 1-4 identified above will be granted a waiver from the work location requirements set forth at Section 8.

9. **PROFESSIONAL DEVELOPMENT FOR TEACHERS AND PARAPROFESSIONALS.** During the professional development period prior to the arrival of students, the EMPLOYER shall dedicate at least one (1) day to review safety protocols, guidelines, and expectations. At least the equivalent of three (3) professional development days shall be dedicated to common planning time and preparation. Professional development capable of being conducted remotely shall be conducted remotely, as determined in the discretion of the Superintendent.
10. **NON-TEACHING DUTIES.** Teachers and Paraprofessionals shall perform the duties set forth in their respective CBAs. The parties shall meet and negotiate any non-teaching duty that did not exist pre-COVID-19.
11. **HOURS OF WORK, PREP TIME, DUTY FREE TIME.** Employees are expected to work their contractual hours and teachers are expected to work the student class schedule and to actively engage and interact with students during the student day. Preparation and other duty-free time will be provided in compliance with applicable contract provisions.
12. **MODEL TRANSITIONS.** Transition to different learning models will be determined by the Superintendent and Committee and handled consistent with the provisions of the Amesbury Back to School Plan and guidance from DESE and other appropriate state agencies. Transitions may be fluid and involve a return to a prior model should the guidance require. The Federation will be provided with advance notice of such changes. The parties shall meet and bargain any impact of the decision to transition to or back and forth from different learning models (remote, hybrid, in-person, etc.).
13. **TEACHING STYLE ASSIGNMENT.** Remote plans for teaching are set forth in the Amesbury Back to School Plan. Under a remote model, teachers are expected to include both synchronous and asynchronous learning.
14. **CURRICULUM.** During the professional development period prior to the start of the student school year, bargaining unit employees may be expected to make reasonable modifications to lesson plans to ensure proper advancement of the school's curriculum.
15. **SHARING OF TEACHER CREATED CONTENT.** It is the understanding of the parties that employee created videos and content shall not be used except for its intended educational purpose. The EMPLOYER shall work with the FEDERATION to develop reasonable processes to address misuse of employee created content.
16. **CLASSROOM CAMERAS AND TECHNOLOGY.** The EMPLOYER shall provide bargaining unit employees classroom cameras (webcams, etc.) and the necessary technology to effectively implement virtual learning lessons. Teachers are expected to use a variety of tools and resources for synchronous and asynchronous learning. Teacher and Paras may be required to live stream with students. At the expiration or mutual termination of this agreement, whichever comes first, classroom cameras shall be removed from the worksite, unless the Parties negotiate otherwise. The District shall determine the

appropriate platforms for virtual instruction. If a teacher wishes to augment the on-line instruction with another platform, they must receive prior approval from the building principal.

17. **WORK-FROM-HOME/REMOTE WORK TECHNOLOGY.** The EMPLOYER shall provide reasonable access to technology to bargaining unit employees who are approved for a workplace accommodation which allows the employee to work from home.
18. **CO-CURRICULAR ACTIVITIES.** The Parties agree to meet and discuss how athletic and co-curricular stipends will be handled based on health metrics and guidance provided from DESE, MIAA, and related agencies. If the Employer determines that a club, extracurricular activity or sport will not be offered, then no stipend will be paid.
19. **SPECIAL EDUCATION.** The Parties agree to form a subcommittee to review concerns that may arise regarding implementation of special education teaching models set forth in the Amesbury Back to School Plan.
20. **EVALUATIONS.** The Parties agree to form a subcommittee to review the Educator Evaluation processes for the 2020-2021 school year.
21. **CHILDCARE.** In exigent circumstances, teachers and paras may bring their school age children with them to work in their classroom, with prior notice and approval of the building principal, so long as the presence of the employee's children does not interfere with the employee's ability to perform his/her duties. Further, the employee is responsible for ensuring that his/her child adheres to all safety protocols. This is not intended to be a replacement for daily childcare, which is the employee's responsibility to secure.
22. **NURSING PARENTS.** The EMPLOYER shall provide dedicated time and space that is private for nursing parents in need. The EMPLOYER shall clean nursing rooms after each use.
23. **FACE MASKS.** Face masks are required by all employees at all times. The building principal and/or supervisor will be responsible for enforcing the District's mask policy.
24. **SOCIAL DISTANCING.** The District's social distancing protocols are set forth in the Amesbury Back to School Plan. The Parties will continue to explore social distancing for desk placement as they transition to a hybrid or full in person learning model.
25. **HYGIENE AND CLEANING PROTOCOLS.** The District's hygiene and cleaning protocols are set forth in the Amesbury Back to School Plan. The parties will continue to meet and discuss health, safety, and cleaning concerns that may arise.
26. **STAFF CROSS CONTAMINATION.** In assigning staff, the Employer will make reasonable efforts to avoid cross contamination. However, the Parties recognize that certain employees, by virtue of their roles, will be required to go into multiple classrooms and/or

buildings.

