

## Mount Greylock Regional School District School Committee

**Location:** Zoom remote meeting

**Date:** Thursday, July 9, 2020

**Time:** 6 pm

### Zoom link:

<https://zoom.us/j/96337884259?pwd=QXZxYkUvVzEwdXVMQk80MDc2QUU2UT09>

Per Governor Baker's order suspending certain provisions of the Open Meeting Law, M.G.L. c. 30A sec. 20, the public will not be allowed to physically access this School Committee meeting.

**\*\*Public comments can be emailed up to 2 hours prior to the meeting: [schoolcommittee@mgrhs.org](mailto:schoolcommittee@mgrhs.org) and or individuals will be recognized through chat/hand raising during the public comment section of the agenda in the zoom meeting. Please be sure to include your name, town, and agenda item you are commenting on.**

You can watch live on MGRSD YouTube Channel at:

<https://www.youtube.com/channel/UCLR0nrLhpZHlyPFUhaMxPSg> or watch the TV broadcast on WilliNet TV channel 1302 in Williamstown.

### Open Session Agenda

- I. Call to order
- II. **MISSION:** At Mount Greylock Regional School District, our mission is to create a community of learners working together in a safe and challenging learning environment that encourages restorative based processes, respect, inclusive diversity, courtesy, integrity and responsibility through high expectations and cooperation resulting in life-long learning and personal growth.
- III. Public Comment (Emails will be read by Chair Christina Conry; commentary should be kept to under 3 minutes each.)
- IV. Approval of minutes
  - A. June 11, 2020
- V. Chair Report
  - A. Update on school committee elections for November
  - B. Update - Interim Superintendent - Welcome Dr, Robert Putnam
  - C. Welcome - Business Administrator - Welcome Joe Bergeron

**VOTE**

- D. Resolution - COVID-19 state funding      **DISCUSSION    VOTE**
- E. MASC President Elect nomination      **DISCUSSION    VOTE**

**VI.    Principal Updates**

- A. Lanesborough - Principal Nolan Pratt
- B. Mount Greylock - Principal Jake Schutz
- C. Williamstown - Principal Kristen Thompson

**VII.   Superintendent Updates**

- A. FY 21 Staffing
  - 1. Personnel Report
  - 2. Independent contracts      **VOTE**
  - 3. Remote Learning Coordinator      **VOTE**
  - 4. Records Access Officer assignment      **VOTE**
- B. COVID-19
  - 1. Summer Guidance - Patrick Priester report
  - 2. Re-opening Roadmap - Dr. Putnam report
  - 3. Required Safety Supplies for Re-opening - Tim Sears report

**VIII.   Subcommittee/Liaison Reports**

- A. Finance
  - 1. Warrant report - Accounts Payable/Payroll      **VOTE**
  - 2. Restructure of Subcommittee      **VOTE**
  - 3. ESSER Grant - adoption      **VOTE**
  - 4. Annual borrowing vote      **VOTE**
- B. Policy
  - 1. Remote Learning      **SECOND READ (VOTE)**
  - 2. Remote Public Comment      **FIRST READ**
  - 3. Anti-discrimination/Anti-Harassment policy      **FIRST READ**
- C. Education
  - 1. Letter from Parent Advisory Council (PAC)

**IX.    Upcoming meetings:**

- A. Education Subcommittee - July 14
- B. Finance Subcommittee - July 16

**X.    Other business not anticipated by the Chair within 48 hours of meeting**

- XI.** Motion to move into Executive Session with no intent to return to open session per MGL Chapter 30A Section 21(a)(3) to discuss strategy with respect to litigation as an open meeting would have a detrimental effect on the bargaining position of the District and the Chair so declares



# Mt. Greylock Regional School District

## School Committee Open Session Minutes

**Date:** June 11, 2020

**Start:** 6:04 PM

**Adjourn:** 8:16 PM

**Location:**

Per Governor Baker's order suspending certain provisions of the Open Meeting Law, G.L. c. 30A sec. 20, the public will not be allowed to physically access this School Committee meeting.

**In Attendance:**

<b>Committee Members:</b>	<b>Also Present:</b>
C. Conry, Chair A. Carter S. Miller R. DiLego J. Art A. Terranova C. Greene <b><u>Absent:</u></b>	Andrea Wadsworth, Asst. Superintendent for Business & Finance Joelle Brookner, Principal of WES Elea Kaatz, Asst. Principal of WES Mary MacDonald, Principal of MGRS Jake Schutz, Assistant Principal of MGRS Nolan Pratt, Principal of LES

30

<b>Item</b>	<b>Comments</b>	<b>Motion</b>	<b>Second</b>	<b>Vote</b>
<b>I. Call to Order</b>	Meeting called to order by C. Conry at 6:04 PM			
<b>II. Mission</b>	At Mount Greylock Regional School District, our mission is to create a community of learners working together in a safe and challenging learning environment that encourages restorative based processes, respect, inclusive diversity, courtesy, integrity and responsibility through high expectations and cooperation resulting in live-long learning and personal growth.			
<b>III. Public Comment</b>	<p>Community members were asked to email public comment to <a href="mailto:schoolcommittee@mgrhs.org">schoolcommittee@mgrhs.org</a>. The Chair will read any submitted public comments.</p> <p>Comment 1: S. Miller read an email sent in from Donna Durmire regarding the Phase II Capital Project and the Williams College Gift. Ms. Durmire urged the committee to not deplete the fund and, instead, borrow funds to complete the field renovations.</p> <p>Comment 2: Brian Drake gave comments read by C. Conry about the District's plan to re-open as it relates to the recent guidelines issued by the State and the impact of COVID-19 on students and end-of-year activities.</p> <p>Comment 3: Steve Miller read public comments from Ann O'Connor of Williamstown. Ms. O'Connor urged the committee to keep funds from the Williams Gift in an endowment fund instead of spending down the gift in order to complete capital projects.</p>			





## Mt. Greylock Regional School District

	<p>Comment 4: C. Conry read comments from Molly Polk regarding the recent news of budget and staffing cuts in neighboring districts and urged the committee to maintain educational standards and continue to fund initiatives that relate to student social and emotional health.</p> <p>Comment 5: S. Miller read comments from Stephanie Boyd. Ms. Boyd urged the committee to postpone decisions regarding capital improvements to the fields and instead focus on the educational needs and financial impacts relating to the COVID-19 pandemic.</p> <p>Comment 6: C. Conry read public comment from Dan Caplinger. Mr. Caplinger volunteered to take part in the committee's self-evaluation process as well as the evaluation of the Superintendent.</p> <p>Comment 7: S. Miller read public comments from Hugh Daly and shared a chart that Mr. Daly included with his comments. Mr. Daly urged the committee to commit \$1.5 million to a capital expense endowment or building maintenance fund.</p>			
<b>IV. Approval of Minutes (VOTE)</b>	<b>MOTION</b> to approve the May 14, 2020 meeting minutes by R. DiLego, Seconded by S. Miller. VOTE: 7-0-0	R. DiLego	S. Miller	7-0-0
	<b>MOTION</b> to approve the June 4, 2020 meeting minutes by R. DiLego, Seconded by S. Miller. VOTE: 7-0-0	R. DiLego	S. Miller	7-0-0
<b>V. Recognition of Retirees</b>	Each of the building Principals spoke regarding each of their school's 2019-2020 retirees. Happy Retirement to all of this year's Retirees			
<b>V. Principal Updates</b>	<p>Lanesborough Elementary: Principal Pratt spoke regarding handing out goodie bags and 6<sup>th</sup> grade graduation certificates. There will be a slideshow and virtual graduation event. The LES Reading Specialist is working virtually with all students to create Zen Gardens.</p> <p>Mount Greylock Regional School: Mary MacDonald spoke about this year's graduation events and awards that were done in hybrid and/or virtual fashions. MGRS held a drive-thru graduation ceremony on site at MGRS and then proceeded down Route 7 in a graduation parade with community on the side of the road in support of students in socially distant clusters. Academics are wrapping up for the year. Summer reading assignments and end-of-year reminders have been distributed.</p> <p>Williamstown Elementary: J. Brookner and E. Kaatz will be distributing goodie bags and graduation certificates to all of their 6<sup>th</sup> grade graduates. WES just released a virtual all-school assembly which focus on Core Values within the Choose to Be Nice program at WES which now includes justice as a core value. E. Kaatz gave a special shout out to the Spirit Committee and Ms. Reali for all of their support. J. Brookner gave some special end-of-year housekeeping shout outs to the community.</p>			



## Mt. Greylock Regional School District

	C. Greene recognized J. Brookner and M. MacDonald for their service as Principal to WES and MGRS respectively.			
VII. Superintendent Updates	The Superintendent was unable to attend this meeting. No Superintendent Updates were discussed.			
VIII. Subcommittee/Liaison Reports (VOTE)	<p>Finance Subcommittee: J. Art stated the Finance Subcommittee has met several times to go over line item and budget transfers to clean up the books and represent where money was truly spent as work is done to close the books for FY20. The committee has also spend time reviewing warrants within the new process and that is going well. Subcommittee discussions have also focused on the Williams Gift and whether or not to spend that money down now, how best to move forward, and what questions remain that must be answered before moving forward. There has been discussion about possibly creating an advisory committee with a specific charge for a specific period of time to review and provide recommendations on this topic. C. Greene spoke regarding the specific purposes for this advisory group including community outreach and education regarding how the Committee plans to move forward with Phase II and the remainder of the Williams Gift Fund. Discussion regarding how this advisory committee would be formed if the committee chooses to vote in favor of creating said group. A. Terranova commented on the process for moving forward with the Gift funds and spoke to the original purpose for the Gift that was outlined by the legacy Mount Greylock school committee in 2016. S. Miller stated support for including students if any advisory committee is created. At the same time, S. Miller agreed with A. Terranova about the amount of time that has been spent on this topic and concurred with C. Greene about the need for community education. S. Miller asked if an accelerated timeline was still possible for capital improvements to the field. Further discussion about potential timelines for field improvements. The committee discussed costs associated with Phase II and current valuation of the gift including the process for getting an updated valuation; which should be finalized and received in October 2020. The Finance Subcommittee will further develop what the roles and responsibilities of an advisory group would be including expectations around timelines and deadlines.</p>			
	MOTION to accept budget transfers totaling \$235,002.39 for FY20 as shown on sheet captioned LES-20-01 for the purposes of year-end reconciliation.	J. Art	R. DiLego	7-0-0
	MOTION to accept budget transfers totaling \$2,713,754.21 for FY20 as shown on sheet MG-20-01 for the purposes of anticipated year-end reconciliation	J. Art	R. DiLego	7-0-0
	MOTION to accept budget transfers totaling \$207,711.17 for FY20 as shown on WES-20-01 for the	J. Art	R. DiLego	7-0-0



