

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

20-21 REOPENING MEMORANDUM OF UNDERSTANDING IV

This Memorandum of Understanding (hereinafter the “MOU” or the “20-21 Re-Opening MOU IV”) 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.

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, the Committee and the Federation have entered into a Memorandum of Understanding concerning various issues related to the District’s re-opening for the 2020-2021 School Year (hereinafter, the “20-21 Re-Opening MOU I”); and

WHEREAS, as part of the Re-Opening MOU I the Parties agreed to continue to meet and negotiate over working conditions related to a hybrid model or full-in person return of students; and,

WHEREAS, the Committee and the Federation have entered into a Memorandum of Understanding regarding the transition to a hybrid learning model in general and more specifically at the Elementary level (hereinafter, “the 20-21 Re-Opening MOU II”) and at the High and Middle School levels (hereinafter, the “the 20-21 Re-Opening MOU III”; and,

WHEREAS, since that time, the Department of Elementary and Secondary Education (“DESE”) has amended its regulations relative to structured learning time (“SLT”) for hybrid and remote models; and,

WHEREAS, the duly authorized representatives of the Committee and the Federation have met and bargained in good faith over the impact of the new SLT regulations on the District’s Re-Opening Plans; and,

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

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. **20-21 RE-OPENING MOUs I, II and III:** The terms and conditions set forth in the 20-21 Re-Opening MOU I, MOU II, and MOU III shall continue in full force and effect, except as modified by this 20-21 Re-Opening MOU IV.
3. **HIGH AND MIDDLE SCHOOL REMOTE MODELS:** Effective February 1, 2021, when in a Remote Learning Model, High School and Middle School students will be provided with 30 minutes of synchronous SEL instruction on Wednesdays. Student attendance will be taken.
4. **HIGH AND MIDDLE SCHOOL HYBRID MODELS:** Effective February 1, 2021, when in a Hybrid Learning Model, on Wednesdays mandatory attendance will be taken at the High School and Middle Schools as follows:
 - a. At the Middle School – by the Home Room teacher at 8:30 a.m.; and,
 - b. At the High School – by the Advisory Block teacher at 9:00 a.m.

Teachers shall use google meets or similar platform, to complete this attendance check-in assignment and it is anticipated to take five (5) minutes. Additional follow-up for students who are absent shall be completed by management.

5. **2021-2022 School Year Calendar/Teacher Dedicated PRT Time.** As part of the 2021-2022 school calendar, an additional early release (PRT) day will be scheduled for the second half (January – June) of the school year on the Friday before either a school vacation week or holiday weekend. The exact date for this additional early release day will be determined by the Superintendent, subject to the approval of the School Committee. Teachers and Paraprofessionals will have discretion as to how to use such time and they are not required to remain in the school buildings and will suffer no loss of pay.
6. **REOPENER.** The changes set forth above are based upon the Parties' collective understanding of the amendments to 603 CMR 27.00 (hereinafter "the SLT regulations"). In the event that DESE determines that further changes in Amesbury learning models are required in order to comply with the SLT regulations or other guidance issues by DESE, the parties agree to meet and negotiate any changes to this MOU.
7. **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.
8. **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.

9. **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.
10. **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. 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.

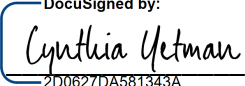
Signed by the duly authorized bargaining representatives on the dates set forth below:

AMESBURY SCHOOL COMMITTEE

By: _____
Katherine Currie,
Chair Personnel Committee

Date: _____

AFT AMESBURY

DocuSigned by:

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Cynthia Yetman,
President

1/29/2021
Date: _____