

**Memorandum of Agreement
between the
Athol Teachers Association
and
The Athol-Royalston School Committee**

March 18, 2020

Whereas the District and ATA approach this COVID-19 school closure and pandemic with the expectation that they will work cooperatively to provide students the best possible educational experience and connection to their school community, and support to its employees during this unprecedented time.

Whereas, it is understood that this national crisis is fluid: changes to guidelines offered by the Commonwealth of Massachusetts, the United States Federal Government, Department of Elementary and Secondary Education (DESE), the Center for Disease Control (CDC) and any other governmental agencies. Further, in keeping with Federal Government Guidelines as of March 17, 2020, which recommends “social distancing” and avoiding gatherings of no more than ten (10):

Subject to and contingent on ratification by the Athol Teachers Association and the Athol-Royalston School Committee, the Parties enter into the following Agreement:

1. During this period of the Commonwealth of Massachusetts' COVID-19 mandatory closure of the School District commencing Monday, March 16, 2020 (“COVID-19 closure period”), the District will not mandate non-essential Employees to come to work in school buildings. Essential Employees will have a limited work schedule. All employees shall receive full pay and benefits.

2. No employee’s evaluation shall be negatively impacted during the COVID-19 closure period. Additionally, employees without professional status who are on performance improvement plans will have their timelines for their improvement plan and professional status extended for a period of time equal to the length of the closure.

3. No employee shall be mandated to draw from accumulated Leave for the duration of the closure. Employees are expected to remain available during their normal work hours. Employees shall not travel or vacation during this time unless prior authorization has been granted by their supervisor.

4. Teachers shall post enrichment opportunities for students, twice weekly, using the link provided on the School District’s website and shall make every effort to be in contact with students, either by phone or by email, at least twice a week, for the duration of the closure. If in the event teachers are unable to connect with students using these means, the teacher or teachers shall notify the District and the District will provide an alternative means for contacting students. This may include utilizing the District’s Tech Department or other assistance. Math and Literacy Coaches will provide support to Teachers as

needed. All other Teachers or Nurses who have no assigned students, will provide support as needed off premises.

5. If a Paraprofessional, Noon-Duty Aide, are to be provided with a work assignment, that assignment shall be in the form of Professional Development off premises. Paraprofessionals who do not have access to the internet, or the necessary hardware to connect to the internet, shall communicate this with the District and shall either be exempt or be provided with the means to work remotely or an alternative means for participating in Professional Development.

6. Secretaries, as essential employees, shall be mandated to work their current assignments, but on a limited daily schedule of 9 a.m. to 12 noon., Monday through Thursday, for the duration of the closure. While Secretaries are in the buildings, the District shall adhere to all CDC recommended social-distancing guidelines. Parents and other members of the community will not be in physical contact with Secretaries. If a Secretary is quarantined (which is defined herein as meaning a medical official has determined the employee is not able to leave their home because of the virus, because they have the virus or has been exposed to it through someone who does) they cannot go on school grounds or enter any school building until cleared by a medical official or meeting the recommended time period for absence from the CDC or other governmental agencies.

7. Custodians, who are essential employees, shall work their regular assignments, but on a limited daily schedule of one-half their regular workday, or four (4) hours. The District shall notify all Custodians of their work schedule for the following week, no later than 5 p.m. Friday of each week. The Custodians schedule in school buildings may decrease over the course of the closure. If a Custodian is quarantined (which is defined herein as meaning a medical official has determined the employee is not able to leave their home because of the virus, because they have the virus or has been exposed to it through someone who does) they cannot go on school grounds or enter any school building until cleared by a medical official or meeting the recommended time period for absence from the CDC or other governmental agencies.

9. The terms of the MOA shall not constitute a past practice or precedent, including for any future public health issue.

Any MOA reached is temporary and will stay in force and effect until the Governor's school closure order is lifted, or June 19, 2020, whichever is earlier. It will not be extended unless by mutual agreement.

For the Athol Teachers Association: _____

Date: _____

For the Athol Royalston School Committee: _____

Date: _____