## Mt. Greylock Regional School District

	purposes of anticipated year-end reconciliation			
	<p>Education Subcommittee: The Education Subcommittee spoke about the re-opening plans while awaiting further guidance from the state. Simultaneous discussions are taking place regarding full re-entry, hybrid learning, and remote learning. S. Miller stated that there were some troubling numbers that came out regarding participation rates in this Spring's remote learning which can be found in the minutes of the Education Subcommittee. S. Miller spoke regarding cost comparisons of each potential plan for the fall. S. Miller reviewed examples of what some socially distant classrooms would look like (elementary school example); full classes would not be able to be present under these configurations for 10 people. S. Miller spoke to looking at the data to see what the impact is of COVID-19 on children vs. the impact of remote learning. The next round of guidance is expected around June 15<sup>th</sup>. S. Miller stated that potentially MGRSD might have a different re-entry plan as compared to Boston schools.</p> <p>C. Greene asked S. Miller if he is aware of how much flexibility may be offered within the guidance from the State. S. Miller stated that currently there is uncertainty whether there will be directives or guidelines. J. Art asked if there has been consideration regarding what a remote learning component of a re-opening plan would look like within a hybrid or full remote learning scenario. S. Miller stated that right now, the Education Subcommittee has been setting the stage for the administrative groups that will complete the re-opening contingency plans in anticipation of further guidance that will be issued by the State. A. Wadsworth stated that there would be a DESE / Superintendent call on June 12<sup>th</sup> and potentially any concerns could be brought forward within that call. In addition to re-opening plans, the Education Subcommittee discussed recent events including the death of George Floyd and efforts within the District to address bullying and support diversity and equality.</p>			
	<p>Policy Subcommittee: <i>Policy first read:</i> C. Greene read Policy IHBHE: Remote Learning which would be a new policy for the District along with a remote learning addendum.</p> <p>Discussion: C. Conry asked if the District would have the capability to move quickly to remote learning on snow days. C. Greene stated that the committee could decide to use remote learning on snow days and not incur penalties as the policy includes weather emergencies. A. Wadsworth stated that she could investigate if remote learning on snow days would be acceptable. A. Carter stated a concern that the committee must recognize the dependent children that need someone to sit with them at home during times of remote learning to ensure children make progress through remote learning. There should be recognition of the additional steps that must be taken between what the District provides and what the students need to ensure everything is completed.</p>			



## Mt. Greylock Regional School District

<b>IX. School Committee End of Year Evaluation Discussion</b>	The school committee has set goals and initiatives and this will be an opportunity to discuss progress, further work that is needed, and new goals that will be set during the summer retreat for the 2020-2021 year. The committee will evaluate themselves individually and work to develop long-term actions and goals. There are guidelines on the process on the MASC website.
<b>X. Upcoming Meetings</b>	Negotiations Subcommittee Executive Session – June 12 <sup>th</sup> Finance Subcommittee – June 18 <sup>th</sup> School Committee meeting for Superintendent Evaluation – June 25 <sup>th</sup> – The Committee discussed the process for the Superintendent Evaluation.
<b>XI. Other Business not anticipated by the Chair within 48 Hours of Meeting</b>	M. MacDonald spoke to a \$2500 gift from Adams Community Bank that was made to support graduation exercises. MOTION to accept by A. Terranova, Seconded by C. Greene. Discussion: Thank you to Adams Community Bank for your generosity in supporting the MGRS Class of 2020. VOTE: 7-0-0
<b>XII. Executive Session</b>	Motion to move into Executive Session with no intent to return to open session per MGL Chapter 30A, Section 21(a)(2) to conduct strategy in regards to contract negotiations with non-union personnel (Business Manager).  Moved by R. DiLego, Seconded by S. Miller  Art – AYE, Carter – AYE, Conry – AYE, DiLego – AYE, Greene – AYE, Miller – AYE, Terranova – AYE  The committee moved to executive Session with no intent to return to Open Session at 8:16 PM.

Respectfully Submitted,  
Jonathan Nopper  
Mount Greylock Minutes Recorder



# The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth  
Elections Division

## MEMORANDUM

TO: Regional School District Clerks

FROM: Elections Division

DATE: April 2020

RE: Regional School Committee Nomination Papers

---

Enclosed please find a supply of Regional School Committee nomination papers and instruction sheets for use by candidates for Regional School Committee, an office which will appear on your state election ballot on **Tuesday, November 3, 2020**.

These papers must be submitted to the local election officials for certification of signatures no later than **5:00 p.m. on Tuesday, July 21, 2020**, and thereafter filed with the clerk of the regional school district no later than **5:00 p.m. on Tuesday, August 18, 2020**. The district clerk must notify the Secretary of the Commonwealth no later than **5:00 p.m. on Tuesday, August 25, 2020**. Any registered voter in the district may sign Regional School Committee nomination papers.

Nomination papers may be mailed to candidates who are unable to pick them up in person. Nomination papers will also be available from this office, if candidates should need more. Candidates may also make exact copies of the nomination papers.

The signature requirements for each district are as follows:

BERKSHIRE HILLS	= 50
BLUE HILLS	= 50
BRISTOL-PLYMOUTH	= 50
CENTRAL BERKSHIRE	= 50
GREATER LOWELL	= 50
MOUNT GREYLOCK	= 45
NORTHEAST METROPOLITAN	= 50
PATHFINDER	= 50
PIONEER VALLEY	= 34
SOUTHEASTERN	= 50
SOUTHERN BERKSHIRE	= 38
UPPER CAPE COD	= 50

If you have any questions concerning Regional School Committees, please do not hesitate to contact this office.

*'File > Make a copy' to use this template.*

*Passed by **127** School Committees to date (complete list below).*

*Tips on sending to state officials below. Press release [here](#). Globe coverage [here](#).*

---

**[DISTRICT] SCHOOL COMMITTEE RESOLUTION:  
COVID-19 STATE FUNDING**

**DATE:** [Meeting date of vote]

**TO:** Governor Charlie Baker  
Education Secretary James Peyser  
Education Commissioner Jeffrey Riley  
Senate President Karen Spilka  
House Speaker Robert DeLeo  
Joint Education Committee Co-Chair Jason Lewis  
Joint Education Committee Co-Chair Alice Peisch

**CC:** [District State Senator(s)]  
[District State Representative(s)]  
[District Mayor or local governing body]

---

WHEREAS, if schools are to re-open this fall in the midst of the COVID-19 pandemic, it is the responsibility of each school district to do so safely and responsibly; and

WHEREAS, it is the responsibility of the state to ensure that each school district is able to pay for the enormous additional staffing, transportation and material expenses required to do this; and

WHEREAS, the state cannot expect mandatory COVID-19 safety guidelines to be followed without also ensuring that each school district has the funds required to implement these guidelines; therefore, let it be

RESOLVED: that the state must guarantee every school district full reimbursement for whatever COVID-19 expenses are required to follow state mandates.

We must ensure a statewide school re-opening that is safe, responsible and equitable.

**THERE CAN BE NO UNFUNDED MANDATES FOR COVID-19.**

---

Respectfully,  
[District] School Committee  
  
[School Committee Chair]  
[School Committee member names]

---

### **After Passage**

1. Drop us a line to let us know! Email [demlingp@arps.org](mailto:demlingp@arps.org).
  2. Email a copy to: [your State Senator\(s\) and Representative\(s\)](mailto:your State Senator(s) and Representative(s)@masenate.gov); Senate President [Karen.Spilka@masenate.gov](mailto:Karen.Spilka@masenate.gov); House Speaker [Robert.DeLeo@mahouse.gov](mailto:Robert.DeLeo@mahouse.gov); and Education Committee Co-Chairs [Jason.Lewis@masenate.gov](mailto:Jason.Lewis@masenate.gov) and [Alice.Peisch@mahouse.gov](mailto:Alice.Peisch@mahouse.gov).
  3. When you email your Senator/Rep, ask them to “send to your administration contacts for Governor Baker, Secretary Peyser and Commissioner Riley, and follow up with those contacts for a response.”
  4. Share the good news! Email your local press ([press release here](#)), and post on social media (tagging your reps on Twitter is great): let the public know your committee is advocating for public schools! [#MACoverK12CovidCosts](#)
- 

### **Passage Record**

<b><u>Passed by</u></b>	<b><u>Passage Date</u></b>
1. Gardner School Committee	6/8/20
2. North Brookfield School Committee	6/8/20
3. Wellesley School Committee	6/8/20
4. Grafton School Committee	6/9/20
5. Southeastern Regional Voc Tech School Committee	6/9/20
6. Mansfield School Committee	6/9/20
7. Milton School Committee	6/10/20
8. Westborough School Committee	6/10/20
9. Wilmington School Committee	6/10/20
10. Hatfield School Committee	6/10/20
11. Ashland School Committee	6/10/20
12. Sharon School Committee	6/10/20
13. Hamilton-Wenham Regional School Committee	6/10/20
14. Quincy School Committee	6/10/20
15. Mohawk Trail Regional School Committee	6/10/20
16. Masconomet Regional School Committee	6/10/20
17. Amherst School Committee	6/11/20
18. Pelham School Committee	6/11/20

19. Amherst-Pelham Regional School Committee	6/11/20
20. Arlington School Committee	6/11/20
21. Monomoy Regional School Committee	6/11/20
22. Andover School Committee	6/11/20
23. Walpole School Committee	6/11/20
24. Reading School Committee	6/11/20
25. Holyoke School Committee	6/15/20
26. Natick School Committee	6/15/20
27. Hingham School Committee	6/15/20
28. Scituate School Committee	6/15/20
29. South Hadley School Committee	6/15/20
30. Hull School Committee	6/15/20
31. Seekonk School Committee	6/15/20
32. Newburyport School Committee	6/15/20
33. Westford School Committee	6/15/20
34. Winchester School Committee	6/16/20
35. Needham School Committee	6/16/20
36. Lincoln-Sudbury Regional School Committee	6/16/20
37. Ashburnham-Westminster Regional School Committee	6/16/20
38. Saugus School Committee	6/16/20
39. East Bridgewater School Committee	6/16/20
40. Peabody School Committee	6/16/20
41. Lexington School Committee	6/16/20
42. Revere School Committee	6/16/20
43. Concord-Carlisle School Committee	6/16/20
44. Chelmsford School Committee	6/16/20
45. Pentucket Regional School Committee	6/16/20
46. Wayland School Committee	6/17/20
47. Triton Regional School Committee	6/17/20
48. Monson School Committee	6/17/20
49. Williamsburg School Committee	6/17/20
50. Lowell School Committee	6/17/20
51. Cohasset School Committee	6/17/20



52. Old Colony Regional Voc Tech School Committee	6/17/20
53. Nashoba Regional School Committee	6/17/20
54. Whitman-Hanson Regional School Committee	6/17/20
55. Norwood School Committee	6/17/20
56. Framingham School Committee	6/17/20
57. Montachusett Regional Voc Tech School Committee	6/17/20
58. Frontier Regional School Committee	6/17/20
59. Ludlow School Committee	6/17/20
60. Springfield School Committee	6/18/20
61. Acton-Boxborough Regional School Committee	6/18/20
62. Randolph School Committee	6/18/20
63. Ipswich School Committee	6/18/20
64. Maynard School Committee	6/18/20
65. Worcester School Committee	6/18/20
66. Topsfield School Committee	6/18/20
67. Brookline School Committee	6/18/20
68. Milford School Committee	6/18/20
69. Sunderland School Committee	6/18/20
70. Deerfield School Committee	6/18/20
71. Conway School Committee	6/18/20
72. Whately School Committee	6/18/20
73. Southern Berkshire Regional School Committee	6/18/20
74. Middleton School Committee	6/18/20
75. Berkshire Hills Regional School Committee	6/18/20
76. Hampden-Wilbraham Regional School Committee	6/18/20
77. Carlisle School Committee	6/19/20
78. Blue Hills Regional School Committee	6/19/20
79. Harvard School Committee	6/20/20
80. Abington School Committee	6/22/20
81. Holbrook School Committee	6/22/20
82. Holliston School Committee	6/22/20
83. Mendon-Upton Regional School Committee	6/22/20
84. Amesbury School Committee	6/22/20

85. Newton School Committee	6/22/20
86. Dracut School Committee	6/22/20
87. Malden School Committee	6/22/20
88. North Middlesex Regional School Committee	6/22/20
89. Norwell School Committee	6/22/20
90. Oxford School Committee	6/22/20
91. Brewster School Committee	6/22/20
92. Auburn School Committee	6/23/20
93. Belchertown School Committee	6/23/20
94. Plainville School Committee	6/23/20
95. West Springfield School Committee	6/23/20
96. Dighton-Rehoboth Regional School Committee	6/23/20
97. Franklin School Committee	6/23/20
98. Northbridge School Committee	6/23/20
99. Agawam School Committee	6/23/20
100. Ayer-Shirley Regional School Committee	6/24/20
101. Narragansett Regional School Committee	6/24/20
102. Hopkinton School Committee	6/24/20
103. Millbury School Committee	6/24/20
104. Bridgewater-Raynham Regional School Committee	6/24/20
105. Dudley-Charlton Regional School Committee	6/24/20
106. Southampton School Committee	6/24/20
107. Woburn School Committee	6/24/20
108. Pittsfield School Committee	6/24/20
109. Worthington School Committee	6/25/20
110. Hadley School Committee	6/25/20
111. North Andover School Committee	6/25/20
112. Central Berkshire Regional School Committee	6/25/20
113. Melrose School Committee	6/25/20
114. Boxford School Committee	6/25/20
115. Haverhill School Committee	6/25/20
116. Norfolk School Committee	6/26/20
117. Medfield School Committee	6/29/20