27. **BUILDING INSPECTIONS.** The EMPLOYER shall have a qualified third party inspect the facilities and certify proper ventilation and other safety components are adequate. The EMPLOYER shall provide a copy of the report to the FEDERATION.
28. **WORKING WINDOWS.** The EMPLOYER shall make every effort to assign bargaining unit employees to classrooms with working windows. In cases where this is not possible, the FEDERATION and the EMPLOYER shall meet to discuss reasonable safety precautions (e.g. plexiglass, ventilation filters, etc.).
29. **FILLING OF VACANCIES.** In the event the EMPLOYER does not fill a vacancy that they otherwise would, the FEDERATION does not waive any rights or privileges to bargain the impact once the emergency coronavirus working conditions terminate.
30. **NO OUTSOURCING.** It is not the intention of the EMPLOYER to contract out bargaining unit work except on a limited basis as a temporary, non-precedent setting measure during the COVID crisis. The use of contracted work shall not result in a layoff.
31. **VOLUNTARY LEAVE OF ABSENCE.** Bargaining unit employees may take an unpaid, voluntary leave of absence for up to one (1) year allowed in semester increments. During any unpaid leave for the employee's own medical reasons, the employee will be offered the opportunity for continued group health insurance coverage with the premium cost share that is currently in place for District employees. During any unpaid leave for nonmedical reasons, the employee will be offered the opportunity for continued group health insurance coverage but will be responsible for 100% of the premium costs.
32. **COMP TIME.** In appreciation of the services provided during the ongoing State of Emergency, Maintenance Technicians shall be granted three (3) days of leave to be used on or before June 30, 2022.
33. **WORK LIFE BALANCE.** The EMPLOYER will work with the FEDERATION to establish communication expectations in the reopening plan to support work life balance concerns.
34. **SELF-SCREENING.** Bargaining unit employees shall be responsible for self-screening and reporting whether they have COVID-19 symptoms to the Superintendent or his designee. Bargaining unit employees shall not come into work if ill or immediately report to their supervisor if symptoms arise after their arrival. In such cases, employees will stay home for a duration in accordance with CDC guidelines or a negative test result. The EMPLOYER may request employees to be tested at the EMPLOYER's expense. Bargaining unit employees may be able to work-from-home during these circumstances or use accumulated sick leave.
35. **STAFF INFECTION.** Bargaining unit employees who test positive for COVID-19 or are in close contact with someone who has tested positive shall self quarantine for a period of

fourteen (14) days. Employees shall immediately report any COVID-19 positive test for either the employee or close contact to the Superintendent or his designee. Bargaining unit employees who are infected due to close contact traced to the employee's physical presence in one of the District's buildings shall be placed on administrative sick leave, with no deduction from the employee's accrued sick time. Bargaining unit employees whose infection is not traced to the employee's physical presence in one of the District's buildings shall be placed on sick leave and may access accrued sick leave benefits. Employees who need to self quarantine may access leave benefits granted by the Families First Coronavirus Response Act. Bargaining unit employees may be able to work-from-home during these circumstances if their assignment allows for work to be performed remotely and if such remote work is approved by their building principal.

36. **PERSONAL PROTECTIVE EQUIPMENT.** Personal protective equipment and safety precautions shall be provided at no cost to employees in accordance with the Amesbury Back to School Plan. Employer provided PPE includes but is not limited to high quality masks, clear face shields, other protective equipment to assist with special education populations, alcohol based hand sanitizer, disinfectant wipes, gloves, sneeze guards/plexiglass, and hand soap.
37. **LAYOFFS.** The EMPLOYER shall use its best efforts to provide the FEDERATION with at least a fifteen (15) calendar day notice of any intended layoff due to budgetary constraints during the term of this agreement. If the intended lay off is due to the District's implementation of a learning plan (ie remote, hybrid, or in person) and a reassessment of staffing need, the EMPLOYER shall use its best efforts to provide the FEDERATION with at least twenty (20) calendar days notice.
38. **STATE TRAVEL RESTRICTIONS.** If the Commonwealth continues out of state travel restrictions and quarantine expectations, bargaining unit employees are expected to notify their building principal or immediate supervisor of any out of state travel to a state identified as requiring quarantine upon return to Massachusetts and present a plan for how such quarantine period will be handled, i.e. by using sick, personal or vacation (if available) time or whether the employee intends to present a negative test result to allow a quicker return to work. If the employee's assignment allows for work to be performed remotely and if such remote work is approved by their building principal, then the employee may be allowed to work-from-home during the quarantine period.
39. **FAMILIES FIRST CORONAVIRUS RELIEF ACT.** The parties acknowledge members' rights and access to leave under the FFCRA. The EMPLOYER shall allow unit members who are taking FFCRA leave for child care purposes to use a prorated amount of sick time to be made whole for up to a 12 week period, provided the employee has certified that they do not have suitable child care available.
40. **ENFORCEABILITY.** This agreement and the terms and conditions found herein can be enforced through the parties' grievance and arbitration procedures outlined in the collective bargaining agreement.

41. **NO PRACTICE OR PRECEDENT.** This agreement shall neither establish a practice nor set a precedent to any modified working condition herein. Furthermore, during the term of this agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits.

42. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.


43. **TERM.** This agreement shall be effective upon execution through and including June 30, 2021. If guidance is amended by DESE or there are regulatory changes by the Commonwealth of Massachusetts, the parties agree to meet and negotiate any changes to this agreement. This agreement may be extended beyond June 30, 2021 by mutual agreement of the parties in writing.

This Memorandum is subject to ratification by the Committee and the AFT. The signatories hereto agree to use their best efforts to obtain such ratification.

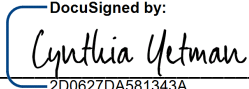
This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that electronic signatures or signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

AMESBURY SCHOOL COMMITTEE

By: 
Katherine Currie,
Chair Personnel Committee
Date: 9/2/2020

AFT AMESBURY

By: 
Cynthia Yetman,
President
Date: 9/2/2020