

MEMORANDUM OF AGREEMENT BY AND BETWEEN  
THE NORTHAMPTON PUBLIC SCHOOLS AND THE  
NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES

1. Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) between the Northampton School Committee (District) and the Northampton Association of School Employees (NASE) shall remain in full force and effect. **TAed 8-31-2020**
2. The District and the Association will form a Health and Safety joint labor management committee (JLMC) made up of the existing Pandemic Response Team, School Committee Member Susan Voss, or her designee, and at least one member from each of the represented units. On or before October 15, 2020, the JLMC will be responsible for defining metrics and making recommendations to the School Committee about when to move from one model to another. Both parties reserve their rights under the Collective Bargaining Agreements and/or State/Federal Law. **TAed 9-4-2020**
3. Both parties agree to implement the remote model approved by the School Committee until at least November 4th. During this remote phase, all Unit A and Unit C work shall be done remotely unless subject to Para. 12, provided that these employees shall have the option of doing this remote work from their regular work location so long as safety regulations are followed as provided in this MOA and School District policies. **TAed 8-31-20**
4. **Calendar** (As described in the appendix I)
  - a. 10 month employees in Unit E will begin work on August 24 (as stated in current CBA). All employees in Units A, C (ESPs), F (bus drivers and custodians) and G (cafeteria), will begin work on August 31. Hourly workers will be paid for actual hours worked. The district agrees to expand the food service program to provide for onsite meals, and will make every effort to keep all cafeteria workers and bus drivers working their regular hours. All employees may choose to volunteer for a mealtime social gathering. August 31 and September 2 - 9 will be used for Professional Development on remote learning platforms, development of reentry protocols, and physical school set-up appropriate to DESE/ scientific health information and protocols. All PD will be conducted remotely, except for food service workers who will be in person for portions of

the new remote meal program training and kitchen preparation. In person trainings will be done in accordance with health and safety protocols.

The District agrees that for the duration of this agreement, the District shall not enter into any new subcontracts for any work of the bargaining units where sufficient numbers of bargaining unit members are available to complete the work and shall make every effort to keep current employees employed at their regular number of hours. **TAed 9-14-2020**

- b. **September 10 - September 15:** Educators (including but not limited to teachers, counselors, ESPs, special providers, etc.) will contact all

caregivers and students to assess needs, offer guidance, set expectations, and plan schedules and curriculum. Educators may choose to schedule this work in-person as agreed upon by the family, while outdoors and using health and safety protocols. It is the intent of the parties that all students will have the opportunity to meet in-person with an educator from their school, if desired by the caregivers. If these meetings cannot be completed by September 18, they can be completed on Wednesdays during the month of September. IEP meetings can be held during this time and will be held remotely, except that a portion of September 10th will be reserved for mandatory health and safety training for all staff returning to in-person work at the beginning of the school year. Staff who return in-person at a later date will attend a training for health and safety protocols on or before reporting to work in person. **TAed 9-4-2020**

- c. **September 16 - to November 4 or later** The remote learning plan is implemented. September 16 is a Wednesday and will follow the Wednesday O day schedule. The half-day teacher work days scheduled for September 28th and December 8th will be moved to September 17th, and 18th.

- i. September 16, 17, and 18: Full days of planning and time to meet with caregivers will be provided for kindergarten educators. Full days of planning will be provided for special education and preschool educators if they have not yet completed the consultation process with caregivers regarding their students' special education services. Special education service delivery on September 16, 17, and 18 will

focus on inclusion in the general education remote classroom. General educators in grades 1-12 will have half days of planning and time to meet with caregivers. **TAed 8-31-20**

