

MEMORANDUM OF AGREEMENT

BETWEEN THE

AMHERST, PELHAM AND AMHERST-PELHAM REGIONAL SCHOOL DISTRICTS

AND

THE AMHERST-PELHAM EDUCATION ASSOCIATION
(for Units A, B and C)

Regarding the 2020-2021 School Year

WHEREAS, the Amherst, Pelham and Amherst-Pelham Regional School Districts (the “Districts”), through their respective School Committees, are parties to three collective bargaining agreements with the Amherst-Pelham Education Association (the “Association”), one each with Unit A (Professional Staff), Unit B (Clerical) and Unit C (Paraeducators); and

WHEREAS, each of the parties’ collective bargaining agreements were negotiated in anticipation of in-person employment and learning and, if strictly adhered to, would call for a return to in-person employment and learning for all students and staff; and

WHEREAS, the outbreak of the COVID-19 pandemic has made it untenable to conduct in-person teaching and learning for all students while also adhering to social distancing recommendations from the Centers for Disease Control (“CDC”) and the Department of Elementary and Secondary Education (“DESE”); and

WHEREAS, the Districts and Association acknowledge the potential risk of transmission of COVID-19 inherent in any gathering of individuals; and

WHEREAS, the Districts and Association are committed to minimizing the risk of transmission in the school environment; and

WHEREAS, the Districts and Association also recognize the critical role that schools play in students’ social and emotional well-being; and

WHEREAS, the Districts and Association recognize that students’ social and emotional well-being is best served by meaningful curriculum dedicated to the well-being of the whole child,

WHEREAS, the Districts and Association have met to negotiate for certain terms and conditions of employment for the 2020-2021 school year recognizing that the respective collective bargaining agreements are insufficient to address those terms for the 2020-2021 school year.

NOW, THEREFORE, the Districts and Association agree as follows:

1. Preservation of Collective Bargaining Agreements.

The existing collective bargaining agreements remain in full force and effect for the 2020-2021 school year except as modified herein or subsequently negotiated otherwise in writing.

2. Health & Safety.

a. Air Quality –

- i. The Districts agree to meet or exceed the standards set forth in ASHRAE’s Guidance for the Re-opening Schools (<https://www.ashrae.org/file%20library/technical%20resources/covid-19/ashrae-reopening-schools-and-universities-c19-guidance.pdf>), as applicable to pre-K-12 schools (i.e., excluding guidance for Higher Education) as such guidance may amended from time-to-time.
- ii. The Districts will provide the APEA with documentation, to the extent such documentation exists, demonstrating that all buildings to be occupied by APEA staff meet or exceed the above-referenced ASHRAE Guidance prior to initiating phase 1 and for each subsequent phase thereafter.
- iii. Specialized Programs
 - a. UV devices shall installed in a manner designed to prevent accidental exposure to students and staff.

b. Personal Protective Equipment

- i. All individuals entering any school building shall be required to wear a mask unless they have provided a note from a treating physician stating that they should not wear a mask due to medical conditions.
 - a. Students and staff with disabilities or medical conditions that preclude them from wearing a mask will be required to wear a face shield if it is medically safe for them to do so.
 - b. Staff in buildings will be notified when students are not required to wear a mask.
- ii. The Districts will make available to all staff and students KN95, medical grade masks that has been verified as being capable of filtering 95% of 0.3 micrometer aerosol materials.
- iii. Individuals may, in addition to a mask, wear a face shield if they choose. The Districts will maintain a supply of face shields for staff and students in the event an individual who regularly wears one fails to bring their face shield, their face shield is damaged or soiled, etc.
- iv. The Districts will provide face shields, smocks, medical grade masks and/or isolation gowns to staff who are regularly and for extended periods required to work with students within six (6) feet, e.g., a paraprofessional working with a student on a one-on-one assignment.

- v. Specialized Programs
 - a. The Districts will provide sufficient PPE for specialized programs as required by DESE/DPH.

c. Mask Removal

- i. Mask breaks will be provided at reasonable intervals. The Districts have purchased tents to allow for outdoor mask breaks. In the event of inclement weather, mask breaks will occur in large, indoor spaces (but in small groups) as determined by each building principal.
- ii. Masks are not required while eating, but should be put back on when done.
- iii. In the event of inclement weather, breakfast, snack and lunch may be eaten in the classroom.
- iv. Staff may allow a student to temporarily remove their mask, but should keep the period of time to a minimum and should ensure a distance of six (6) feet is maintained between the student and all other individuals except in unusual circumstances, e.g., a student has injured themselves.

d. Handwashing/Hygiene

- i. The Districts will place hand sanitizer in all classrooms that do not have warm water and soap, in hallways, office spaces and as may be required by federal, state or local health officials.
- ii. The Districts will place signage throughout each school building emphasizing the need to wear masks, frequently wash/sanitize hands and maintain a distance of six (6) feet.
- iii. Specialized Programs
 - a. The parties agree to use a problem-solving approach to address additional facilities-related needs in specialized programs.
 - b. If building-based problem solving cannot reach resolution, the JLMSC will review the situation to assist the parties to come to an agreement.
 - c. Provision of instruction for high risk activities of daily living will be addressed during team meetings, when necessary.