118.	Granby School Committee	6/29/20
119.	Northampton School Committee	6/29/20
120.	Belmont School Committee	6/29/20
121.	Braintree School Committee	6/29/20
122.	Lenox School Committee	6/29/20
123.	Uxbridge School Committee	6/29/20
124.	Georgetown School Committee	6/30/20
125.	Leverett School Committee	7/1/20
126.	Winchendon School Committee	7/2/20
127.	North Attleborough School Committee	7/3/20

**Mount Greylock Regional School District  
PERSONNEL REPORT  
July 9, 2020**

<b>Name</b>	<b>Position</b>	<b>Salary/Stipend</b>	<b>Effective Date:</b>
<b><u>Retirement(s):</u></b>			<i>Years of Service are approximate</i>
Ann Leonescio Scerbo	1.0 FTE Paraprofessional	WES	Effective: 6/30/2020 Years of Service: 13 years
Lyndon Moors	1.0 FTE Band/Music Teacher	MGRS	Effective: 6/30/2020 Years of Service: 29 years
Ellen Kaiser	1.0 FTE Social Studies Teacher	MGRS	Effective: <b>12/5/2020</b> Years of Service: 18 years
Carol Smiel	1.0 FTE Paraprofessional	WES	Effective: 6/30/2020 Years of Service: 21 years
Marsha Vinette	1.0 FTE Teacher – Grade 6	LES	Effective: 6/30/2020 Years of Service: 22
Linda Wlodyka	1.0 FTE Paraprofessional	MGRS	Effective: <b>11/13/2020</b> Years of Service: 33 years
<b><u>Summer Program Appointments</u></b>			
Andrew Agostini	Elementary Life Skills Teacher 17.5 Hours Per Week	MGRS	\$45/Hour Effective 7/6/20 – 7/31/20
Pennie Bopp	1:1 Paraprofessional Monday – Thursday 8:45-12:15	MGRS	\$22.09/Hour Effective 7/6/20 – 7/31/20
Pamela Caproni	Speech/Language Pathologist	WES (Remote)	\$66.62/Hour Effective: 7/6/20– 7/31/20
Jennifer DeChaine	1:1 Paraprofessional Monday – Thursday 8:45-12:15	LES @ MGRS	\$17.04/Hour Effective: 7/6/20 – 8/6/20
Karen DuCharme	Elementary Life Skills Teacher 17.5 Hours Per Week	MGRS	\$45/Hour Effective: 7/6/20 – 7/31/20
Ashley Flores	Occupational Therapist	WES/ MGRS	\$64.36/Hour Effective: 7/6/20 – 7/31/20
Jennifer Foley-Buda	1:1 Paraprofessional Monday – Thursday 8:45-12:15	MGRS	\$22.09/Hour Effective 7/13/20 – 8/6/20
Kelly Galusha	1:1 Paraprofessional Monday – Thursday 8:45-12:15	MGRS	\$23.83/Hour Effective 7/6/20 – 8/6/20
Christin Gingras	Summer Program Coordinator Not to exceed 25 hours per week	Regional	\$45/Hour Effective 7/1/20-8/6/20
Cynthia Gingras	Speech/Language Pathologist	LES	\$68.95/Hour Effective: 7/6/20– 7/31/20
Sheila Guercio	Pre-K-1 Program (In-Person) 14 Hours Per Week	LES	\$45/Hour Effective: 7/6/20-7/31/20
Kamlyn Haas	1:1 Paraprofessional Monday – Thursday 8:45-12:15	MGRS	\$22.09/Hour Effective 7/6/20 – 8/6/20
Erin Jennings	7-12 Remote Tutoring 17.5 Hours Per Week	MGRS (Remote)	\$45/Hour Effective: 7/6/20-7/31/20
Sharon Kokoefer	Occupational Therapist	LES	\$70.67/Hour Effective: 7/6/20-7/31/20

**Mount Greylock Regional School District  
PERSONNEL REPORT  
July 9, 2020**

<b>Name</b>	<b>Position</b>		<b>Salary/Stipend Effective Date:</b>
Nancy LaCasse	1:1 Paraprofessional Monday – Thursday 8:45-12:15	WES @ MGRS	\$23.83/Hour Effective 7/6/20 – 8/6/20
Kathy Larson	Summer Nurse	LES	\$52.64/Hour Effective: 7/6/20-7/31/20
Anna Mello	K-6 Tutoring 17.5 Hours Per Week	LES	\$45/Hour Effective 7/6/20-7/31/20
Deanna Osborn	K-6 Tutoring 17.5 Hours Per Week	WES (Remote)	\$45/Hour Effective: 7/6/20-7/31/20
Noelle Sullivan	Physical Therapist	Regional	\$68.95/Hour Effective: 7/6/20-7/31/20
Alicia Woodbury	Paraprofessional Monday-Wednesday 8:45-12:15	LES	\$17.04/Hour Effective: 7/6/20-7/31/20
Hunter Woodbury	1:1 Paraprofessional Monday – Thursday 8:45-12:15	WES @ MGRS	\$16.55/Hour Effective 7/6/20 – 8/6/20

**Certified**

**Appointment(s)**

Ann Marie Barber	1.0 Math Teacher	MGRS	MA Step 17: \$89,647 Effective 8/28/20
Joseph Bergeron	1.0 FTE School Business Administrator	District	\$111,000 Effective 7/1/2020
Joelle Brookner	1.0 FTE Director of Curriculum & Instruction		\$99,500 Effective: 7/1/2020
Jake Schutz	1.0 FTE Principal	MGRS	\$107,000 Effective: 7/1/2020
Colin Shebar	1.0 FTE Assistant Principal	MGRS	\$85,000 Effective: 7/1/2020
Patrick O'Connell	1.0 Music Teacher	MGRS	MA Step 12: \$75,480 Effective 8/28/2020
Robert Putnam	1.0 FTE Interim Superintendent	District	Effective: 7/7/2020
Kristen Thompson	1.0 FTE Principal	WES	\$94,500 Effective: 7/1/2020
Jacqueline Vinette	1.0 Music Teacher <i>Internal Transfer from LES</i>	MGRS	MA Step 7: \$63,553 Effective 8/26/20

**Resignations**

Eileen Belastock	1.0 FTE Director of Academic Technology	District	Effective: July 17, 2020
Joelle Brookner	1.0 FTE Principal	WES	Effective: June 30, 2020
Mary MacDonald	1.0 FTE Principal	MGRS	Effective June 30, 2020
Rosemary Oliver	1.0 FTE Paraprofessional	WES	Effective: August 31, 2020
Molly Rando	1.0 FTE 1:1 Paraprofessional	MGRS	Effective: June 16, 2020

**Mount Greylock Regional School District**  
**PERSONNEL REPORT**  
**July 9, 2020**

<b>Name</b>	<b>Position</b>	<b>Salary/Stipend</b>	<b>Effective Date:</b>
Andrea Wadsworth	1.0 FTE Assistant Superintendent of Business & Finance	District	Effective: July 9, 2020

**Contract of Employment  
Between  
Mt Greylock Regional School District School Committee  
and Dr. Robert Putnam**

WHEREAS, the Mt Greylock Regional School District Public Schools, through its School Committee, is seeking a Short-term Interim Superintendent of Schools; and

WHEREAS, Dr. Robert Putnam is desirous of serving in the role of Interim Superintendent of Schools for Mt Greylock Regional School District Public Schools,

NOW THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. The Mt Greylock Regional School District agrees to employ Dr. Robert Putnam as Interim Superintendent of Mt Greylock Regional School District Public Schools commencing on July 7, 2020 and terminating on August 31, 2020.
2. Dr. Putnam agrees to accept the position of Short-term Interim Superintendent of Schools commencing on July 07, 2020.
3. This contract will automatically terminate on August 31, 2020.
4. Dr. Putnam will be paid *per diem* rate of Six Hundred dollars and No Cents (\$600.00) for each day actually worked.
5. Dr. Putnam will work two to three days per week from July 7, 2020 to August 31, 2020. This schedule may be adjusted upon mutual agreement between Dr. Putnam and the School Committee Chair.
6. Dr. Putnam is expected to attend meetings, including in the evening and/or at night, as required by the School Committee.
7. Dr. Putnam agrees to maintain certification with the Department of Elementary and Secondary Education as Interim Superintendent of Schools, or obtain a waiver approved by the Department of Elementary and Secondary Education. Loss or revocation of this Certificate at any time, or if the Department of Elementary and Secondary Education refuses to grant a waiver, shall automatically void the contract, and the Interim Superintendent shall automatically be terminated.
8. Dr. Putnam shall **not** be entitled to general employee benefits such as sick leave, vacation time, personal leave, health insurance, or any other benefit of any nature except as required by law.
9. If the School Committee votes to hire a Long-term interim or permanent Superintendent whose services are to begin before August 31, 2020, Dr. Putnam can terminate this contract early at a date to be agreed upon with the Committee.

10. There are no other understandings, either verbal or written, between the parties to this Contract of Employment.
11. Duties of the Short-term Interim Superintendent. The Interim Superintendent will be responsible for the care and supervision and the efficient and orderly administration of the public schools consistent with the Vision and Mission Statements under the jurisdiction of the Committee, and will faithfully and competently execute the policies and directions of the Committee, and will perform such other duties as may be assigned to him from time to time by the Committee.
12. Reimbursement for Expenses. The Committee will reimburse the Short-term Interim Superintendent for all expenses reasonably incurred in the performance of his duties under this Agreement.
13. Indemnification: The Committee shall provide legal counsel in, and shall indemnify the Short-term Interim Superintendent against, any and all financial loss arising from any proceeding, claim, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person, or damage to the property of any person, committed while the Interim Superintendent is acting within the scope of his employment or at the direction of the Interim Superintendent or the Committee. The Interim Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable; provided, however, that upon cessation of the employment relationship the Interim Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay.

This indemnification provision shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.
14. Performance. The Interim Superintendent will faithfully fulfill and perform all of his duties and obligations under this Agreement.
15. Arbitration. The Interim Superintendent and the School Committee agree that any controversy arising out of or in connection with his compensation, employment, or termination of employment shall be submitted to arbitration before the American Arbitration Association and be processed and resolved in accordance with the rules then in effect of such entity. Judgment upon any award rendered by the arbitrator shall be final and binding upon the parties. In the event the Interim Superintendent or School Committee fail to abide by these terms, this section shall in no way limit or impair the School District's or Interim Superintendent's other legal rights including the right to enforce said provisions in a court of competent jurisdiction.

The parties to this Agreement have signed this Agreement on July \_\_\_\_\_, 2020 in duplicate.

---

Christina Conry

Mt Greylock Regional School District Chair



---

Dr. Robert Putnam

Interim Superintendent



**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE MT. GREYLOCK REGIONAL  
SCHOOL COMMITTEE  
AND  
JOSEPH BERGERON**

This Employment Agreement (hereinafter referred to as "this Agreement" or "this Employment Agreement") is made between the Mt. Greylock Regional School Committee (hereinafter referred to as "District") and JOSEPH BERGERON (hereinafter referred to as "the Employee"). This Employment Agreement shall be effective as of July 1, 2020. For mutual consideration expressed herein, the parties agree as follows:

WHEREAS, the District desires to hire the Employee for the position more specifically described herein as the BUSINESS ADMINISTRATOR, and the Employee desires to be hired for such position; and WHEREAS, the parties mutually desire to set forth herein the terms and conditions of such employment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the parties hereby agree as follows:

**Section I. Term**

The District and the Employee agree that, except as may be otherwise set forth herein, the Employee shall serve the District for the period commencing July 1, 2020, and ending June 30, 2023, unless terminated earlier in accordance with the provisions of Section IX., herein, and MGL, Chapter 71, Sect 63.