5. **Wednesdays** shall be reserved for teacher preparation and directed collaboration time. Educators and administrators will work together to arrange a schedule for a morning check in session with students, and afternoon office hours, for between 1 hour up to 2 hours. Educators will provide students with a schedule for directed study, independent study, technology-assisted learning, or presentations by persons other than teachers for the day. Special education services on Wednesdays will occur in the morning. Special educators who need to provide more than 2 hours of direct service on Wednesdays will receive additional consultation/collaboration time on other days. This additional time will be scheduled by the special educators' supervisors. **TAed 9-4-2020**
  - a. One half day on one Wednesday a month will be reserved for ABAR (anti bias, anti-racist) and Restorative Practices PD. **TAed 8-31-20**
6. **Hybrid model** : If the District moves to the hybrid model, Wednesdays will continue to be an O day, as described in section 5.
  - a. The district agrees to find appropriate time prior to changing to any other model to allow educators to meet with students and parents to discuss possible re-entry to the building plan. **TAed 8-31-20**
  - b. The District's previously agreed upon calendar shall remain in effect, except for the change in opening, Wednesday work days, the shift of ½ teacher work days (September 28 and December 8) to September 17 and 18 as specified above, and elementary parent teacher conferences will take place January 25-29. All units will work their assigned hours during teacher work days and PD days. **TAed 8-31-20**
7. The District agrees to utilize NASE educators to provide all remote learning services, unless as determined by a student's IEP team. **TAed 8-31-20**
8. During remote learning, the District shall maximize ventilation and monitor air quality. Classrooms with the highest air changes per hour (ACH) will be prioritized for in-person services, and ACH > 9 is ideal. **TAed 9-4-20**
  - a. **Rooms with ACH > 9**: Prioritized for in-person services. The occupancy will be limited to 50 square ft per person (i.e.,

occupancy = room square footage divided by 50) or 12 people, whichever is smaller. **TAed 8-31-20**

- b. **Rooms with  $6 < ACH < 9$** : Free standing HEPA filter units will be placed in the room and the occupancy will be limited to 75 square ft per person (i.e., occupancy = room square footage divided by 75) or 12 people, whichever is smaller. **TAed 8-31-20**
- c. **Rooms with  $6 > ACH > 4$** : Free standing HEPA filter units will be placed in the room. All rooms greater than 300 square feet will be limited to a maximum of 3 people. Rooms less than 300 square feet will not be used. **TAed 8-31-20**
- d. **Rooms with  $ACH < 4$** : Will not be used for in-person learning. **TAed 8-31-20**
- e. CO2 will be monitored with sensors. Levels will be monitored in all classrooms where in-person learning is occurring, and if CO2 levels exceed 600ppm, changes in classroom ventilation (such as exhaust fans) will be used. **TAed 9-10-20**
- f. Masks will be required to be worn inside for all educators and all students, consistent with school policy and the law. **TAed 8-31-20**
- g. In cases where HEPA filters are on order and not available at the beginning of the remote period, window fans may be used in rooms with at least two windows. **TAed 9-10-20**

**9. Teacher/ESP/Administrator requirements during remote and hybrid learning**

- a. Monday, Tuesday, Thursday, and Friday Unit A shall post assignments for the students on the designated platform. As outlined in more detail in Par. 5, Wednesdays shall be reserved for staff preparation and directed collaboration and educators will be responsible for ensuring that students are engaged in non-classroom structured learning time that meets the student learning time requirements of 603 CMR 27.00, et seq.. **TAed 8-31-2020**
- b. Staff shall be available during the normal school hours of the grade level at which they are teaching. **TAed 8-31-2020**
- c. Staff will implement the schedule in the District's remote learning plan in consultation with their building administrators. A combination of synchronous and asynchronous learning is expected during the school day, with a minimum of 3.5 hours of a teacher's instructional time spent in synchronous teaching (on Monday, Tuesday, Thursday, and Friday). No one, other than

educators, can record or photograph synchronous remote lessons, and only students (or others directly invited) may participate in remote lessons. Educators who wish to record a teaching session must gain active consent from the caregivers of all participants. **TAed 8-31-2020**

*Synchronous remote learning* is a form of active learning that occurs when learners and instructors are interacting with one another in real-time, typically through delivery platforms, remote labs, and distance learning technologies such as video conferencing and/or chat, or collaboration and social learning technologies such as social media or remote social learning platforms. While it often occurs online, it could also occur by telephone conference of participants. The goal is for educators and students to communicate in an interactive and collaborative way. Synchronous instruction includes, but is not limited to:

- Whole-group SEL- or community-oriented blocks, such as a morning meeting, homeroom, or flex block
- Whole-class instruction
- Small-group instruction or intervention
- Open drop-in academic support
- 1:1 assistance
- Scaffolded independent or collaborative work
- Collaborating with families/caregivers to assist students. **TAed 8-31-2020**

*Asynchronous learning* is a form of electronic learning in which participants do not necessarily interact, collaborate, and communicate in real time (e.g., record a video of the lesson as opposed to asking students to tune in at a specific hour to watch it “live”). **TAed 8-31-2020**

10. Special Education, including preschool: After consultation with caregivers, if a change of services included in a student’s IEP is to be considered, the IEP team will provide written notification to the caregivers, according to DESE guidelines.

