

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

20-21 REOPENING MEMORANDUM OF UNDERSTANDING II

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.

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 has voted to transition to a hybrid teaching model for its students and adopted a plan relative to that model; 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, including the transition to a hybrid teaching model and related issues; 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 MOU I:** The terms and conditions set forth in the 20-21 Re-Opening MOU I shall continue in full force and effect, except as modified by this 20-21 Re-Opening MOU II.
3. **APPLICABILITY.** This 20-21 REOPENING MEMORANDUM OF UNDERSTANDING II is resolving changes to working conditions while operating in the “modified hybrid plan”, with an in-person component for certain students in special education, English Learner programs, and Elementary School students. 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 expanded hybrid model(s) or the full in-person return of students.
4. **HYBRID LEARNING MODEL.** The Federation agrees to the Amesbury Public schools Fall Reopening Plan as amended by the Committee as recently as October 16, 2020 to include a transition to a modified hybrid learning model (hereinafter “the Hybrid Reopening Plan”). In the event there is a discrepancy between the Hybrid Reopening Plan and a provision herein, this Memorandum shall prevail.
5. **SOCIAL DISTANCING.** *Amend¹ Paragraph #24 of the 20-21 Reopening MOU I:* 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.~~ In implementing Hybrid Learning, the District will utilize a six (6) foot social distancing requirement
6. **NON-TEACHING DUTIES.** *Amend Paragraph #10 of the 20-21 Reopening MOU I:* Teachers and Paraprofessionals shall perform the duties set forth in their respective CBAs. During such time as the District is engaged in in-person instruction, whether full or in any hybrid model, Teachers and Paraprofessionals will continue to be expected to provide student supervision, including but not limited to the following: supervision of students arriving and departing buildings, supervision of students transitioning from classes or activities, and/or mask breaks. High School teachers will continue to be relieved of duties for the 20-21 school year pursuant to Article IV, Section B of the CBA. The FEDERATION and EMPLOYER shall meet and negotiate over any additional changes to any non-teaching duty that was not established pre-COVID.
7. **STAFF CROSS CONTAMINATION.** *Amend Paragraph #26 of the Reopening MOU:* 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. Absent exigent circumstances, the District will make reasonable efforts to structure staff and student assignments to pods limited to six (6) classrooms.

¹ Changes to existing language in the 20-21 Reopening MOU I is depicted as follows: deleted language with a strikethrough font and inserted language with an underlined font.

8. **CHILDCARE.** *Amend Paragraph 21 of the 20-21 Reopening MOU I:* 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. During such time as the District is engaged in a hybrid cohort based model, Teachers and Paraprofessionals may request to bring their own students to work during their children's asynchronous days, provided the child is an Amesbury Public Schools student, on a space available basis. The Principal reserves the right to change classroom locations to absorb district students of employees attending under this provision. Denial of a request made under this provision shall not be subject to the grievance and arbitration provisions of the CBA.

9. **SPECIAL EDUCATION.** *Amend Paragraph #19 of the 20-21 Reopening MOU I:* 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. The Administrator of Special Education will continue to explore options to address the increased caseload demands resulting from the Spring 2019 COVID closures.

10. **RETURN FROM LEAVES OF ABSENCE.** In the event a bargaining unit employee takes either a medical leave of absence or an unpaid leave of absence as a result of the transition to the hybrid learning model, unit members may choose to return to work if the EMPLOYER returns to a remote learning model. The timing and transition back to work will be determined by the building principal as soon as reasonably possible.

11. **TEACHER AND PARAPROFESSIONAL DISINFECTING/CLEANING EXPECTATIONS.** Teachers and Paraprofessionals shall not be expected to clean or disinfect school buildings. However, Teachers and Paraprofessionals are expected to wipe down their own individual work areas and to supervise students in wiping down their areas with EMPLOYER provided cleaning products and in following appropriate hand hygiene.