**Section II. Duties and Responsibilities**

- A. The Employee shall be responsible directly to the Superintendent for satisfactory performance of those duties and responsibilities generally associated with the Business Administrator position, and as may be set for in the position description set forth by the Committee.
- B. The Employee recognizes and agrees that responsibilities and conduct are not determined by prescribed hours and conditions and shall perform the stated and implied duties of the position of Business Administrator as determined by the Superintendent and shall expend the time and effort necessary to effectively achieve the goals and purposes of the District. The foregoing notwithstanding, the Employee's 12-month work year shall consist of 223 full workdays throughout the year (260 week days minus vacation and holidays).
- C. The School Committee has discretion to amend the position description and each such amendment shall be included herein, however all duties and responsibilities prescribed by the Superintendent in any such amendment shall be consistent with those normally associated with the position of Business Administrator.

### **Section III. Compensation**

In consideration of the salary for each contract year as provided herein, the Employee agrees to perform faithfully the duties of the Business Administrator. The Employee's salary shall be \$111,000.00 for July 1, 2020 through June 30, 2021. The salary increase in the second and third contract years (July 1, 2021 - June 30, 2022 and July 1, 2022 - June 30, 2023) shall be negotiated by the parties.

### **Section IV. Benefits**

The Employee's annual salary shall consist of 260 paid days throughout the year (this includes paid vacation days and holidays).

**A. Vacation**

The Employee shall be entitled a total of twenty-five (25) days of vacation leave per contract year. Vacation leave shall be credited on the first day of the contract year and may be used on that basis.

**B. Holidays**

The Employee shall receive the following twelve paid holidays during each contract year: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Dr. Martin Luther King's Birthday, President's Day, Patriot's Day, and Memorial Day.

**C. Sick Leave**

The Employee shall receive sixteen (16) paid sick leave days and may accrue up to a total of two hundred and twenty (220) days. Accumulated and unused sick leave is not paid out upon the resignation of the employee or the termination of this agreement.

**D. Personal Leave**

The Employee may use up to three (3) personal days per contract year for important legal and/or personal business. Personal days may not be carried over into subsequent contract years.

**E. Membership Fee**

The District shall pay the full membership fee for all memberships and subscriptions necessary for the position. This shall include, but not be limited to, MCPPO and MASBO.

**F. Bereavement**

Bereavement shall be granted temporary leave of absence without loss of pay for the following reasons and upon the terms and conditions:

- i. In the event of the death of an "immediate family member", the Employee shall receive up to five (5) days of pay. An "immediate family member" is defined as: spouse, significant other living in the Business Administrator's household, child, parent, step-parent, parent-in-law, sibling, or legal guardian.

- ii. In the event of the death of a “non-immediate family member”, the Employee shall receive up to three (3) days of pay. A “non-immediate family member” is defined as: brother-in-law, sister-in-law, grandchild, or grandparent.
- iii. In the event of the death of an “other relative”, the Employee shall receive up to one (1) day of pay. An “other relative” is defined as: cousin, aunt, uncle, niece, or nephew.
- iv. Such leave is to be used immediately following the date of death, except that where the interment is delayed, any one or more of said days may be used to attend the interment and related services.
- v. In extenuating circumstances the Employee may request that the Superintendent grant an exception to the provisions above including, but not limited to, additional days for travel, which shall be deducted from sick leave.

**G. Insurance**

The Employee shall be entitled to participate in the group health insurance and life insurance plans offered by the Mt. Greylock Regional School District at the same participation rates and amounts offered to all other non-unionized employees.

**Section V. Performance Evaluation**

- A. As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the Employee's performance of the job. The evaluation process shall be conducted in compliance with all applicable laws.
- B. The Superintendent shall evaluate the Employee's job performance annually by July 1st in accordance with an evaluation tool as proscribed in Chapter 71 Section 38, mutually agreed upon by the parties.
- C. The evaluation procedure is designed to assess and improve the performance of administrators.
- D. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71, s42 and s.42D.

**Section VI. Certificate**

- A. The Employee shall furnish to the District not later than the Employee's first day of employment, and shall duly maintain throughout the term of the Agreement, a valid and appropriate certificate that qualifies the Employee under M.G.L. c. 71 § 38G and the regulations of the Massachusetts Department of Education promulgated thereunder to serve in the Commonwealth of Massachusetts in the position set forth in the preamble, above.

- B. The Employee shall earn and present to the District by the end of fiscal year 2021, and shall duly maintain throughout the term of the Agreement, MCPPO certification as well as well as successfully completing steps necessary for non-waiver licensure as a Business Administrator.

#### **Section VII. Expense Reimbursement**

##### **A. Out-of-District Travel**

With prior written approval of the Superintendent, and upon presentation of suitable documentation, the Employee shall be entitled to mileage reimbursement for professional travel outside of the district. The reimbursement rate for out of district travel shall be at the mileage reimbursement rate established by the IRS.

##### **B. Professional Development**

Funds for Professional Development shall be allocated for MCPPO certification and the MASBO annual conference.

#### **Section VIII. Indemnification**

- A. In accordance with and to the extent provided by M.G.L. Chapter 258, Section 9, the District agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Employee is acting within the scope of their employment or under the direction of the District. The parties understand and agree that this indemnification provision shall not apply to actions by the District to suspend and/or terminate the Employee in accordance with Section IX of this Employment Agreement.
- B. As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the District.
- C. This Section VIII shall survive the termination of this Employment Agreement.

#### **Section IX. Termination of the Agreement**

##### **A. Termination by Mutual Consent**

This Agreement may be terminated by written agreement between the District and the Employee. Such an agreement shall be effective only when signed by both parties hereto.

Upon the expiration or earlier termination of this Agreement, the Employee shall return to the District all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.

**B. Termination by Resignation**

The Employee may terminate their employment by submitting their written resignation to the District with as much advance notice as possible, but no less than ninety (90) days advance notice. In the event of termination pursuant to this paragraph, the District shall not be required to pay, and the Employee shall not be entitled to receive, salary payments and benefits payable after the effective date of the Employee's resignation.

**C. By the District with Cause**

During the term of this Employment Agreement, the District may suspend the Employee from the Business Administrator position and/or may terminate employment with the District and this Employment Agreement for insubordination, incompetency, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the District in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system(s). Prior to any termination for cause, the District shall provide the Employee with written notice of the reason or reasons, charge or charges against the Employee, and the grounds on which such reason(s) or charge(s) is based. Provided that the Employee has made a request in writing to the Chairpersons of the District within fourteen (14) calendar days of receipt of such written notice, the District shall provide the Employee with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of Massachusetts General Laws chapter 30A, Sections §§ 18-25. The hearing shall be public or private, at the option of the Employee, and the Employee shall be entitled to have legal counsel present to advise and participate on the Employee's behalf. The Employee may present witnesses and may cross-examine any witnesses called by the District. The Employee shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the District after such hearing shall be final and binding, subject to Arbitration before the American Arbitration Association, as may be provided under applicable law. In the event of termination pursuant to this paragraph, the District shall not be required to pay, and the Employee shall not be entitled to receive, salary payments and benefits payable after the effective date of termination.

**D. Expiration of Agreement**

This Agreement shall automatically terminate without written notice on the date set forth in Section 1. Term (June 30, 2023).

**Section X. Successor Contract Discussions**

The District and the Business Administrator, upon receipt of said notice by either party, shall make mutually satisfactory arrangements to engage in discussions regarding a successor contract by December 1, 2022.

**Section XI. Written Agreement**

This Agreement shall continue in full force and effect for the term expressed in Section I, unless otherwise terminated as set forth in Section X, above, or modified in a writing signed by the parties here; and no modification of this Agreement shall be deemed to have or shall be given effect unless and until reduced to a writing and signed as herein required.

**Section XII. Severability**

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.

**Section XIII. Scope of the Agreement**


- A. The Employee shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services, as well as all applicable School Policies of the District.
- B. The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year set forth below.

By:

  
\_\_\_\_\_  
Committee Chair

DATE 06/18/2020

  
\_\_\_\_\_  
Employee

DATE 6/21/2020

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND JACOB SCHUTZ**

**PRINCIPAL**

**July 1, 2020 through June 30, 2023**

This EMPLOYMENT AGREEMENT, effective July 1, 2020 is by and between the **MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT**, having a place of business at Mount Greylock Regional School located at 1781 Cold Spring Road Williamstown, MA 01267 (hereinafter referred to as the "Employer") and **JACOB SCHUTZ** (hereinafter referred to as the "Employee").

WHEREAS, the Employer desires to hire the Employee for the position more specifically described herein as the Principal, and the Employee deserves to be hired for such position; and

WHEREAS, the parties mutually desire to set forth herein the terms and conditions of such employment. NOW, THEREFORE, in consideration for the foregoing premises and the mutual agreements set forth herein, the parties hereby agree as follows:

**Section 1: EMPLOYMENT.**

Employer hereby agrees to employ the Employee as Principal of Mount Greylock Regional School for the Mount Greylock Regional School District and the Employee hereby accepts such employment, all subject to the terms and conditions set forth in the Agreement.

**Section 2: TERM.**

The Employee shall be employed in the position of Principal for a term of three years commencing on July 1, 2020, and expiring on June 30, 2023, unless terminated earlier in accordance with the provisions of Section 8.

**Section 3: DUTIES AND RESPONSIBILITIES.**

- (a) The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for PRINCIPAL as EXHIBIT A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of PRINCIPAL in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School

District and shall work cooperatively with staff in providing leadership and assistance in the areas described in the PRINCIPAL Job description.

- (b) The Employee recognizes and agrees that his responsibilities and conduct are not determined by prescribed hour and conditions and shall perform the stated and implied duties of the position of Principal as determined by the Superintendent and shall expend the time and effort necessary to effectively achieve the goals and purposes of the Mount Greylock Regional School District. The foregoing notwithstanding, the Employee's work year shall consist of 260 full work days throughout the year.
- (c) The Employee shall fully perform all requirements of this Agreement, and any deviations from the terms and provisions of this Agreement shall be only by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 4. EVALUATION.**

- (a) As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the Employee's performance of the job and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the Employee's job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.
- (b) The Superintendent shall evaluate the Employee's job performance from time to time and at least annually by July 1 in accordance with 603 CMR 35.04-35.11, including Standards and Indicators for Effective Administrative Leadership Practice.
- (c) No material derogatory to the Employee's conduct, service, character or personality shall be placed in his personnel file unless the Employee has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the Employee's initial employment. The Employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- (d) The evaluation procedure is designed to assess and improve the performance of administrators. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL chapter 71 and elsewhere in this Agreement.



**Section 5. COMPENSATION.**

- (a) As compensation for the performance of the job for the term described in Section 2 above, the Employee shall receive an annual salary of

FY21: \$107,000

FY22: \$109,943

FY23: \$112,691

- (b) Any alteration in the employee's salary shall be effected by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 6. BENEFITS**

- (a) The Employee's annual salary shall consist of 260 paid days throughout the year (this includes paid vacation days and holidays)

- (b) **Vacation**-The Employee shall be entitled to a total of twenty-five (25) days of vacation leave per contract year accrued at the rate of 2.0833 days per month. Vacation leave shall be credited on the first day of the contract year in anticipation of the Employee's continued employment for the full contract year and may be used on that basis. Vacation leave exceeding five (5) consecutive days requires prior approval from the Superintendent.

