

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

**20-21 REOPENING MEMORANDUM OF UNDERSTANDING V**

This Memorandum of Understanding (hereinafter the “MOU” or the “20-21 Re-Opening MOU V”) 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 return to full in-person learning.

**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”), as well as an additional Memorandum regarding certain amendments to Department of Elementary and Secondary Education (“DESE”) regulations relative to structured learning time (“SLT”) for hybrid and remote models (hereinafter, “the 20-21 Re-Opening MOU IV”); and,

**WHEREAS**, since that time, the DESE regulations have been further amended , which coupled with directives from the Commissioner of Education require the return of students to in-person learning; and,

**WHEREAS**, the duly authorized representatives of the Committee and the Federation have met and bargained in good faith over the impact of the decision to return to in-person learning; 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, MOU III, and MOU IV shall continue in full force and effect to the extent such provisions remain applicable to the learning model in place, except as modified by this 20-21 Re-Opening MOU IV.
3. **Transition to In-Person Learning:**
  - a. Grades K-4 will begin in-person learning utilizing the 2019-2020 or similar schedule, effective April 5, 2021.
  - b. Middle School (Grades 5-8) will begin in-person learning effective April 26, 2021.
  - c. High School (Grades 9-12) will begin in-person learning utilizing the 2020-2021 “new” schedule effective April 26, 2021.
4. **Elementary Arrival:** Students arriving at the elementary schools will not enter schools until 8:25 a.m. Bus drivers and parents will be informed of the 8:25 a.m. arrival time and that those arriving prior to 8:25 a.m. will remain on busses and in cars.
5. **Social Distancing:** Staff shall maintain social distancing of a minimum of 6 feet. Student desks may be distanced no less than 3 feet. When students are not masked, such as during lunch or mask breaks, 6 feet of social distancing will be observed.
6. **Middle and High School Remote Students:** Middle School and High School teacher responsible for teaching remote students will provide students with the opportunity to participate in the in-person classes through livestreaming.
7. **Quarantined Students:**
  - a. Elementary: In the event that 2/3 or more of an individual class is required to isolate or quarantine, then subject to consultation with DESE’s COVID-19 rapid response help center and the local board of health, the class and teacher will shift to remote learning. Otherwise, the following expectations will be in place:
    - i. The classroom teacher will set aside the day’s student work, similar to that would be normally be provided pre-COVID;
    - ii. The building coordinator will upload the work into google classroom;

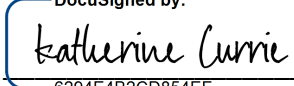
- iii. A paraprofessional will be assigned to hold morning and afternoon meetings with the quarantined student(s). The paraprofessional will be provided a space within the building which allows for internet connectivity.
- b. MS/HS: Teachers will support quarantined students by livestreaming their class and google classroom.
- 8. **Student Mask Breaks:** The Principals will work with educators in their buildings to schedule student mask breaks with the goal of avoiding overcrowding in the hallways.
- 9. **Professional Development Day (PRT):** Teachers will be provided with the choice of voluntarily participating in the three (3) hours of professional development scheduled for March 31, 2021 or they may use that time as personal preparation time in the building.
- 10. **Unused Personal Days:** Unused personal days remaining as of June 30, 2021 will be converted to sick days.
- 11. **2020-2021 School Year:** The student school year will be 170 days. The 170<sup>th</sup> student day will be a student half day. As such, the current 171<sup>st</sup> school day will be cancelled. Employees covered by the Teachers and Paraprofessionals will not be required to report to work on that day and will suffer no loss of pay.
- 12. **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.
- 13. **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.
- 14. **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.

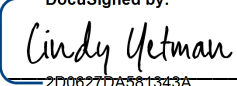
Signed by the duly authorized bargaining representatives on the dates set forth below:

**AMESBURY SCHOOL COMMITTEE**

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By: \_\_\_\_\_  
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Katherine Currie,  
Chair Personnel Committee

Date: 3/31/2021  
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**AFT AMESBURY**

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By: \_\_\_\_\_  
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Cynthia Yetman,  
President

Date: 3/31/2021  
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