**If the Team determines that remote services can be provided:**

Special education faculty and staff, including ESPs may provide inclusion services in general education sessions as part of the full session and through utilizing break out rooms.

Special Education faculty and staff will be allowed to hold small group synchronous sessions, when such activities are able to meet the requirements of students' IEPs. **TAed 8-31-2020**

11. ESPs shall be assigned by the principals to reinforce instruction, provide small group enrichment, or otherwise assist in ensuring the success of online learning. Should it be necessary, ESPs may be transferred between buildings. When the transition to hybrid or full in person occurs, all employees shall return to their positions as assigned at the beginning of the 2020-2021 school year. Transfers and reassignments shall then commence from that starting point and shall be performed in accordance with the terms of the CBAs. **TAED 8-31-2020**

**12. In-Person Work During Fully Remote Model**

- a. Members of Unit A, Unit B, or Unit C may be required to provide in-person services to high-risk students on an as-needed basis. Athletic coaches will not be considered employees required to provide in-person services to high-risk students as described in this section. Members of these units who are assigned to have close contact with students during a time when the District is operating under a remote model will be paid a 2020-2021 stipend of \$500 per quarter for all employees, prorated for days worked. Proration shall be two-tiered: tier 1 (those required to work partial days and/or less than half of the full days in a week will receive half the applicable quarterly stipend amount); tier 2 (those required to work full days more than half of the week will receive the full applicable quarterly stipend amount). Staff members will self-certify on a form developed by the District at the end of each quarter which tier of stipend rate they are entitled to, based on how often they provided in-person services to students. **TAed 8-31-2020**
- b. It is the intent of the parties that clerical, custodial, and cafeteria unit employees working in person will not be required to provide in-person services to high risk students. Members of these units will not enter rooms while students are present and engaged in in-school learning during the remote learning period. **TAed 9-4-2020**
- c. If a member of any unit currently filling a position needed for in-person work certifies by email to the Superintendent's office of a desire to work remotely on or before September 8, 2020, that vacancy for in-person work for Unit A and Unit C positions will be posted. Employees desiring an appointment to an in-person work position will submit a written request to the Superintendent within five (5) days of the date of post stating the assignment preferred. **TAed 8-31-2020**

- i. The parties agree that vacancies will be prioritized to be filled by employees in the building (staff members already assigned to that grade level or student will be given first right of refusal) requesting in-person appointments.
- ii. Any unfilled vacancies will be filled by involuntary transfer, an employee's area of licensure and length of service in the Northampton Public Schools will be used when determining which employee is to be transferred.
- iii. An employee subject to involuntary transfer may self-certify to the Superintendent that they cannot return to in person work due to a COVID related reason, they will be excused from the transfer and will continue to work remotely if a remote position for which they are qualified is available.
- iv. If an employee notifies the district of their unavailability for in-person work and a comparable remote position is not available to transfer the employee into, the Human Resources Department will determine if they are eligible for a protected leave benefit available under their applicable CBA, State or Federal law. While the district determines whether a transfer into another position is available or a protected leave is applicable, the employee may use personal or vacation days. If they do not qualify for a protected leave, they will be placed on unpaid leave of absence until the end of the remote learning period. During the unpaid leave, the District shall continue their contribution to the employee's insurances, provided the employee pays their contribution. This benefit will be limited to 5 employees on a first-come, first-served basis. **TAed 9/9/2020**

#### **ELIGIBILITY UNDER FFCRA (Family First Coronavirus Response Act)**

An employee must be employed for at least 30 calendar days and on payroll for the 30 calendar days immediately prior to the day the leave would begin. A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work based on their average worked hours. These provisions will apply through December 31, 2020 or for the duration of the law if it is extended. **TAed 8-31-2020**