All vacation leave must be used by June 30<sup>th</sup> of year of the contract. The Employee shall be allowed to roll unused vacation days, up to a maximum of five (5) vacation days annually with prior approval of the Superintendent.

If the Principal's employment with the employer ends prior to the completion of the full contract year, the Employee shall repay the Employer for all vacation days that had been credited in advance and used but that had not been accrued at the time the Principal's employment ends.

- (c) **Holidays** -The Employee shall receive the following thirteen paid holidays during each contract year: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day.
- (d) **Sick Leave** – The Employee shall receive sixteen (16) paid sick leave days per contract year and may accrue up to a total of two hundred twenty (220) sick leave days. Up to sixteen (16) sick leave days annually may be used for family illnesses. Accumulated and unused sick leave is not paid out upon the resignation of the employee or the termination of this contract. When possible, the Employee shall give advance notice to the Superintendent of sick leave exceeding four (4) contiguous days.
- (e) **Other Leave** – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members, and professional days, as approved by the Superintendent.

- (f) The Employer will pay the full membership fee for the Employee to the following professional organizations: Massachusetts Secondary School Administrators Association (MSSAA) and Massachusetts, Interscholastic Athletic Association (MIAA) provided funds are available.
- (g) Insurance - The Employee shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees.
- (h) The Employee will be allowed to work remotely for one week during the summer months with prior approval from the Superintendent.

**Section 7. REIMBURSABLE EXPENSES.**

- (a) The Employee is expected to continue his professional development and to participate in professional meetings, conferences and seminars at the local and state levels. The Employer shall be allowed reimbursement with prior approval of the Superintendent, including mileage, to be used by the Employee for his personal, professional or educational advancement provided funds are available. Receipts and mileage should be tracked and submitted for reimbursement.
- (b) The district will provide the employee with a laptop, iPad and cell phone for school use. These items are property of the district and shall be returned to the Employer at cessation of employment.

**Section 8. TERMINATION; DEMOTION; SUSPENSION.**

- (a) The Employee shall have the right to terminate this Agreement prior to its expiration upon at least ninety (90) calendar days prior to written notice to the Superintendent.
- (b) The Superintendent may dismiss, demote or suspend the Employee at any time for good cause (as hereinafter defined) in accordance with the procedures contained in MGL Chapter 71, Sections 42 and 42D. The Employee shall have the right to receive written charges and an opportunity to submit a written response for consideration by the Superintendent. As used in this Subsection, the term "good cause" shall mean grounds put forth by the Superintendent which is not arbitrary, capricious, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the term "good cause" other than the definition set forth in this Subsection 8 (b) and arbitral review shall be limited to the question whether such grounds were put forth.
- (c) In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed, reimbursement of any outstanding expenses in accordance with the terms of Section 7 above.

Upon expiration of earlier termination of this Agreement, the Employee shall return to the Employer all information records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.

**Section 9. EMPLOYEE'S COVENANTS AND REPRESENTATIONS**

- (a) The Employee represents that he has the requisite personnel, competence, skill and physical resources necessary to perform the duties and responsibilities described in Section 3 above and that he maintains a valid and appropriate certificate qualifying him to act as Principal, as required by MGL Chapter 71, Section 38G.
- (b) The Employee covenants and represents that he has never been convicted of a charge in any criminal action and has never been subjected to disciplinary proceedings related to the performance of professional duties.
- (c) The Employee covenants and represents that he is not a party to any contract, understanding or arrangement with any third party which would be in any way conflict with this Agreement or would in any way limit or affect the Employee's ability to perform under this Agreement.
- (d) The Employee further covenants that in the performance of his duties and responsibilities under this Agreement he shall comply with any and all applicable laws, regulations, ordinances, executive orders, codes, standards, permits and liens.

**Section 10. AMENDMENTS AND WAIVERS.**

This agreement may not be amended or modified, except by a writing executed by the parties here to. No extension of time for, or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting such extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

**Section 11. ASSIGNMENT.**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Employer.

**Section 12. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the Principal or to the Superintendent at the district office.

**Section 13. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating hereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

**Section 14. SEVERABILITY.**

In any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of the Agreement or the Application of such term or provision to circumstances other than those as to which is *over* broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 15. COMPLIANCE/CONTROLLING LAW.**

- (a) The Employee shall comply with all applicable federal, state, and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District's policies, rules and regulations.
- (b) The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

**Section 16. INDEMNIFICATION PROTECTIONS.**

- (a) In accordance with and to the extent provided by M.G.L. Chapter 258, Section 9, the Employer agree to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Employer. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 9 (Termination; Demotion; Suspension) of the Employment Agreement.
- (b) As a condition of receiving such indemnification, the Employee shall, within *five* (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Employer.
- (c) This indemnification protection shall survive the termination of the Employment Agreement.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized

by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 10 day of July, 2020.

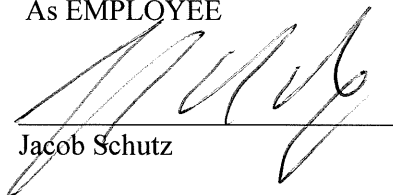
Mount Greylock Regional School District  
As EMPLOYER

By:



Andrea Wadsworth  
Acting Superintendent

As EMPLOYEE



Jacob Schutz

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND COLIN SHEBAR**

**ASSISTANT PRINCIPAL**

**July 1, 2020 through June 30, 2023**

This EMPLOYMENT AGREEMENT, effective July 1, 2020 is by and between the **MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT**, having a place of business at Mount Greylock Regional School located at 1781 Cold Spring Road Williamstown, MA 01267 (hereinafter referred to as the "Employer") and **COLIN SHEBAR** (hereinafter referred to as the "Employee").

WHEREAS, the Employer desires to hire the Employee for the position more specifically described herein as the Assistant Principal, and the Employee deserves to be hired for such position; and

WHEREAS, the parties mutually desire to set forth herein the terms and conditions of such employment. NOW, THEREFORE, in consideration for the foregoing premises and the mutual agreements set forth herein, the parties hereby agree as follows:

**Section 1: EMPLOYMENT.**

Employer hereby agrees to employ the Employee as Assistant Principal of Mount Greylock Regional School for the Mount Greylock Regional School District and the Employee hereby accepts such employment, all subject to the terms and conditions set forth in the Agreement.

**Section 2: TERM.**

The Employee shall be employed in the position of Assistant Principal for a term of three years commencing on July 1, 2020, and expiring on June 30, 2023, unless terminated earlier in accordance with the provisions of Section 8.

**Section 3: DUTIES AND RESPONSIBILITIES.**

- (a) The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for ASSISTANT PRINCIPAL as EXHIBIT A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of ASSISTANT PRINCIPAL in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the

Mount Greylock Regional School District and shall work cooperatively with staff in providing leadership and assistance in the areas described in the ASSISTANT PRINCIPAL Job description.

- (b) The Employee recognizes and agrees that his responsibilities and conduct are not determined by prescribed hour and conditions and shall perform the stated and implied duties of the position of Assistant Principal as determined by the Superintendent and shall expend the time and effort necessary to effectively achieve the goals and purposes of the Mount Greylock Regional School District. The foregoing notwithstanding, the Employee's work year shall consist of 260 full work days throughout the year.
- (c) The Employee shall fully perform all requirements of this Agreement, and any deviations from the terms and provisions of this Agreement shall be only by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 4. EVALUATION.**

- (a) As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the Employee's performance of the job and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the Employee's job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.
- (b) The Superintendent shall evaluate the Employee's job performance from time to time and at least annually by July 1 in accordance with 603 CMR 35.04-35.11, including Standards and Indicators for Effective Administrative Leadership Practice.
- (c) No material derogatory to the Employee's conduct, service, character or personality shall be placed in his personnel file unless the Employee has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the Employee's initial employment. The Employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- (d) The evaluation procedure is designed to assess and improve the performance of administrators. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like,

ordinarily are investigated and determined in accordance with discipline provisions under MGL chapter 71 and elsewhere in this Agreement.

**Section 5. COMPENSATION.**

- (a) As compensation for the performance of the job for the term described in Section 2 above, the Employee shall receive an annual salary of

FY21: \$85,000

FY22: \$87,125

FY23: \$89,303

- (b) Any alteration in the employee's salary shall be effected by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 6. BENEFITS**

- (a) The Employee's annual salary shall consist of 260 paid days throughout the year (this includes paid vacation days and holidays)

- (b) **Vacation**-The Employee shall be entitled to a total of twenty-five (25) days of vacation leave per contract year accrued at the rate of 2.0833 days per month. Vacation leave shall be credited on the first day of the contract year in anticipation of the Employee's continued employment for the full contract year and may be used on that basis. Vacation leave exceeding five (5) consecutive days requires prior approval from the Superintendent.

All vacation leave must be used by June 30<sup>th</sup> of year of the contract. The Employee shall be allowed to roll unused vacation days, up to a maximum of five (5) vacation days annually with prior approval of the Superintendent.

If the Assistant Principal's employment with the employer ends prior to the completion of the full contract year, the Employee shall repay the Employer for all vacation days that had been credited in advance and used but that had not been accrued at the time the Assistant Principal's employment ends.

- (c) **Holidays** -The Employee shall receive the following thirteen paid holidays during each contract year: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day.

- (d) **Sick Leave** – The Employee shall receive sixteen (16) paid sick leave days per contract year and may accrue up to a total of two hundred twenty (220) sick leave days. Up to sixteen (16) sick leave days annually may be used for family illnesses. Accumulated and unused sick leave is not paid out upon the resignation of the employee or the termination of this contract. When possible, the Employee shall give advance notice to the Superintendent of sick leave exceeding four (4) contiguous days.

- (e) **Other Leave** – The Employee shall receive three (3) personal days, up to five (5)



bereavement days for immediate family members, and professional days, as approved by the Superintendent.

- (f) The Employer will pay the full membership fee for the Employee to the following professional organizations: Massachusetts Secondary School Administrators Association (MSSAA) and Massachusetts Interscholastic Athletic Association (MIAA) provided funds are available.
- (g) Insurance - The Employee shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees.
- (h) The Employee will be allowed to work remotely for one week during the summer months with prior approval from the Superintendent.

**Section 7. REIMBURSABLE EXPENSES.**

- (a) The Employee is expected to continue his professional development and to participate in professional meetings, conferences and seminars at the local and state levels. The Employer shall be allowed reimbursement with prior approval of the Superintendent, including mileage, to be used by the Employee for his personal, professional or educational advancement provided funds are available. Receipts and mileage should be tracked and submitted for reimbursement.
- (b) The district will provide the employee with a laptop, iPad and cell phone for school use. These items are property of the district and shall be returned to the Employer at cessation of employment.

**Section 8. TERMINATION; DEMOTION; SUSPENSION.**

- (a) The Employee shall have the right to terminate this Agreement prior to its expiration upon at least ninety (90) calendar days prior to written notice to the Superintendent.
- (b) The Superintendent may dismiss, demote or suspend the Employee at any time for good cause (as hereinafter defined) in accordance with the procedures contained in MGL Chapter 71, Sections 42 and 42D. The Employee shall have the right to receive written charges and an opportunity to submit a written response for consideration by the Superintendent. As used in this Subsection, the term "good cause" shall mean grounds put forth by the Superintendent which is not arbitrary, capricious, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the term "good cause" other than the definition set forth in this Subsection 8 (b) and arbitral review shall be limited to the question whether such grounds were put forth.
- (c) In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed, reimbursement of any outstanding expenses in accordance with the terms of Section 7 above.

Upon expiration of earlier termination of this Agreement, the Employee shall return to the Employer all information records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.

