

3/23/20

**AGREEMENT**

**BETWEEN**

**CHICOPEE SCHOOL COMMITTEE AND CHICOPEE EDUCATION ASSOCIATION**

*Whereas the parties wish to preserve the health of students, faculty and community members. The parties enter into this memorandum of agreement (MOA).*

The District and Association are parties to a collective bargaining agreement covering the time period March 23, 2020, through June 23, 2020 or until school closure related to COVID-19 has ended.

The Chicopee School Committee and the Chicopee Education Association agree that the following protocols and procedures will apply to all employees during the current State of Emergency, issued by Governor Charlie Baker, concerning the Coronavirus (CoVid-19).

The District and the Chicopee Education Association 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.

1. Should a worksite be closed for a reason related to COVID-19 reason (as is presently the case for most of us), the District shall place all employees in Unit A,B,D or E's on paid Administrative Leave. Employees placed on Administrative Leave shall receive full pay and benefits, including paid stipends, agreed upon by the CEA and administration (presently Diaper and severe class stipends), and otherwise be held harmless. Administrative Leave shall not be deducted from accumulated leave. \*  
***Bus stipends still to be determined.***
2. Once we return to school, if an employee in Unit A,B,D or E's is subject to mandatory quarantine, said staff member will be placed on paid administrative leave for the duration of the required leave and Administrative Leave shall not be deducted from accumulated leave.
3. While on paid administrative leave, employees in Unit A,B,D or E's are expected to remain available during normal work hours. Members are being asked to follow district guidelines of work protocol, ie. being accessible during work hours and as needed, and not much more for now, in consideration of our students, families, staff, and equitability. The District assures that there will be clear guidelines of work expectations and that resources will be provided.
4. Teachers shall make a good faith effort to provide enrichment activities to their students while the school is closed through school-approved online platforms, as instructed by the District and agreed upon with the CEA.
5. Essential staff will be required to report during the administrative closure as required to continue the business of the district and only for the period of time necessary to complete their task. The District will provide sanitized work space and necessary supplies to ensure the health and safety of members.

They will be paid at the regular rate of pay for the duration of the closure and will be placed on administrative leave with full pay and benefit and otherwise be held harmless.

6. On a case by case situation, anyone on maternity or sick leave, who does perform their duty, would be transferred from sick leave to paid administrative leave.
7. Timelines for the following will be put on hold until school returns to regular session:grievances, evaluation timelines, etc.
8. No employee in Unit A,B,D or E's evaluation shall be negatively impacted during the COVID-19 closure period. Additionally, employees with professional status who are on performance improvement plans will have their timelines for their improvement plan extended for a period of time equal to the length of the closure. The CEA and administration are still negotiating PTS and evaluations of employees without professional status per DESE rules and regulations, as they develop.
9. Any staff required to report be notified of any COVID-19 exposures or building contaminations immediately. We also request that CEA be notified of any exposures or building contaminations. We request that any staff unable to report due to an exposure or building contamination be placed on paid administrative leave with normal wages and benefits.  
Any staff deemed essential will be given adequate cleaning supplies and hand sanitizers available in all facilities, sanitizing will continue, and continued diligence with cleaning and sanitizing will continue.
10. This Agreement will not constitute a past practice for any similar school closures in the future.
11. Any agreement, verbal or written, reached is temporary and will stay in force and effect until the Governor's school closure order is lifted, or June 23, 2020, whichever is earlier. It will not be extended unless by mutual agreement.
12. The CEA and administration agree to bargain any new working conditions as they develop.

For the Association

---

For the School Committee

---