e. Social Distancing Requirements

- i. The ARPS School Committee and the Amherst-Pelham Education Association agree that physical distancing that limits close physical contact among all students and staff at the school sites, consistent with the most recent epidemiological information must occur. Physical distancing measures shall include:
 - a. Teachers, education support professionals, administrators, and all other school staff shall maintain six (6) feet of physical distance from one another and signage will be posted to indicate proper physical/social distancing.

- b. Members of Unit C who are assigned to support students that require regular and extended, close contact (less than 6 feet) with students or who require regular and extended, close contact with students who are not required to wear a mask during a time when the Districts are operating under a hybrid or in-person model will be paid a 2020-2021 stipend of \$250 per quarter for all employees, prorated for in-person days worked.
- c. Students will be required to maintain six feet of social distance.
 - 1. The Districts will assume liability in the event that staff cannot maintain six feet of social distancing while supporting students. Staff will not be held liable.
 - 2. The Districts shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.
 - 3. In classrooms where tables are utilized, students at tables will be spaced no less than six (6) feet apart. If sharing a table is required, students will be seated at opposite ends of the table.
 - 4. During less-structured classroom time in Elementary settings, teachers will designate spaces for students for play and social interaction, but students must maintain social distance, keep masks on, and not share materials during this time.
 - 5. The Districts recognize the difficulty in ensuring students maintain six feet of social distancing at all times. Although staff are expected to enforce social distancing, the Districts will assume liability in the event that students cannot maintain six feet of social distancing. Staff will not be held liable for a students' failure to meet this expectation to the extent permitted by law.
- d. Classes of elementary students will not mix indoors or outdoors.
 - 1. Arrival and Dismissal: Members will make reasonable attempts to help students learn routines and reinforcing expectations in line with normal classroom management expectations, but will not be responsible for ensuring compliance. The Districts and its administrators will be responsible for enforcement when necessary. The Districts will, in consultation with staff, make a plan for teaching, practicing, and enforcing the items d, e, f, g, and h below.
 - 2. Students will arrive and walk 6ft apart to their designated entrance.
 - 3. Students will be dismissed in a way that ensures 6 ft of distance throughout the dismissal process.

- e. All students require education in order to learn how to socially distance from others while moving in the classroom and throughout the campus.
- f. Hallways and entrances will have one-way designations with clear signage.
 - 1. Elementary Schools: Students will have entry and exit doors assigned to them.
 - 2. Backpacks and coats will remain in the classroom. Students will use outdoor classroom doors whenever feasible to limit number of students in the hallways.
 - 3. Schedules must ensure that the density of students in the hallway must be sufficiently reduced such that students are not within 6 feet of another student.
- g. When students arrive at school, they must immediately go to their first period class and sit in their assigned seat so that proper distancing can be maintained. Students must be dismissed from class at the end of the day using classroom exit when available or in a way that ensures that hallways will not become overcrowded and that 6 feet of separation will occur.
- h. Secondary: Students with IEPs indicating they may take movement breaks within the building will need to take movement breaks either in the classroom or outdoors. In classroom movement breaks may not encroach on the 6 feet of separation needed between all students within the room.
- i. Elementary Schools:
 - 1. Recess:
 - A. Recess periods shall be staggered to avoid large gatherings of students.
 - B. Students will wear a mask when playing at recess when not maintaining a 6 ft distance from others.
 - C. Students who are not able to comply with recess safety protocols will be given a specific area to play in with a staff or independently

f. Student Illnesses

- i. The Districts will communicate to all families the importance of not allowing students with any symptoms associated with COVID19 to attend school. Students will not be allowed to return to the school building until they have met standards established by the Commonwealth.
- ii. Staff will be trained in identifying students with symptoms of COVID19 and proper protocols for handling such students.
- iii. The Districts will comply with all DESE guidance regarding students who are exhibiting symptoms of COVID19, e.g., maintaining an isolation room. All staff and students must stay home if they or any member of the household has a symptom of COVID-19 until the staff member or student obtains a negative test result or they meet other standards for the return to

the workplace established by Federal, State and local public health authorities.