- v. The District shall provide the Association with a notice when employees are transferred. **TAed 8-31-2020**
  - vi. The District shall limit the number of people, the number of hours, and the instances of recall. **TAed 8-31-2020**
  - vii. All transfers will be temporary and staff members will be returned to their pre-COVID19 position when we return to in person teaching. **TAed 8-31-2020**
- d. **Determination of pausing and resuming in-person services.**  
The average daily case rate will be defined as the average number of new cases in a city or town over the past 14 day period, as reported by the Department of Public Health. As of September 10th, this number is reported by the state on a weekly basis.
- i. If the average daily case rate in Northampton, Easthampton, or Holyoke is 8 or more cases per 100,000 (red), all in-person services shall pause immediately. The JLMC will meet within 48 hours to consider the situation and make a recommendation for a process and timing of resuming in-person services.
  - ii. If the average daily case rate in any city/town contiguous to Northampton not previously listed, as well as Amherst, is 8 or more cases per 100,000 (red), or if the average daily case rate is 4-7 cases per 100,000 (yellow) in Northampton, Easthampton, or Holyoke, the JLMC will meet within 24 hours to determine whether or not in-person learning will need to be paused. If in-person learning is paused, the JLMC will consider the situation and make a recommendation for a process and timing of resuming in-person services. **TAed 9-10-20**
- e. Where remote or in-person educational testing of students is available, the evaluator may shift testing time to outside of the school day by mutual agreement with the caregivers. Testers may share testing responsibilities. Plexiglass dividers will be provided for special educators and school psychologists to use when conducting the testing. **TAed 8-31-2020**
- f. Employees who are required to work in the building will be provided Personal Protection Equipment (PPEs), hand sanitizer, and other cleaning supplies. Except where not feasible (e.g., in the case where such distancing may raise a safety issue for the student(s) or where contrary to the delivery of services necessary in

an IEP, employees shall strive to maintain a minimum of six (6) feet distance at all times between individuals and be required to wear PPE. The District will post COVID-19 health and safety protocol signs at the entrances of every building. **TAed 8-31-2020**

g. The district will provide training for custodians in all new protocols to deal with COVID related cleaning and maintenance issues prior to implementation. District will provide PPE necessary to operate new machines, and safely handle chemicals. To the extent possible custodians will remain in their current location and work hours. **TAed 8-31-2020**

### **13. Health and Safety**

- a. The District shall provide each employee with Personal Protective Equipment (PPE), which will be delivered to the employees' worksite and available prior to the employees' report time. Including but not limited to face shields for appropriate personnel, surgical loop face masks (a minimum of 1 per day for all employees), gloves, and gowns for appropriate personnel. When appropriate, special consideration must be given to special needs populations including, for example, clear masks for the deaf and hard of hearing and gloves and gowns for educators who engage in diapering and toileting. This does not prevent an employee from using their own PPE so long as it conforms to District guidelines, if they so prefer. **TAed 8-31-2020**
- b. All staff will attend a health and safety training for the use of PPE and other safety protocols before working with students in-person. **TAed 8-31-2020**
- c. The District will notify The Association of any positive tests of staff working in-person or students attending in-person in any building, subject to any legal limitations (e.g. student records laws). **TAed 8-31-2020**
- d. All staff required to work in person will be given a work space that allows for 6 ft of social distance from other employees, except for short periods of time less than 15 minutes. **TAed 8-31-2020**
- e. The District shall provide and replenish adequate supplies of hand sanitizer or soap, disinfectant cleaner, and paper towels for every employee in their workspace. Employees will notify the building custodian to replenish supplies. **TAed 8-31-2020**
- f. Plexiglass barriers will be installed on the front office counters by September 1, 2020. **TAed 8-31-2020**

- g. All buildings will be **closed to the public** and **no visitors** will be permitted to enter the buildings. Signs indicating this will be clearly posted.
  - i. Any outside contracted work or state licensed child care programs arranged by the Superintendent of Schools, director of maintenance, or their designee, will be communicated before it begins and the parties will meet for impact bargaining. **TAed 9-14-20**
  - ii. Secure, locked, drop boxes will be installed outside of the buildings to allow for no-contact drop off for documents. A no-contact delivery site will be identified at each building for larger deliveries. **TAed 8-31-2020**
  - iii. Staff will use phone and email to communicate with staff in the main office and only enter when absolutely necessary. **TAed 8-31-2020**
  - iv. A table will be placed outside of each main office for staff documents as needed. Main office doors will remain locked. **TAed 8-31-2020**