**Section 9. EMPLOYEE'S COVENANTS AND REPRESENTATIONS**

- (a) The Employee represents that he has the requisite personnel, competence, skill and physical resources necessary to perform the duties and responsibilities described in Section 3 above and that he maintains a valid and appropriate certificate qualifying him to act as Assistant Principal, as required by MGL Chapter 71, Section 38G.
- (b) The Employee covenants and represents that he has never been convicted of a charge in any criminal action and has never been subjected to disciplinary proceedings related to the performance of professional duties.
- (c) The Employee covenants and represents that he is not a party to any contract, understanding or arrangement with any third party which would be in any way conflict with this Agreement or would in any way limit or affect the Employee's ability to perform under this Agreement.
- (d) The Employee further covenants that in the performance of his duties and responsibilities under this Agreement he shall comply with any and all applicable laws, regulations, ordinances, executive orders, codes, standards, permits and liens.

**Section 10. AMENDMENTS AND WAIVERS.**

This agreement may not be amended or modified, except by a writing executed by the parties here to. No extension of time for, or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting such extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

**Section 11. ASSIGNMENT.**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Employer.

**Section 12. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the Assistant Principal or to the Superintendent at the district office.

**Section 13. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating hereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

**Section 14. SEVERABILITY.**

In any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of the Agreement or the Application of such term or provision to circumstances other than those as to which is *over* broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 15. COMPLIANCE/CONTROLLING LAW.**

- (a) The Employee shall comply with all applicable federal, state, and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District's policies, rules and regulations.
- (b) The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

**Section 16. INDEMNIFICATION PROTECTIONS.**


- (a) In accordance with and to the extent provided by M.G.L. Chapter 258, Section 9, the Employer agree to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Employer. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 9 (Termination; Demotion; Suspension) of the Employment Agreement.
- (b) As a condition of receiving such indemnification, the Employee shall, within *five* (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Employer.
- (c) This indemnification protection shall survive the termination of the Employment Agreement.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized

by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 8th day of July, 2020.

Mount Greylock Regional School District  
As EMPLOYER

By:   
Robert R. Putnam  
Interim Superintendent

As EMPLOYEE

  
Colin Shebar

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND NOLAN PRATT**

**PRINCIPAL**

**July 1, 2020 through June 30, 2023**

This EMPLOYMENT AGREEMENT, effective July 1, 2020 is by and between the **MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT**, having a place of business at Lanesborough Elementary School 188 Summer Street Lanesborough, Massachusetts 01267 (hereinafter referred to as the "Employer") and **Nolan Pratt** (hereinafter referred to as the "Employee").

WHEREAS, the Employer desires to hire the Employee for the position more specifically described herein as the Principal, and the Employee deserves to be hired for such position; and

WHEREAS, the parties mutually desire to set forth herein the terms and conditions of such employment. NOW, THEREFORE, in consideration for the foregoing premises and the mutual agreements set forth herein, the parties hereby agree as follows:

**Section 1: EMPLOYMENT.**

Employer hereby agrees to employ the Employee as Principal of Lanesborough Elementary School for the Mount Greylock Regional School District and the Employee hereby accepts such employment, all subject to the terms and conditions set forth in the Agreement.

**Section 2: TERM.**

The Employee shall be employed in the position of Principal for a term of three years commencing on July 1, 2020, and expiring on June 30, 2023, unless terminated earlier in accordance with the provisions of Section 8.

**Section 3: DUTIES AND RESPONSIBILITIES.**

- (a) The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for PRINCIPAL as EXHIBIT A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of PRINCIPAL in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School

District and shall work cooperatively with staff in providing leadership and assistance in the areas described in the PRINCIPAL Job description.

- (b) The Employee recognizes and agrees that his responsibilities and conduct are not determined by prescribed hour and conditions and shall perform the stated and implied duties of the position of Principal as determined by the Superintendent and shall expend the time and effort necessary to effectively achieve the goals and purposes of the Mount Greylock Regional School District. The foregoing notwithstanding, the Employee's work year shall consist of 260 full work days throughout the year.
- (c) The Employee shall fully perform all requirements of this Agreement, and any deviations from the terms and provisions of this Agreement shall be only by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 4. EVALUATION.**

- (a) As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the Employee's performance of the job and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the Employee's job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.
- (b) The Superintendent shall evaluate the Employee's job performance from time to time and at least annually by July 1 in accordance with 603 CMR 35.04-35.11, including Standards and Indicators for Effective Administrative Leadership Practice.
- (c) No material derogatory to the Employee's conduct, service, character or personality shall be placed in his personnel file unless the Employee has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the Employee's initial employment. The Employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- (d) The evaluation procedure is designed to assess and improve the performance of administrators. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL chapter 71 and elsewhere in this Agreement.

**Section 5. COMPENSATION.**

- (a) As compensation for the performance of the job for the term described in Section 2 above, the Employee shall receive an annual salary of:

FY21: \$96,000

FY22: \$98,640

FY23: \$101,106

- (b) Any alteration in the employee's salary shall be effected by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 6. BENEFITS**

- (a) The Employee's annual salary shall consist of 260 paid days throughout the year (this includes paid vacation days and holidays)

- (b) **Vacation**-The Employee shall be entitled to a total of twenty-five (25) days of vacation leave per contract year accrued at the rate of 2.0833 days per month. Vacation leave shall be credited on the first day of the contract year in anticipation of the Employee's continued employment for the full contract year and may be used on that basis. Vacation leave exceeding five (5) consecutive days requires prior approval from the Superintendent.

All vacation leave must be used by June 30<sup>th</sup> of year of the contract. The Employee shall be allowed to roll unused vacation days, up to a maximum of five (5) vacation days annually with prior approval of the Superintendent.

If the Principal's employment with the employer ends prior to the completion of the full contract year, the Employee shall repay the Employer for all vacation days that had been credited in advance and used but that had not been accrued at the time the Principal's employment ends.

- (c) **Holidays** -The Employee shall receive the following thirteen paid holidays during each contract year: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day.

- (d) **Sick Leave** – The Employee shall receive sixteen (16) paid sick leave days per contract year and may accrue up to a total of two hundred twenty (220) sick leave days. The number of sick leave days accrued shall include sick leave days accrued while working for Mount Greylock Regional School District in the capacity of Math Teacher at the middle/high school. Up to sixteen (16) sick leave days annually may be used for family illnesses. Accumulated and unused sick leave is not paid out upon the resignation of the employee or the termination of this contract. When possible, the Employee shall give advance notice to the Superintendent of sick leave exceeding four (4) contiguous days.

- (e) **Other Leave** – The Employee shall receive three (3) personal days, up to five (5)

bereavement days for immediate family members, and professional days, as approved by the Superintendent.

- (f) The Employer will pay the full membership fee for the Employee to the following professional organizations: Massachusetts Secondary School Administrators Association (MSSAA) and Massachusetts, Interscholastic Athletic Association (MIAA) provided funds are available.
- (g) Insurance - The Employee shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees.

**Section 7. REIMBURSABLE EXPENSES.**

- (a) The Employee is expected to continue his professional development and to participate in professional meetings, conferences and seminars at the local and state levels. The Employer shall be allowed reimbursement with prior approval of the Superintendent, including mileage, to be used by the Employee for his personal, professional or educational advancement provided funds are available. Receipts and mileage should be tracked and submitted for reimbursement.
- (b) The district will provide the employee with a laptop, iPad and cell phone for school use. These items are property of the district and shall be returned to the Employer at cessation of employment.

**Section 8. TERMINATION; DEMOTION; SUSPENSION.**

- (a) The Employee shall have the right to terminate this Agreement prior to its expiration upon at least ninety (90) calendar days prior to written notice to the Superintendent.
- (b) The Superintendent may dismiss, demote or suspend the Employee at any time for good cause (as hereinafter defined) in accordance with the procedures contained in MGL Chapter 71, Sections 42 and 42D. The Employee shall have the right to receive written charges and an opportunity to submit a written response for consideration by the Superintendent. As used in this Subsection, the term "good cause" shall mean grounds put forth by the Superintendent which is not arbitrary, capricious, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the term "good cause" other than the definition set forth in this Subsection 8 (b) and arbitral review shall be limited to the question whether such grounds were put forth.
- (c) In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed, reimbursement of any outstanding expenses in accordance with the terms of Section 7 above.

Upon expiration of earlier termination of this Agreement, the Employee shall return to the Employer all information records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.



**Section 9. EMPLOYEE'S COVENANTS AND REPRESENTATIONS**

- (a) The Employee represents that he has the requisite personnel, competence, skill and physical resources necessary to perform the duties and responsibilities described in Section 3 above and that he maintains a valid and appropriate certificate qualifying him to act as Principal, as required by MGL Chapter 71, Section 38G.
- (b) The Employee covenants and represents that he has never been convicted of a charge in any criminal action and has never been subjected to disciplinary proceedings related to the performance of professional duties.
- (c) The Employee covenants and represents that he is not a party to any contract, understanding or arrangement with any third party which would be in any way conflict with this Agreement or would in any way limit or affect the Employee's ability to perform under this Agreement.
- (d) The Employee further covenants that in the performance of his duties and responsibilities under this Agreement he shall comply with any and all applicable laws, regulations, ordinances, executive orders, codes, standards, permits and liens.
- (e) Prior to accepting the position as Principal, the Employee served as a teacher covered under the Mount Greylock Regional Education Association. A MEMORANDUM OF AGREEMENT was reached between the Mount Greylock Regional School Committee and the Mount Greylock Education Association and is incorporated and attached herein as APPENDIX B.

**Section 10. AMENDMENTS AND WAIVERS.**

This agreement may not be amended or modified, except by a writing executed by the parties here to. No extension of time for, or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting such extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

**Section 11. ASSIGNMENT.**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Employer.

**Section 12. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the Principal or to the Superintendent at the district office.

**Section 13. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating hereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

**Section 14. SEVERABILITY.**

In any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of the Agreement or the Application of such term or provision to circumstances other than those as to which is *over* broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 15. COMPLIANCE/CONTROLLING LAW.**

- (a) The Employee shall comply with all applicable federal, state, and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional High School's policies, rules and regulations.
- (b) The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

**Section 16. INDEMNIFICATION PROTECTIONS.**

- (a) In accordance with and to the extent provided by M.G.L. Chapter 258, Section 9, the Employer agree to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Employer. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 9 (Termination; Demotion; Suspension) of the Employment Agreement.
- (b) As a condition of receiving such indemnification, the Employee shall, within *five* (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Employer.
- (c) This indemnification protection shall survive the termination of the Employment Agreement.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized

by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 6 day of July, 2020.

Mount Greylock Regional School District  
As EMPLOYER

As EMPLOYEE

By: Andrea Wadsworth  
Andrea Wadsworth  
Acting Superintendent

Nolan Pratt  
Nolan Pratt

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND KRISTEN THOMPSON**

**PRINCIPAL**

**July 1, 2020 through June 30, 2023**

This EMPLOYMENT AGREEMENT, effective July 1, 2020 is by and between the **MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT**, having a place of business at Williamstown Elementary School located at 115 Church Street Williamstown, MA 01267 (hereinafter referred to as the "Employer") and **KRISTEN THOMPSON** (hereinafter referred to as the "Employee").

WHEREAS, the Employer desires to hire the Employee for the position more specifically described herein as the Principal, and the Employee deserves to be hired for such position; and

WHEREAS, the parties mutually desire to set forth herein the terms and conditions of such employment. NOW, THEREFORE, in consideration for the foregoing premises and the mutual agreements set forth herein, the parties hereby agree as follows:

**Section 1: EMPLOYMENT.**

Employer hereby agrees to employ the Employee as Principal of Williamstown Elementary School for the Mount Greylock Regional School District and the Employee hereby accepts such employment, all subject to the terms and conditions set forth in the Agreement.

**Section 2: TERM.**

The Employee shall be employed in the position of Principal for a term of three years commencing on July 1, 2020, and expiring on June 30, 2023, unless terminated earlier in accordance with the provisions of Section 8.

**Section 3: DUTIES AND RESPONSIBILITIES.**

- (a) The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for PRINCIPAL as EXHIBIT A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of PRINCIPAL in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School

District and shall work cooperatively with staff in providing leadership and assistance in the areas described in the PRINCIPAL Job description.