- iv. When there is a suspected COVID-19 case, the COVID nurse shall assess any student suspected of having symptoms in the isolation room.
- v. Any staff member (teacher, para, clerical staff, bus driver, etc.) can refer students to the COVID nurse.
- vi. All staff and student parent(s)/guardian(s) of a school will be told if any student or staff have had a positive test result.
- vii. Staff will not be asked to sign liability waiver documents regarding COVID19 as a condition of being able to work.
- viii. Students and staff will be directed to contact the school immediately if they have a positive COVID19 test result.

g. Responding to a Positive Test

- i. The Districts will respond to a positive test in accordance with DESE's July 17, 2020 protocol as such protocols may be amended.

h. Health & Safety Guide

- i. The Districts have adopted an ARPS Return to Schools Safely Health and Safety Guide. It is attached as Exhibit A. It details additional procedures and standards the Districts will implement.
- ii. The Districts will update the ARPS Return to School Safely Health Safety Guide to reflect any changes negotiated in this Agreement as soon as is reasonably feasible. The Districts will provide the APEA with a revised copy of the Guide at least 24 hours before publishing it.
- iii. The Districts will update these procedures and standards as further research becomes available about the transmission and nature of COVID19. In the event future such guidance conflicts with any provision of this Memorandum, the Districts will provide the Association with reasonable notice of any such change in guidance and comply with the future guidance.

i. Breaches of Safety Protocols

- i. The Districts shall designate an individual(s) in each building to receive and coordinate the Districts response to any reported breach of safety protocol provided that the failure of a student to strictly adhere to mask and social distancing requirements shall not be reported unless a staff member has made reasonable attempts, given the age and capacity of the student, to address the issue and the student has failed to meet these expectations.
- ii. The Districts will make all staff aware of the reporting mechanism.

3. Phases (Units A and C only)

a. Phase 0 - August 31 through September 15

- i. Members will be provided with professional development to aid them in providing distance instruction. Before implementation of in-person instruction, members will be trained in the use of personal protective equipment, responding to individuals who may be exhibiting symptoms of COVID-19 and other aspects of teaching and learning unique to the 2020-2021 school year, consistent with Paragraph 4.
- ii. Beginning on September 7 and continuing through all phases, members can voluntarily meet with students and families in person, or remotely. Throughout all phases, members will make reasonable attempts to maintain contact with students and families on a regular basis to do social emotional wellness checks, basic needs assessments, assessing barriers (including technological barriers) to accessing curriculum, closing gaps (particularly those that developed during the end of the 2019-20 school year), and forming and maintaining a personal connection with students and their families.
- iii. The Districts will help facilitate and support family outreach by allocating time when Unit A and C staff may engage in family outreach.

b. Phase 1 (begins September 16)

- i. Phase 1 shall be distance learning only.
- ii. During Phase 1, ARPS will provide robust (5-day per week) distance learning for all students on a schedule that conforms to the DESE time on learning guidance and Paragraph 5 below, Workplace Expectations.

c. Phase 2 (begins October 1)

- i. Metrics – Provided there are fewer than 28 new cases per week per 100,000 (using a 7-day rolling average) in Hampshire, Franklin and Hampden counties, with a weighting of .8 for Hampshire County, .1 for Franklin County and .1 for Hampden County, **and** the PCR positive test rate (using a 14-day rolling average) in Hampshire, Franklin and Hampden, with a weighting of .8 for Hampshire County, .1 for Franklin County and .1 for Hampden County, is less than 2.5%, **then** the Districts will move to Phase 2, but no earlier than October 1.
- ii. In Phase 2, pre-K – Grade 1 students and students who are enrolled in substantially separate special education programs, SLIFE/beginner English Language Learners, students who qualify, under McKinney-Vento, as students without a permanent residence will have the option of electing in-person or distance learning. In-person learning for this cohort (“Cohort A”) shall be five (5) days per week and shall begin on the latter of when the metrics outlined above are met or October 1.

- iii. During Phase 2, ARPS will provide robust (5-day per week), distance learning for students in Grades 2 through 12 and those in Cohort A who have elected distance learning on a schedule that conforms to the DESE time on learning guidance and Paragraph 7 below, Workplace Expectations.

d. Phase 3 (begins no earlier than October 19)

- i. Metrics - Provided there are fewer than 28 new cases per week per 100,000 (using a 7-day rolling average) in Hampshire, Franklin and Hampden counties, with a weighting of .8 for Hampshire County, .1 for Franklin County and .1 for Hampden County, **and** the PCR positive test rate (using a 14-day rolling average) in Hampshire, Franklin and Hampden, with a weighting of .8 for Hampshire County, .1 for Franklin County and .1 for Hampden County, is less than 2.5%, **then** the Districts will move to Phase 3, but no earlier than October 19.
- ii. In Phase 3, pre-K – Grade 3 students and students who are enrolled in substantially separate special education programs, SLIFE/beginner English Language Learners, students who qualify, under McKinney-Vento, as students without a permanent residence will have the option of electing in-person (five (5) days per week) or distance learning.
- iii. During Phase 3, ARPS will provide robust, distance learning for students in Grades 4 through 12 and those in Cohort A who have elected distance learning on a schedule that conforms to the DESE time on learning guidance and Paragraph 7 below, Workplace Expectations.

e. Phase 4 (begins no earlier than November 16)