14. **Illness:** Aside from those outlined here, all rules regarding leaves in the CBA shall apply. **TAed 8-31-2020**

- a. Any employee who is required to work in person and who is diagnosed with COVID-19 or who is required to quarantine due to contact with a COVID-19 positive individual at work or because government Order will be given the option of transferring to a remote work position for which they are qualified during their quarantine and treatment period. If there are no remote positions for which the employee is qualified or if the employee is unable to work remotely during their quarantine period and treatment period; The employee, at their sole discretion may: **TAed 8-31-2020**

- i. Utilize any contractual paid leave (Sick, personal, vacation, family, sick bank, etc.) **TAed 8-31-2020**
- ii. Apply for workers' compensation. If workers' compensation covers the claim, the District shall provide paid administrative leave to cover the difference between the workers' compensation benefit and the employee's regular pay. If workers' compensation denies the claim, the employee, at their sole discretion, may elect either of the other two options available in this section. **TAed 8-31-2020**

- iii. Take an unpaid leave. **TAed 8-31-2020**

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An employee must be employed for at least 30 calendar days and on payroll for the 30 calendar days immediately prior to the day the leave would begin. A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work based on their average worked hours. These provisions will apply through December 31, 2020 or for the duration of the law if it is extended. **TAed 8-31-2020**

- b. In the event that the District imposes any COVID-19 testing/screen procedure not required by a state or federal law, rule, or regulation as a condition of employment, the District agrees to pay for the cost of the COVID-19 testing/screening if it is not covered by the employee's insurance. The District shall not be responsible for the cost associated with an employee's self-initiated test. **TAed 8-31-2020**
- c. An employee's costs for medical treatment arising from workplace exposure to COVID-19 shall be addressed through the School District's Workers Compensation benefit and claims reporting procedures. **TAed 8-31-2020**
- d. If an individual employee feels the COVID-19 precautions are insufficient to protect their health, we encourage them to also take advantage of other benefits available to them. For example, staff may request a leave. In this case, we will work with the employee to determine whether they are eligible for a contractual, state or federal leave benefit or protections such as sick leave, vacation, or leave under the Family and Medical Leave Act or the Families First Coronavirus Relief Act. **TAed 8-31-2020**
- e. In some circumstances, employees may also be eligible for reasonable accommodations. Reasonable accommodations for health reasons may be available to an individual with a qualified disability under the ADA or State law, or who may need them due to pregnancy or a pregnancy related condition. When an employee makes a request for an accommodation, we will generally need to review medical documentation in order to determine eligibility and will consider accommodations that may effectively meet the employee's needs so they can perform the essential functions of their job. For example, we would consider whether the employee

can perform the essential duties of their job on-site with additional modifications beyond the regular COVID-19 protocols, whether the employee can perform their job remotely from home, or whether a leave of absence for a specific period of time can be accommodated. Reasonable accommodations vary based on the individual staff's needs and the job duties of the position. **TAed 8-31-2020**

- f. The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement. **TAed 8-31-2020**
- g. Any employee utilizing leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA) or any other leave that covers only partial payment of salary may, at the employee's sole discretion, use paid leave (personal, sick, vacation, etc.) in a fractional rate to cover the difference in salary between the leave's provisions and the employee's actual salary. **TAed 8-31-2020**

#### **15. Modifications/Waivers on State Regulations**

**Evaluation:** All evaluations timelines in the CBA will be adjusted 15 days later to reflect the 170 day schedule for the 2020-2021 school year, except those dates that are statutorily/regulation imposed, ii) Teacher observations may include announced remote and/or announced in-person observations to reflect District's opening in a remote mode., iii) In evaluating staff supervisors will take into consideration the unique learning methods and platforms resulting from adopting remote and hybrid learning models and schedule observations. iv) If an employee on an improvement plan is not able to demonstrate performance improvements in previously noted areas of deficiency because of the district's mode (i.e. a teacher who cannot demonstrate recommended behavior management techniques because the district is in a remote learning mode), the designated improvement plan timeline will be suspended until such time as the district returns to a mode that does allow the employee to demonstrate the skills identified in the plan. **TAed 8-31-2020**