- (b) The Employee recognizes and agrees that her responsibilities and conduct are not determined by prescribed hour and conditions and shall perform the stated and implied duties of the position of Principal as determined by the Superintendent and shall expend the time and effort necessary to effectively achieve the goals and purposes of the Mount Greylock Regional School District. The foregoing notwithstanding, the Employee's work year shall consist of 260 full work days throughout the year.
- (c) The Employee shall fully perform all requirements of this Agreement, and any deviations from the terms and provisions of this Agreement shall be only by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 4. EVALUATION.**

- (a) As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the Employee's performance of the job and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the Employee's job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.
- (b) The Superintendent shall evaluate the Employee's job performance from time to time and at least annually by July 1 in accordance with 603 CMR 35.04-35.11, including Standards and Indicators for Effective Administrative Leadership Practice.
- (c) No material derogatory to the Employee's conduct, service, character or personality shall be placed in her personnel file unless the Employee has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the Employee's initial employment. The Employee will acknowledge that he has had an opportunity to review such material by affixing her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- (d) The evaluation procedure is designed to assess and improve the performance of administrators. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL chapter 71 and elsewhere in this Agreement.

**Section 5.      COMPENSATION.**

- (a) As compensation for the performance of the job for the term described in Section 2 above, the Employee shall receive an annual salary of \$94,500 based on a work year of 260 days. Salary shall be payable in 26 biweekly equal installments or otherwise in accordance with the rules of the School Committee governing payment of professional staff member. For the second and third contract year, the salary increase is to be negotiated.
- (b) Any alteration in the employee's salary shall be effected by a duly authorized and executed amendment to this Agreement in accordance with Section 11 below.

**Section 6.      BENEFITS**

- (a) The Employee's annual salary shall consist of 260 paid days throughout the year (this includes paid vacation days and holidays)
- (b) **Vacation**-The Employee shall be entitled to a total of twenty-five (25) days of vacation leave per contract year accrued at the rate of 2.0833 days per month. Vacation leave shall be credited on the first day of the contract year in anticipation of the Employee's continued employment for the full contract year and may be used on that basis. Vacation leave exceeding five (5) consecutive days requires prior approval from the Superintendent.

All vacation leave must be used by June 30<sup>th</sup> of year of the contract. The Employee shall be allowed to roll unused vacation days, up to a maximum of five (5) vacation days annually with prior approval of the Superintendent.

If the Principal's employment with the employer ends prior to the completion of the full contract year, the Employee shall repay the Employer for all vacation days that had been credited in advance and used but that had not been accrued at the time the Principal's employment ends.

- (c) **Holidays** -The Employee shall receive the following thirteen paid holidays during each contract year: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day.
- (d) **Sick Leave** – The Employee shall receive sixteen (16) paid sick leave days per contract year and may accrue up to a total of one hundred eighty (180) sick leave days. The number of sick leave days accrued shall include sick leave days accrued while working for Mount Greylock Regional School District in the capacity of Math Teacher at the middle/high school. Up to sixteen (16) sick leave days annually may be used for family illnesses. Accumulated and unused sick leave is not paid out upon the resignation of the employee or the termination of this contract. When possible, the Employee shall give advance notice to the Superintendent of sick leave exceeding four (4) contiguous days.

- (e) **Other Leave** – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members, and professional days, as approved by the Superintendent.
- (f) The Employer will pay the full membership fee for the Employee to the following professional organizations: Massachusetts Secondary School Administrators Association (MSSAA) and Massachusetts, Interscholastic Athletic Association (MIAA) provided funds are available.
- (g) **Insurance** - The Employee shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees.

**Section 7. REIMBURSABLE EXPENSES.**

- (a) The Employee is expected to continue her professional development and to participate in professional meetings, conferences and seminars at the local and state levels. The Employer shall allocate \$1,000 per year, including mileage, to be used by the Employee for her personal, professional or educational advancement provided funds are available and with prior approval. This amount will be reviewed annually. Receipts and mileage should be racked and submitted for reimbursement.
- (b) The district will provide the employee with a laptop, iPad and cell phone for school use. These items are property of the district and shall be returned to the Employer at cessation of employment.

**Section 8. TERMINATION; DEMOTION; SUSPENSION.**

- (a) The Employee shall have the right to terminate this Agreement prior to its expiration upon at least ninety (90) calendar days prior to written notice to the Superintendent.
- (b) The Superintendent may dismiss, demote or suspend the Employee at any time for good cause (as hereinafter defined) in accordance with the procedures contained in MGL Chapter 71, Sections 42 and 42D. The Employee shall have the right to receive written charges and an opportunity to submit a written response for consideration by the Superintendent. As used in this Subsection, the term "good cause" shall mean grounds put forth by the Superintendent which is not arbitrary, capricious, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the term "good cause" other than the definition set forth in this Subsection 8 (b) and arbitral review shall be limited to the question whether such grounds were put forth.
- (c) In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed, reimbursement of any outstanding expenses in accordance with the terms of Section 7 above.

Upon expiration of earlier termination of this Agreement, the Employee shall return to the Employer all information records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.

**Section 9. EMPLOYEE'S COVENANTS AND REPRESENTATIONS**

- (a) The Employee represents that he has the requisite personnel, competence, skill and physical resources necessary to perform the duties and responsibilities described in Section 3 above and that he maintains a valid and appropriate certificate qualifying him to act as Principal, as required by MGL Chapter 71, Section 38G.
- (b) The Employee covenants and represents that he has never been convicted of a charge in any criminal action and has never been subjected to disciplinary proceedings related to the performance of professional duties.
- (c) The Employee covenants and represents that he is not a party to any contract, understanding or arrangement with any third party which would be in any way conflict with this Agreement or would in any way limit or affect the Employee's ability to perform under this Agreement.
- (d) The Employee further covenants that in the performance of her duties and responsibilities under this Agreement he shall comply with any and all applicable laws, regulations, ordinances, executive orders, codes, standards, permits and liens.
- (e) Prior to accepting the position as Principal, the Employee served as a teacher covered under the Mount Greylock Regional Education Association. A MEMORANDUM OF AGREEMENT was reached between the Mount Greylock Regional School Committee and the Mount Greylock Education Association and is incorporated and attached herein as APPENDIX B.

**Section 10. AMENDMENTS AND WAIVERS.**

This agreement may not be amended or modified, except by a writing executed by the parties here to. No extension of time for, or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting such extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

**Section 11. ASSIGNMENT.**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Employer.

**Section 12. NOTICES.**



All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to her residence in the case of the Principal or to the Superintendent at the district office.

**Section 13. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating hereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

**Section 14. SEVERABILITY.**

In any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of the Agreement or the Application of such term or provision to circumstances other than those as to which is *over* broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 15. COMPLIANCE/CONTROLLING LAW.**

- (a) The Employee shall comply with all applicable federal, state, and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District's policies, rules and regulations.
- (b) The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

**Section 16. INDEMNIFICATION PROTECTIONS.**

- (a) In accordance with and to the extent provided by M.G.L. Chapter 258, Section 9, the Employer agree to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Employee is acting within the scope of her employment or under the direction of the Employer. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 9 (Termination; Demotion; Suspension) of the Employment Agreement.
- (b) As a condition of receiving such indemnification, the Employee shall, within *five* (5) calendar days of the time he is personally served with any summons, complaint, process,

notice, demand or pleading, deliver a copy of the same to the Employer.

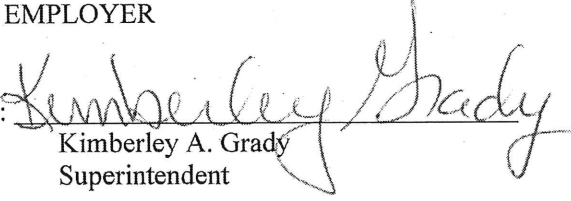
- (c) This indemnification protection shall survive the termination of the Employment Agreement.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

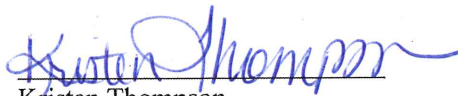
IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 21<sup>st</sup> day of June, 2020.

Mount Greylock Regional School District  
As EMPLOYER

By:

  
Kimberley A. Grady  
Superintendent

As EMPLOYEE

  
Kristen Thompson

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND Timothy X. Sears**

**Director of Buildings & Grounds**

**July 1, 2020 through June 30, 2023**

This Employment Agreement (hereinafter referred to as “this Agreement” or “this Employment Agreement”) is made between the Mount Greylock Regional School District and Timothy X. Sears (hereinafter referred to as “Employee” or “Director of Buildings & Grounds”). For mutual consideration expressed herein, the parties agree as follows:

**1. TERM OF AGREEMENT:**

The District does hereby employ the Director of Buildings & Grounds and the Director of Buildings & Grounds does accept such employment for the period of July 1, 2020 through June 30, 2023. At all times, the Employee shall to the best of their abilities perform the duties of Director of Buildings & Grounds for the District as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to the Employee by the Superintendent of Schools.

**2. COMPENSATION:**

In consideration of the salary for each year of this Employment Agreement, the Employee agrees to perform faithfully the duties of the Director of Buildings & Grounds. The Director of Buildings & Grounds's salary shall be:

FY21: \$78,795.00

FY22: \$80,962.00

FY23: \$82,581.00

**3. DUTIES & RESPONSIBILITIES**

The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for Director of Buildings & Grounds as Exhibit A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of Director of Buildings & Grounds in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School District and shall work cooperatively with all members of the staff in providing leadership and assistance in the areas described in the Director of Buildings & Grounds job description.

**4. EVALUATION:**

- a. As used in this Agreement, the terms “evaluate” and “evaluation” shall mean the ongoing process of defining goals and expectations related to the EMPLOYEE's performance of the job as described in Section 3 above and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the EMPLOYEE's job performance, and (ii) providing a record of facts and assessments to gauge total

job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.

- b. The Superintendent, or designee, shall evaluate the EMPLOYEE's job performance from time to time and at least annually.
- c. The evaluation of the EMPLOYEE shall be rendered in a fair and constructive manner. All direct monitoring or observation of the job performance shall be openly conducted with the full knowledge of the EMPLOYEE. It is understood and agreed that direct monitoring and observation are only part of the overall evaluation process.
- d. The EMPLOYEE shall be given a copy of the formal evaluation and shall be afforded an opportunity to submit a written response to the contents thereof. If the evaluation of the EMPLOYEE's job performance indicates that improvement is needed, a conference shall be held with the EMPLOYEE to discuss the evaluation and the Evaluator shall indicate, as far as practicable, specific recommendations for improvement.
- e. No material derogatory to the EMPLOYEE'S conduct, service, character or personality shall be placed in their personnel file unless the EMPLOYEE has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the EMPLOYEE'S initial employment. The EMPLOYEE will acknowledge that they have had an opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The EMPLOYEE shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- f. The evaluation procedure is designed to assess and improve the performance of employees. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71 and elsewhere in this Agreement.

## **5. WORK WEEK / WORK YEAR & BENEFITS**

- a. **School Year:** It is expected that the Employee will work Monday – Friday from 8:00 AM – 4:30 PM for the months of September through June when school is in session and during the two weeks immediately before and after the school year; work hour start and end times may be adjusted with prior approval of the Superintendent.
- b. **Summer Hours:** During the months of July and August (excluding the two weeks immediately before and after the school year), the Employee may work an abbreviated summer schedule of Monday – Friday from 8:30 AM – 2:30 PM provided all work is completed and deadlines continue to be met; work hour start and end times may be adjusted with prior approval of the Superintendent
- c. **Employee Leave:**
  - i. **Vacation:** The Director of Buildings & Grounds shall be entitled to a total of twenty-five (25) days of vacation leave per contract year accrued at 2.0833 days per month. Vacation leave shall be credited on the first day of the contract year

in anticipation of the Employee's continued employment for the full contract year and may be used on that basis. Vacation leave exceeding five (5) consecutive days required prior approval of the Superintendent.