- i. Metrics - Provided there are fewer than 28 new cases per week per 100,000 (using a 7-day rolling average) in Hampshire, Franklin and Hampden counties, with a weighting of .8 for Hampshire County, .1 for Franklin County and .1 for Hampden County, **and** the PCR positive test rate (using a 14-day rolling average) in Hampshire, Franklin and Hampden, with a weighting of .8 for Hampshire County, .1 each for Franklin County and .1 for Hampden County, is less than 2.5%, **then** the Districts will move to Phase 4, but no earlier than November 16.
- ii. In Phase 4, pre-K – Grade 6 students and students who are enrolled in substantially separate special education programs, SLIFE/beginner English Language Learners, students who qualify, under McKinney-Vento, as students without a permanent residence will have the option of electing in-person or distance learning. The number of days, up to five (5), students in Grades 4 – 6 will attend in-person learning if the Districts have sufficient transportation to meet student/family need. Such determination shall be made no later than November 1.
- iii. In Phase 4, students in Grades 7 – 12 will attend in-person learning one (1) day per week. During Phase 4, ARPS will provide robust, distance learning for students in Grades 7 through 12 three (3) days per week

consistent with paragraph 7 below. The remaining day shall be an asynchronous learning day.

f. Phase 5 (begins no earlier than the first day of the second semester)

- i. Phase 5 shall be the same as Phase 4 provided that if the above metrics continue to be met, students in Grades 7 – 12 will begin attending in-person learning two (2) days per week. During phase 5, ARPS will provide robust, distance learning for students in Grades 7 through 12 two (2) days per week consistent with paragraph 7 below. The remaining day shall be an asynchronous learning day.

g. Notice of Change in Phase

- i. Absent notice from the Districts to the contrary, staff should assume that the initial transitions to Phase 2, 3, 4 or 5 will occur on the earliest possible date (as stated above). Prior to moving from Phase 2 to 3, 3 to 4 or 4 to 5, however, the Districts shall also provide staff who may be moving from distance teaching to in-person teaching confirmation of the in-person assignment 5 working days before the change in Phase. The District will also provide regular updates regarding the metrics described above so that staff will have a general sense as to whether a progression from one phase to the next is likely. Such changes shall begin on the first scheduled school day of the week after the metrics referenced above are met.
 - ii. Staff initially transitioning to in-person teaching for Phase 2 will be given their physical classroom assignment within 24 hours of when it has been determined, but no later than 5 working days prior to the start of subsequent Phases. Staff initially transitioning to in-person teaching for any subsequent Phase will be notified of their classroom assignment at least ten (10) working days before their Phase begins. A delay in these notice requirements shall not delay the implementation of a change in Phase.
 - iii. The JLMSC shall provide the Districts and APEA with updates on the status of the metrics to allow staff to prepare for any potential changes.
 - iv. In the event a regression in Phases occurs, as much notice as is possible will be provided.
- h.** If the metrics fail to be met at any time, the Districts will return to “Full Remote” for all students. Returning to in person learning can be reinstated after a minimum of two weeks in the Full Remote stage provided the metrics are satisfied. Stages must be added sequentially and a minimum of two weeks must occur once a stage is reached before the next Stage can be met.

- i. If the threshold of 28 new cases per 100,000 is reached in any of Amherst, Pelham, Shutesbury or Leverett, the JLMSC will engage in discussion about next steps under the lens of mitigating community spread.
- j. COVID county-level data must be sourced at NYT. In the event NYT data is not available or there is concern about the reliability of such data, Mass.gov, may be used. COVID town-level data must be sourced at Mass.gov. Calculations will be based on confirmed cases only. ARPS and APEA recognize that COVID data reporting may be politicized. All attempts will be made to maintain the “spirit” of the COVID data, even if the COVID data sources or collection methods must change.
- k. COVID case data will be evaluated at least weekly by the JLMSC. The JLMSC may also evaluate concerns whether data are manipulated by the state or local municipalities. In the event there is evidence of data manipulation, the parties will meet to determine whether an alternate source of reliable data is available understanding that original source data is currently only available from the Commonwealth.

4. Ongoing Discussions regarding COVID-19 Safety

The parties acknowledge that they have attempted to address those issues that are reasonably foreseeable at this time to the extent they wish to do so. However, they also acknowledge that the COVID-19 pandemic is likely to evolve and that unforeseeable issues are likely to arise as well. Accordingly, the Districts and the Association agree that new safety concerns should be a point of ongoing discussion. Building-specific concerns should be first addressed with the building principal. Districts-wide concerns should be brought to the Superintendent and the JLMSC. The JLMSC shall also address building-specific concerns that could not be resolved at the building level.