- a. **Professional/Licensure responsibilities:** The District shall take all steps within its power, including requesting waivers, to extend timelines for advancing or renewing current licenses based on barriers to educators' ability to earn PDPs, take or pass MTEs, and meet other coursework or program requirements. The District and NASE have a shared commitment to work cooperatively to assist members in maintaining licensure when

there is a risk of lapse through no fault of the staff member. **TAed 8-31-2020**

**16. Technology** Upon request, all Unit A, Unit B and Unit C staff required to provide remote instruction shall be provided by the District, at no cost to the employee, a device containing sufficient hardware and software to conduct their work requirements. Staff who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot or an alternative method as determined by the IT Department. The District shall determine the appropriate platforms for on-line instruction. Teachers shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, they will notify their principal of their desire. The principal and/or superintendent retains the sole discretion to approve/deny the use of an alternative remote platform. All staff using personal or District provided technology for remote work will comply with the District's acceptable use policy, the District's technology policies, and State and Federal student privacy laws and regulations. **TAed 8-31-2020**

**17. Parent Engagement** **TAed 8-31-2020**

a. All team meetings will be conducted remotely whenever possible.

**TAed 8-31-2020**

b. Parent teacher conferences at the elementary schools shall be held on five half days, January 25-29 ( previously October 19-23) and shall be conducted remotely over a device of an employee's choosing. **TAed 8-31-20**

**18. Grading** Each grade level shall follow the same grading protocols as in-person instruction and shall follow any applicable provisions of the Collective Bargaining Agreement (CBA). **TAed 8-31-2020**

**19. Vacation Rollover** Unit B, Clerical Unit E, and Custodial Unit F members may roll over an additional 10 vacation days from the end of the calendar year, school year, or fiscal year depending on the applicable terms of their CBA.. The additional 10 days may be rolled over to vacation days OR sick days per the request of the employee. This does not restrict these members from requesting to use vacation days in the 20-21 school year. To the extent that the clerical or custodial units have limitations on the carryover of their vacation time under their CBAs, the provisions of this paragraph will also apply. **TAed 8-31-2020**

**20.** During times of remote and hybrid teaching/learning, Unit B and Unit E members will have the flexibility to work remotely from home as their positions/responsibilities allow. **TAed 8-31-2020**

21. During times of remote and hybrid teaching/learning, all Unit B members will be eligible for the cell phone allowance outlined in Article 13.02 of the CBA. **TAed 8-31-2020**

22. **Collaboration:** Because of the unique challenges COVID-19 poses this school year, the first 30 minutes of the agenda for the second ALT team meeting each month will be reserved for a discussion of staff concerns with the implementation of remote, hybrid and/or in-person learning models. **TAed 8-31-2020**

**23. Travel Restrictions**

NASE and the District encourage all employees to work together to help minimize exposure to COVID-19 and restrict voluntary travel to places that will result in a mandatory quarantine upon their return. Any NASE employee subject to quarantine due to travel who cannot work remotely upon their return may use sick time or enter unpaid status for the duration of the quarantine. **TAed 8-31-2020**

**24. Preschool**

- a. The District shall limit the number of students in the preschool that fit one of the five criteria set forth by the Department of Elementary and Secondary Education (DESE). Staff assigned to work in person in the preschool who self certify that they cannot work in person shall be assigned to work as follows:
  - i. Granted remote positions in the pre-school.
  - ii. Granted remote positions in other grades or subject areas for which the person is licensed.
  - iii. Take all necessary steps to obtain for the individual a license in an area for which they are not licensed for the purpose of assigning them a remote position.
- b. If an individual is unable to take a position in other license area (step 2 above) or obtain a license in another area (step 3 above) they may, at their sole discretion:
- c. Utilize any accumulated paid time off (vacation, sick, personal, etc.)
- d. Take an unpaid leave. During the unpaid leave, the District shall continue their contribution to the employee's insurances, pursuant to paragraph 12c.
- e. The pre-school will run an in-person morning only program with remote instruction in the afternoons four days per week.
- f. Pre-school will run in person on Monday, Tuesday, Thursday and Friday. Wednesday will be an "O" day as in grades K-12.