12. **ASYNCHRONOUS PREPARATION TIME.** Teachers may utilize contractual prep time for both synchronous and asynchronous preparation. Building principals will work with teachers in their respective buildings to identify and provide additional time when possible, without detracting from student learning. For teachers at the K-1 level with a split session, the building principals will designate space within the building that teachers may use for lunch and prep time while their classrooms are being cleaned. The EMPLOYER shall provide all necessary technology and internet to unit members to complete asynchronous teaching that must be completed while on campus.

13. **WEDNESDAY SCHEDULE.** Teachers and Paraprofessionals may work remotely on Wednesdays. Half of the work day will include asynchronous expectations, such as student support, whether 1:1 or small group, digital learning, and/or hands-on activities, and will

include an attendance mechanism. The other half of the workday shall be for teacher preparation. Synchronous specials will be held during asynchronous days (ie, Monday, Tuesday, Thursday, Friday).

14. **EVALUATION.** *Amend Paragraph #20 of the 20-21 Reopening MOU I:* The Parties agree to form a subcommittee to review the Educator Evaluation processes for the 2020-2021 school year. Notwithstanding the ongoing work of the aforementioned subcommittee, the Parties agree that while in a hybrid learning model observations will be limited to in-person teaching.
15. **PERSONAL TECHNOLOGY.** Bargaining unit employees shall not be required or expected to use any personal technology to complete work assignments including but not limited to personal computers and cell phone data.
16. **STUDENT COVID DISMISSAL ROOMS.** COVID dismissal rooms shall be staffed by the School Nurse. If additional adult supervision is necessary, the building administration will be called in. Nurses will be provided with appropriate personal protective equipment pursuant to Paragraph 36 of the 20-21 Reopening MOU I.
17. **PAPER ASSIGNMENTS.** The EMPLOYER shall not require unit members to give or collect paper student assignments. However, members are not prohibited from utilizing paper assignments if they so choose.
18. **REMOTE LEARNING SUPERVISOR.** The Director of Teaching and Learning will serve as the "Remote Learning Supervisor" to field questions from parents and staff participating in remote learning. Issues relative to staff or student conduct or performance will be forwarded to the building principal. Further, if at any time an entire school is engaged in remote learning, then the building principal will take over supervision of remote learning for all students.
19. **POSITIVE COVID TEST REPORTING.** Contact tracing relative to a positive test report of a student or staff member is conducted by the Amesbury Department of Health. The EMPLOYER shall notify the FEDERATION of any positive case of a student or staff member within the district, subject to applicable health privacy restrictions.
20. **MODEL TRANSITIONS.** *Amend Paragraph 12 of the 20-21 Re-Opening MOU I:* 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.). The District will utilize the following metrics in making decisions regarding school and District closures, as well as transitioning from one learning plan to another: the State's matrix relative to the average infection rates over the prior fourteen (14) days in the Town of

Amesbury, Town of Amesbury DPH data and guidance, and individual school data. Other data may be considered as available information and science continues to evolve. In the event that the District is in a remote learning model, bargaining unit employees may be allowed to work remotely.

21. **JOINT LABOR-MANAGEMENT COMMITTEE.** The Parties agree to create a joint committee comprised of two representatives designated by the AFT President, a member of the School Committee's Personnel Subcommittee and the Superintendent of Schools to meet on a regular basis to maintain an open dialogue over issues related to teaching and learning during the on-going Pandemic. The representative from the Personnel Subcommittee may rotate. The Parties will schedule meetings at mutually convenient times and a proposed agenda of topics will be shared prior to each meeting in order facilitate productive discussions.
22. **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.
23. **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.
24. **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.
24. **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

DocuSigned by:
By: *Katherine Currie*
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Katherine Currie,
Chair Personnel Committee

Date: 11/24/2020

AFT AMESBURY

DocuSigned by:
By: *Cindy Yetman*
2D0627DA581343A...
Cynthia Yetman,
President

Date: 11/24/2020