5. Joint Labor-Management Safety Committee

There shall be a Joint Labor-Management Safety Committee (“JLMSC”), comprised of up to three (3) representatives of the Districts and three (3) representatives of the Association. The JLMSC shall have the responsibilities outlined above including, but not limited to, reviewing data related to metrics at least weekly basis. The JLMSC will be contacted immediately if a positive COVID19 test result is reported in any building. It shall also be responsible for monitoring HVAC systems and PPE supplies to ensure compliance with the terms of this Agreement. The JLMSC shall also explore the viability of testing for staff and/or students. In the event a vaccine becomes widely available, the JLMSC will discuss its impact on the educational model being used at the time and will make a recommendation to the Districts and APEA, which the Districts and APEA will then bargain over if a change in model is desired. It shall be responsible for discussing how effective the terms of this Agreement are in addressing COVID19-related concerns, and for making recommendations to the Districts and the APEA as to any

potential revisions. It shall have other such duties as the parties may agree. The JLMSC will meet weekly and determine the form of its meetings.

6. Professional Development

A significant investment in improving and creating comprehensive distance teaching and learning for students and parents shall be made. The first ten (10) days of the 2020-2021 work year shall be scheduled as paid non-instructional days for Units A and C. All staff will report to work remotely, or in-person if they wish, on August 31, 2020, with students returning to enhanced remote learning on September 16, 2020. The first ten (10) days of the school year are reserved for:

- a. Counseling staff at the School-level and Family Center staff at the District-level will develop dedicated teams of staff to follow up with at-risk students and those who have been out of contact with their teachers since the closure of school buildings in March. These teams will be tasked with beginning family outreach and gathering of resources, collaborating with other community resources as needed;
- b. Extensive training for students, families, and educators on all necessary learning and accountability platforms;
- c. The development of clear and explicit communication plans to avoid marginalization of families where English is not the primary language, and opportunities for family feedback in all school community languages;
- d. Educator driven professional development for all members of Units A and C focused on adapting to distance teaching and learning (see (i) below);
- e. Distribution of laptops, chargers, WiFi hotspots, and other technology as needed to all bargaining unit members who request them, subject to availability;
- f. Technology support and training for all Unit A, B and C members;
- g. Distribution of Chromebooks, iPads as indicated for individual students, chargers and WiFi hotspots to students, subject to availability;
- h. Planning for free, universally available, classes/workshops for parents to help them better assist their students in educational processes including best practices for tutoring and grade-level content workshops;
- i. For days 1-5, the professional development schedule will be as previously distributed by the Districts. For days 6-10, at least half of the time shall be teacher-directed work, such as team/department meetings, family outreach, curriculum development and setting up materials for family pick-up. Paraeducator training shall be dictated by program supervisors and supervising teachers as applicable to their positions.

Bargaining unit members' physical presence at worksites during the first ten (10) days of the 2020-21 school year will be optional.

7. Workplace Expectations

- a. The schedules finalized by building principals shall be implemented, provided the Middle and High School schedules for Unit C members may be shifted to a 8:00

a.m.to 3:00 p.m. schedule and provided further that Unit C members who are not able to work this modified schedule will not be required to do so and would remain on the 7:30 a.m. to 2:30 p.m. schedule. Unit A and C members should be available to students in accordance with these schedules.

- b. Distance learning will include both synchronous and asynchronous instruction, not to exceed a combined total of 4 hours per day, the amount of each will be determined by each building principal, subject to the approval of the Superintendent.
- c. Distance learning may be offered from the school building or the teacher's home. Teachers who elect to provide distance learning from home should take reasonable steps to minimize disruptions during synchronous learning, small group and one-on-one engagement.
- d. All distance learning will be provided using the Google Suite platform or Seesaw. Other platforms such as Zoom, Webex, Microsoft, etc., may not be used for any purpose.
- e. For Secondary, attendance will be taken for each class period by following the same protocol as are used for in-person instruction. For elementary, attendance will be taken during Class Meeting each morning, and monitored for subsequent class periods, following the same protocol as are used for in-person instruction.
- f. Members will not be assigned simultaneously to in-person and remote instruction without their agreement. Staff who do not agree will not be penalized in any way.
- g. Bargaining unit members shall not be directed or required to report to physical buildings if they are assigned to work remotely. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following state and local public health recommendations.

8. Off-Site work

- a. Any staff person assigned to deliver educational services at a location in or around a student home will receive an offsite stipend of \$5 per hour for such work and reimbursement for mileage at the prevailing IRS rate for any travel between multiple work locations on a given day, but excluding initial travel from home to the first student location and travel home from the last student location.
- b. Additionally, if such a staff person has a reasonable concern for their physical or professional well-being, they will inform the supervisor and no staff member will be required to return to that assignment until the concerns are addressed.
- c. Such work will be voluntary. No staff member will be penalized for not accepting voluntary work.
- d. The Districts will assume the same liabilities for off-site work that are applicable to work on-site.

9. Access to Technology

- a. All staff members will be provided internet access in the school setting. Subject to availability, Unit A and Unit C staff who opt to work from home in a distance learning model shall be provided by the Districts, at no cost to the employee, a device, and necessary equipment containing sufficient hardware and software to

meet all requirements. The Districts shall maintain a level of quality in the technology and equipment provided to teachers and support staff.