- g. Pre-school will operate up to 4 in person classrooms (2 at BSS and 2 at Leeds) where the capacity of each in-person class is not to exceed 5 students.
- h. Pre-school teachers will teach one in-person class of up to 5 students (A group) on Monday and Tuesday and will teach a second in-person class (B group) of up to 5 students on Thursday and Friday.
- i. There will be one CPPI classroom (C group) that will meet the grant requirements by attending school Monday, Tuesday, Thursday and Friday with their classroom teacher.
- j. The CPPI classroom will have in-person care provided on Wednesday which may be provided by therapy staff/or ESPs
- k. All afternoon sessions for all preschool students will be remote and led by the classroom teacher.
- l. The pre-school will have one fully remote class (D group) and that fully remote teacher will oversee the coordination of all remote learning materials.
- m. Pre-school students will be provided a “goody bag” of materials for their remote learning days and their afternoon sessions.
- n. The remote teacher will be the point person during morning sessions for the pre-school group not meeting in person.
- o. Drop in services (OT, PT) may be provided in the afternoons or on days when the student’s group does not meet in person. **TAed**

**9/10/20**

- 25. Employees will submit their hours and TS-1 forms electronically through the employee self service website on or before the day they are due. **TAed**

**9/9/20**

This MOA is for the 2020-2021 school year only and is an agreement reached for the purposes of responding to the COVID-19 pandemic during the 2020-2021 school year only. It shall not establish any practice and precedent and will end on June 30, 2021, without any obligation to continue it or any of its agreements or to negotiate a new agreement after its expiration. **If any provision of this MOA is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this MOA. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this MOA, and**

**this MOA shall be enforced as if it did not contain the invalid, illegal, or unenforceable provision. TAed 8-31-2020**

**Appendix I**

For more detail on the professional development schedule:

<http://www.northhamptonschools.org/project/tech-pd-week-2020/>

<p><b><u>8/31</u></b> All Staff Begin  Convocation  PD</p>	<p><b><u>9/1</u></b>  Teacher Work Day</p>	<p><b><u>9/2</u></b>  Tech PD with built in collaboration time</p>	<p><b><u>9/3</u></b>  Tech PD with built in collaboration time</p>	<p><b><u>9/4</u></b>  Tech PD with built in collaboration time</p>
<p><b><u>9/7</u></b> <b>Labor Day</b></p>	<p><b><u>9/8</u></b> Tech PD with built in collaboration time</p>	<p><b><u>9/9</u></b> Tech PD with built in collaboration time</p>	<p><b><u>9/10</u></b> <i>Teacher-directed Planning</i>  <i>Phase 2</i></p>	<p><b><u>9/11</u></b> Teacher-directed Planning  Phase 2</p>
<p><b><u>9/14</u></b> Teacher-Directed Planning/ Phase 2</p>	<p><b><u>9/15</u></b> Teacher-directed Planning/ Phase 2</p>	<p><b><u>9/16</u></b> 1st Day of School <i>½ DAY AM</i> <i>PM -</i> <i>Teacher-directed Planning/</i> <i>Phase 2</i> <i>(Full day Planning/Phase 2 for Pre K, Kindergarten Special Education)</i> <b>See Paragraph 4.C.i.</b></p>	<p><b><u>9/17</u></b> <i>½ DAY AM</i> <i>PM -</i> <i>Teacher-directed Planning/</i> <i>Phase 2</i> <i>(Full day Planning/Phase 2 for Pre K, Kindergarten Special Education)</i> <b>See Paragraph 4.C.i.</b></p>	<p><b><u>9/18</u></b> <i>½ DAY AM</i> <i>PM -</i> <i>Teacher-directed Planning/</i> <i>Phase 2</i> <i>(Full day Planning/Phase 2 for Pre K, Kindergarten Special Education)</i> <b>See Paragraph 4.C.i.</b></p>
<p><b><u>9/21</u></b> <b>FULL DAYS BEGIN</b></p>				