- b. The Districts shall establish a central hub for teachers, students and families for technology support. The Districts shall make said central hub accessible to teachers, students and families in additional languages spoken in our community.
- c. Students who do not have technology necessary to participate in the Districts' remote learning program will be provided with a Chromebook or other appropriate device, and a mobile hotspot, if necessary. The Districts will ensure the needs of the students are considered when choosing what technology is used.

10. Materials for Staff and Students

- a. The Districts shall provide for distribution of materials during remote learning. Students will receive kits with basic tools, manipulatives and materials needed for learning. These kits will be created by the teachers, support staff and coaches who work specifically with each grade level.
- b. Time during the two weeks of PD would be allotted for preparing these materials.
- c. The Districts will provide print materials and books.
- d. The Districts shall ensure that staff are provided with materials needed for teaching. Staff may use materials that are typically made available to them for in-person instruction, e.g., dry erase boards, easels, math manipulatives, books, paper, etc., and may take such materials home with them to use when providing remote instruction. All such materials shall be returned to the Districts no later than the end of the school year.

11. Privacy

- a. The APEA and Districts will establish protocols to protect the privacy of staff and students. The protocols will cover recording lessons, parent participation in synchronous learning, safe practices for one-to-one synchronous sessions when prior parental consent is not possible.
- b. The confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during the closure period cannot be guaranteed. In the event IEP meetings, or other meetings, which trigger privacy issues, are conducted during the closure period, the Districts shall assume any and all liability for student privacy violations which may occur, including FERPA, assuming staff members did not disclose private information that would have constituted a violation during a typical, in-person meeting, provided the employee is acting within the scope of the employee's employment and has not committed any intentional act that violates said privacy rights and/or laws.
- c. Recognizing that while teachers and staff are mandated reporters, the closure of the schools during the COVID-19 pandemic and the implementation of remote learning creates novel and unique challenges to ensuring the safety of students in locations outside the control of the schools. Any allegations that a teacher failed to report abuse or neglect will be evaluated in light of the novel and unique challenges of distance learning.

12. Educator Evaluations

- a. The Districts recognize that teaching in a hybrid and/or remote model is new and that staff are learning how to be most effective in this environment. The Districts agree that the novelty and challenge of these circumstances must be accounted for in the evaluation of staff. However, the ability to ensure that staff are provided meaningful feedback and held accountable for their efforts is also critical. The Districts will suspend the evaluation process until November 1 and to create an evaluation subcommittee with equal representation from the District and the Association that will negotiate revisions to the evaluation process to be used for the remainder of the 2020-21 school year. This provision shall be subject to any subsequent guidance from DESE.
- b. For any period of remote learning or emergency closure, all Unit A, B, and C staff who work the full school year will be credited with time toward PTS, years of service, and seniority.

13. Compensation and Benefits.

- a. Employees working under any of the educational models addressed by this Memorandum (in-person, hybrid, distance) will receive their full compensation and benefits unless working on a reduced schedule.
- b. Bargaining unit members assigned to extracurricular duties who perform the duties associated with such assignments will receive stipends and/or additional pay in accordance with the CBA.

14. Leaves

- a. **Family Related Covid-19 Illness.**
 1. Any employee who has an immediate family member or member of the employee's household contract Covid-19 may request to work remotely. Such requests will be granted when remote work the Districts need performed is available provided the employee is qualified for the remote work. Requests must be supported by medical documentation sufficient to verify that the employee is eligible for leave under this provision.
 2. Employees allowed to work remotely will be paid their normal compensation (unless the remote assignment involves a reduced schedule).
 3. In the event an employee described in (a)(1) requests a remote schedule and the employee's request is not granted or if the employee does not request to work remotely, the employee will be granted up to ten (10) days of paid leave under the Emergency Paid Sick Leave Act (EPSLA), with supporting medical documentation as permitted under the EPSLA. Under this law, pay is equal to 2/3 of the employee's regular pay up to \$200 per day for this purpose. Employees, at their sole discretion, may use any applicable paid leave provisions of the CBA (sick leave, personal leave, vacation leave, compensatory time) in a pro-rated amount to achieve full pay status for these days.

4. If the employee requires additional leave after using all ten (10) days available under the EPSLA, the employee may request FMLA, which will be granted in accordance with the Districts' FMLA Policy and related practices.
5. Employees may also avail themselves of any applicable leave under the CBA.
6. If an employee is not granted a remote assignment or paid leave and the employee chooses to apply for unemployment compensation for the lost income, the Districts shall not contest such application.
7. At the time of the execution of this Agreement, the EPSLA and EFMLA are set to expire on December 31, 2020. As such, the rights under those laws as described in this Agreement will expire on that date unless either one or both of those laws is extended.

b. Employees in High Risk Categories.

1. Any employee who has a disability (within the meaning of the law) or who is in a high risk category as determined by the CDC may request and will be granted a reasonable accommodation, which may include a request to work remotely or a request for a leave of absence. Such requests will be granted when remote work the Districts need performed is available provided the employee is qualified for the remote work.
2. Employees allowed to work remotely will be paid their normal compensation (unless the remote assignment involves a reduced schedule).
3. An employee described in paragraph (b)(1), if given a leave of absence, will receive their full pay up to \$511 per day for ten (10) days of paid sick time afforded to them under the EPSLA. After the expiration of the EPSLA leave, the employee's leave will be unpaid, provided the employee, at their sole discretion, may use other applicable paid leaves (i.e., personal, vacation, compensatory) under the CBA to achieve full pay status for these days.
4. Employees may also avail themselves of any applicable leave under the CBA.
5. If the employee described in (b)(1) is not granted a request to work remotely or a paid leave and chooses to apply for unemployment compensation for the lost income, the Districts shall not contest such application.

c. Care for an Employee's Child(ren) – School Closure/Child Care.

1. An employee who needs to care for their child(ren) because their child(ren)'s school is closed or child care provider is not available may request to work remotely. Such requests will be granted when remote work the Districts need performed is available provided the employee is qualified for the remote work.
2. In the event an employee described in (c)(1) requests a remote schedule and the employee's request is not granted or the employee does not request to work remotely, the employee will be granted up to ten (10) days of paid leave under the EPSLA, with supporting documentation as permitted under the EPSLA followed by up to ten (10) additional weeks of leave under the Emergency Family and Medical Leave Act (EFMLA). Under these laws, pay is equal to 2/3 of the employee's regular pay up to \$200 per day for this

purpose. Employees, at their sole discretion, may use any applicable paid leave provisions of the CBA (personal leave, vacation leave, compensatory time) in a pro-rated amount to achieve full pay status for this leave.

3. Employees may also avail themselves of any applicable leave under the CBA.
4. The Districts will also make available a child care program for the benefit of bargaining unit members. The specifics of the child care program will be communicated to bargaining unit members once determined, and will be determined in the Districts' sole discretion.

d. **Care for an Employee's Child, Spouse or Parent in a High Risk Category.**

Upon a request supported by medical documentation, the Districts will attempt to accommodate staff who have a child, spouse or parents who permanently resides with them who is in a high-risk category as defined by the CDC. Such requests may include a request for a remote schedule or a leave of absence. Requests for a remote schedule will be granted when remote work the Districts need performed is available provided the employee is qualified for the remote work. Requests for a remote schedule or leave under paragraphs (a), (b) and (c), however, will be prioritized. A leave of absence granted under this provision will be unpaid, provided an employee may use applicable leave (personal, vacation, compensatory) under the CBA. Employees may also avail themselves of any applicable leave under the CBA.

- e. **Pregnancy.** Pregnant employees shall be afforded all rights under the Massachusetts Pregnant Workers Fairness Act, which may include the accommodation of allowing employees to work from home. Pregnant employees maintain all other rights under state and federal law and under the CBA. Pregnant employees may also avail themselves of any applicable leave under the CBA.

f. **Employees who Contract or are Exposed to COVID at work.**

- i. Any staff who contract COVID-19, while at work in a school building or while performing stipended work outside of a school building, shall be allowed to work remotely if they are able to do so and a temporary remote assignment is feasible or be provided with up to ten (10) days of paid sick leave under the EPSLA for which they will receive their regular compensation up to \$511 per day.
- ii. If an employee who contracts COVID-19, while at work in a school building or while performing stipended work outside of a school building, requires additional leave beyond the EPSLA shall be provided with paid administrative leave at their regular base salary.
- iii. Nothing in paragraph i. or ii. shall entitle an employee to benefits beyond those provided by law in the event they contract COVID while working remotely.
- iv. Any staff who, while at work in a school building or while performing stipended work outside of a school building, has close contact as defined by DESE's guidance with someone who has COVID-19 shall be required to quarantine, and shall receive the same benefits described above in paragraphs

- i. and/or ii., provided any such staff member shall be required to obtain a PCR test within 72 hours of becoming aware of the close contact and shall return to work the first scheduled school day after receiving a negative test result.
 - v. Unless supplemental benefits are provided elsewhere in this Agreement, employees who contract COVID, are subject to a quarantine order or are otherwise eligible for leave under the EPSLA shall be eligible for up to ten (10) days of paid sick leave under the EPSLA, which shall be up to \$511 per day or 2/3 of their pay up to \$200, as determined by law. Remote assignments will be offered when feasible.
- g. **Travel.** Employees should avoid travel to areas that require them to be quarantined under the Commonwealth's then current travel order, if any, such that they would miss work except when necessary due to a family emergency or similar circumstance, and in any such situation shall communicate the circumstances of such travel to their building principal or immediate supervisor as soon as is practicable. In the event an employee does travel to an area that requires them to be quarantined, the employee must take any steps necessary to avoid or minimize a period of quarantine by obtaining a PCR test, at their own expense (if any), within 72 hours before returning to Massachusetts or as soon as possible after returning to Massachusetts. Except when travel is necessary due to a family emergency or similar circumstance, the employee may not use paid leave provided under the Collective Bargaining Agreement for their travel or any related period of quarantine thereafter.
- h. **Paraeducators.**
 - i. Paraeducators play an essential role in the academic and social emotional education of our students.
 - ii. In order to provide additional work opportunities for paraeducators, paraeducators may be assigned to act as bus monitors. These assignments will not be mandatory.
 - iii. The Districts will provide the necessary PPE and training needed to perform bus monitoring duties.
 - iv. Paraeducators will not be required to perform health assessments of students while performing bus monitoring duties.
 - v. Paraeducators who are offered and accept bus monitoring duties may request a change in their regular hours of work to align with their bus monitoring duties. If a paraeducator's bus monitoring duties require the paraeducator to work more hours than their regular schedule, they will be paid time and one-half for the additional hours worked (notwithstanding the provision in the Collective Bargaining Agreement that provides overtime is only paid at time and one-half for all hours in excess of 40 per week).
 - vi. In the event a bus monitor assignment is not available, paraeducators will work with the Districts, through the appropriate building administrator(s),

on placements that will support students and/or teachers, provided the Districts will not be required to create such alternative placements.

- vii. The Districts may reduce paraeducators' hours or furlough paraeducators, pursuant to paragraph h. below, if a paraeducator opts not to accept a bus monitor assignment or no appropriate alternative placement is available.
- viii. If necessary, furloughs will be implemented based on seniority within each District, provided that paraeducators who are performing off-site work pursuant to Section 8 above shall only be furloughed if there is a change in the circumstances of the student to which the paraeducator is assigned such that the assignment changes or is no longer appropriate for the student.
- ix. No individuals will be hired outside of Unit C to fill a paraeducator position until all current Unit C members, including those on furlough, have been offered assignments provided this shall not prohibit the Districts from retaining the contractors working for the Districts as of the execution of this Agreement.

i. **Reduction in Force/Furlough.** In the event of a Reduction-in-Force ("RIF"), the terms of the CBA will be followed. If a furlough becomes necessary, the Districts will ask for volunteers from the titles that are subject to a furlough. In the event of a furlough, the following shall apply:

- 1. The Districts shall not contest any application for unemployment compensation that such employees make.
- 2. Furloughed employees shall have recall rights under the CBA.
- 3. A member who is subject to a furlough pursuant to this MOA is eligible to remain as a member of the town's group health insurance plan and dental plan, with the Districts continuing to pay its share of the premiums for these programs.
- 4. All unused sick and vacation leave earned previous to this furlough will remain in effect. Personal leave will be retained for the current school year.
- 5. Upon return from the furlough, the employee will be placed on the step in the salary schedule where they would have been placed if no furlough had occurred.
- 6. Upon return from the furlough, the employee's place on the seniority list will reflect a year's leave but will not be considered a break in service.
- 7. Upon members' return from a furlough, they shall be returned to the position they held.

j. **Unpaid Leave.**

All employees may request to take an unpaid leave for either one semester during the 2020-21 school year; or for the entirety of the 2020-21 school year. The parties agree that the following rules shall apply to all unpaid leaves.

1. Leaves will be unpaid.
2. Member is eligible to remain as a member of the town's group health insurance plan and dental plan but must pay 100% of all cost for those programs.
3. Member is eligible to retain their life insurance policy benefits but must pay 100% of all costs for that program.
4. There will be no accrual of sick leave during the 20-21 school year leave.
5. All unused leave time earned previous to this leave, will remain in effect.
6. Upon return from leave, the employee will be placed on the step in the salary schedule where they would have been placed if no leave had occurred.
7. Upon return from leave, the employees place on the seniority list will reflect a year's leave but will not be considered a break in service.
8. Up on a member's return they shall be returned to the position they held prior to the leave.

k. Effect of Transition from full remote model on leaves.

Should the Districts transition to a full remote model, employees who have been granted leave under the EFMLA, FMLA or as an accommodation under the ADA may return to work in the remote model. Should the Districts transition members of the bargaining unit to paid administrative leave, all members on EFMLA or FMLA leave or on leave as an accommodation under the ADA shall be transferred to paid administrative leave and their use of leaves shall be tolled. This provision shall not apply to employees on unpaid leaves of absence for other reasons.

AMHERST, PELHAM AND
AMHERST REGIONAL SCHOOL
COMMITTEE

Allison McDonald

THE AMHERST-PELHAM EDUCATION
ASSOCIATION
(FOR Units A, B and C)

[Signature]

[Signature]

Tiffany M. [Signature]

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