All vacation leave must be used by June 30<sup>th</sup> of the year of the contract. The Employee shall be allowed to roll unused vacation days, up to a maximum of five (5) vacation days annually with prior approval of the Superintendent. If the employee's employment with the employer ends prior to the completion of the full contract year, the Employee shall repay the Employer for all vacation days that had been credited in advance and used but that not been accrued at the time of the Employee's employment ends.

Holidays – The Employee shall receive the following thirteen (13) paid holidays each year: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, and Memorial Day.

- ii. Sick Leave – The Employee Shall receive fifteen (15) paid sick leave days per fiscal year and may accrue up to a total of 180 sick leave days. Ten (10) days of sick leave per fiscal year may be used to render necessary care or comfort to an ill member of the Employee's "immediate family" where "immediate family" shall include the Employee and spouse or domestic partner, and the parents, children, siblings of the Employee and of his/her spouse or domestic partner, or other members of the Employee's immediate household.
- iii. Other Leave – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members.

## **6. TECHNOLOGY RESOURCES**

The District shall provide the Director of Buildings & Grounds with a desktop and/or laptop computer/tablet (or comparable) and related equipment, Internet Service and equipment maintenance through the term of this agreement at District expense. The equipment provided under this Section shall be considered the property of the District and is provided to the Director of Buildings & Grounds for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all District issued equipment, accessories and software shall be immediately returned to the District.

## **7. Reimbursable Expenses:**

- a. The Employee is expected to continue his professional development and to participate in professional meetings, conferences and seminars at the local and state levels. The Employer shall be allowed reimbursement with prior approval of the Superintendent, including mileage, to be used by the Employee for his personal, professional or educational advancement provided funds are available. Receipts and mileage should be tracked and submitted for reimbursement.

## **8. GROUP HEALTH & LIFE INSURANCE**

The Director of Buildings & Grounds shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees. The Director of Buildings & Grounds shall be entitled to enroll and participate in a Short Term/Long Term Disability Insurance program through an insurance plan offered by the Mount Greylock Regional School District at the same participation rate and amounts offered to all other non-unionized employees.

## **9. TERMINATION OF THE EMPLOYMENT AGREEMENT**

- a.** The Employee shall have the right to terminate this Agreement prior to its expiration upon at least thirty (30) calendar day's prior written notice to the Superintendent.
- b.** The Superintendent may dismiss, demote or suspend the Employee at any time for cause ("cause" shall mean grounds put forth by the Superintendent which are not arbitrary, capricious, unreasonable, in bad faith, or irrelevant to the sound operation of the school system). Prior to any termination for cause, the Employer shall provide Employee with written notice of the reason(s), charge(s), and the grounds on which such reason, reasons, charge, charges is based.
- c.** In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed. Upon the expiration or earlier termination of this Agreement, the Employee shall return to the Employer all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.
- d.** If the Employee is absent from work on account of a disability for more than one hundred and eighty (180) days, the Employer shall have the option of terminating their employment and this Employment Agreement. If the Employer exercises their option to terminate the Director of Buildings & Grounds's employment and this Employment Agreement, the Director of Buildings & Grounds shall not be entitled to receive any salary payments and benefits payable after the effective date of such termination.
- e.** The Superintendent may, at their sole discretion, terminate this contract at any time upon serving a ninety (90) days' written notice in the event of a reorganization or restructuring of duties associated with the Director of Buildings & Grounds position.

## **10. INDEMNIFICATION**

- a.** In accordance with and to the extent provided by M. G. L. Chapter 258, Section 9, the Mount Greylock Regional School District agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement by the reason of alleged negligence or other conduct resulting in the bodily or other injury to any person or damage to property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Mount Greylock Regional School District. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 8 of this Agreement.
- b.** As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Mount Greylock Regional School Committee.
- c.** This section shall survive the termination of this Employment Agreement.

## **11. AMENDMENTS AND WAIVERS**

This Agreement may not be amended or modified, except by a writing executed by the parties hereto. No extension of time for or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting each extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

## **12. ASSIGNMENT**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Employer.

### 13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the Director of Buildings & Grounds or to the Superintendent.

### 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating thereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

### 15. SEVERABILITY

If any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is overly broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### 16. COMPLIANCE/CONTROLLING LAW

The EMPLOYEE shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District policies, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 6 day of July, 2020.

Mount Greylock Regional School District  
As EMPLOYER

By: Andrea Wadsworth  
Andrea Wadsworth  
Acting Superintendent

As EMPLOYEE

Timothy X. Sears  
Timothy X. Sears

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND Jonathan Nopper**

**Human Resource Specialist**

**July 1, 2020 through June 30, 2023**

This Employment Agreement (hereinafter referred to as “this Agreement” or “this Employment Agreement”) is made between the Mount Greylock Regional School District and Jonathan Nopper (hereinafter referred to as “Employee” or “Human Resource Specialist”). For mutual consideration expressed herein, the parties agree as follows:

**1. TERM OF AGREEMENT:**

The District does hereby employ the Human Resource Specialist and the Human Resource Specialist does accept such employment for the period of July 1, 2020 through June 30, 2023. At all times, the Employee shall to the best of their abilities perform the duties of Human Resource Specialist for the District as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to the Employee by the Superintendent of Schools.

**2. COMPENSATION:**

In consideration of the salary for each year of this Employment Agreement, the Employee agrees to perform faithfully the duties of the Human Resource Specialist. The Human Resource Specialist’s salary shall be:

FY21: \$60,500.00

FY22: \$61,710.00

FY23: \$62,944.20

**3. DUTIES & RESPONSIBILITIES**

The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for Human Resource Specialist as Exhibit A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of Human Resource Specialist in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School District and shall work cooperatively with all members of the staff in providing leadership and assistance in the areas described in the Human Resource Specialist job description.

**4. EVALUATION:**

- a. As used in this Agreement, the terms “evaluate” and “evaluation” shall mean the ongoing process of defining goals and expectations related to the EMPLOYEE’s performance of the job as described in Section 3 above and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the EMPLOYEE’s job performance, and (ii) providing a record of facts and assessments to gauge total



job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.

- b. The Superintendent, or designee, shall evaluate the EMPLOYEE's job performance from time to time and at least annually.
- c. The evaluation of the EMPLOYEE shall be rendered in a fair and constructive manner. All direct monitoring or observation of the job performance shall be openly conducted with the full knowledge of the EMPLOYEE. It is understood and agreed that direct monitoring and observation are only part of the overall evaluation process.
- d. The EMPLOYEE shall be given a copy of the formal evaluation and shall be afforded an opportunity to submit a written response to the contents thereof. If the evaluation of the EMPLOYEE's job performance indicates that improvement is needed, a conference shall be held with the EMPLOYEE to discuss the evaluation and the Evaluator shall indicate, as far as practicable, specific recommendations for improvement.
- e. No material derogatory to the EMPLOYEE'S conduct, service, character or personality shall be placed in their personnel file unless the EMPLOYEE has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the EMPLOYEE'S initial employment. The EMPLOYEE will acknowledge that they have had an opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The EMPLOYEE shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- f. The evaluation procedure is designed to assess and improve the performance of employees. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71 and elsewhere in this Agreement.

## **5. WORK WEEK / WORK YEAR & BENEFITS**

- a. **School Year:** It is expected that the Employee will work Monday – Friday from 8:00 AM – 4:30 PM for the months of September through June when school is in session and during the two weeks immediately before and after the school year; work hour start and end times may be adjusted with prior approval of the Superintendent.
- b. **Summer Hours:** During the months of July and August (excluding the two weeks immediately before and after the school year), the Employee may work an abbreviated summer schedule of Monday – Friday from 8:30 AM – 2:30 PM provided all work is completed and deadlines continue to be met; work hour start and end times may be adjusted with prior approval of the Superintendent
- c. **Employee Leave:**
  - i. **Vacation:** The Human Resource Specialist shall be entitled to vacation leave benefits as outlined in District Policy GDD – Support Staff Vacations & Holidays. The Human Resource Specialist shall be allowed to roll up to five (5)

days of unused vacation time at the end of each contract year with prior approval from the Superintendent.

- ii. Holidays – The Employee shall receive the following thirteen (13) paid holidays each year: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, and Memorial Day.
- iii. Sick Leave – The Employee Shall receive fifteen (15) paid sick leave days per fiscal year and may accrue up to a total of 180 sick leave days. Ten (10) days of sick leave per fiscal year may be used to render necessary care or comfort to an ill member of the Employee's "immediate family" where "immediate family" shall include the Employee and spouse or domestic partner, and the parents, children, siblings of the Employee and of his/her spouse or domestic partner, or other members of the Employee's immediate household.
- iv. Other Leave – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members.

## **6. TECHNOLOGY RESOURCES**

The District shall provide the Human Resource Specialist with a desktop and/or laptop computer/tablet (or comparable) and related equipment, Internet Service and equipment maintenance through the term of this agreement at District expense. The equipment provided under this Section shall be considered the property of the District and is provided to the Human Resource Specialist for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all District issued equipment, accessories and software shall be immediately returned to the District.

## **7. GROUP HEALTH & LIFE INSURANCE**

The Human Resource Specialist shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees. The Human Resource Specialist shall be entitled to enroll and participate in a Short Term/Long Term Disability Insurance program through an insurance plan offered by the Mount Greylock Regional School District at the same participation rate and amounts offered to all other non-unionized employees.

## **8. TERMINATION OF THE EMPLOYMENT AGREEMENT**

- a. The Employee shall have the right to terminate this Agreement prior to its expiration upon at least thirty (30) calendar day's prior written notice to the Superintendent.
- b. The Superintendent may dismiss, demote or suspend the Employee at any time for cause ("cause" shall mean grounds put forth by the Superintendent which are not arbitrary, capricious, unreasonable, in bad faith, or irrelevant to the sound operation of the school system). Prior to any termination for cause, the Employer shall provide Employee with written notice of the reason(s), charge(s), and the grounds on which such reason, reasons, charge, charges is based.
- c. In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed. Upon the expiration or earlier termination of this Agreement, the Employee shall return to the Employer all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.
- d. If the Employee is absent from work on account of a disability for more than one hundred and eighty (180) days, the Employer shall have the option of terminating their employment and this Employment Agreement. If the Employer exercises their option to

terminate the Human Resource Specialist's employment and this Employment Agreement, the Human Resource Specialist shall not be entitled to receive any salary payments and benefits payable after the effective date of such termination.

- e. The Superintendent may, at their sole discretion, terminate this contract at any time upon serving a ninety (90) days' written notice in the event of a reorganization or restructuring of duties associated with the Human Resource Specialist position.

## **9. INDEMNIFICATION**

- a. In accordance with and to the extent provided by M. G. L. Chapter 258, Section 9, the Mount Greylock Regional School District agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement by the reason of alleged negligence or other conduct resulting in the bodily or other injury to any person or damage to property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Mount Greylock Regional School District. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 8 of this Agreement.
- b. As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Mount Greylock Regional School Committee.
- c. This section shall survive the termination of this Employment Agreement.

## **10. AMENDMENTS AND WAIVERS**

This Agreement may not be amended or modified, except by a writing executed by the parties hereto. No extension of time for or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting each extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

## **11. ASSIGNMENT**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Employer.

## **12. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the HR Specialist or to the Superintendent.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating thereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

#### 14. SEVERABILITY

If any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is overly broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### 15. COMPLIANCE/CONTROLLING LAW

The EMPLOYEE shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District policies, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 6<sup>th</sup> day of July, 2020.

Mount Greylock Regional School District  
As EMPLOYER

By: Andrea Wadsworth  
Andrea Wadsworth  
Acting Superintendent

As EMPLOYEE

Jonathan Nopper  
Jonathan Nopper

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND SUSAN GIGLIOTTI**

**ASSISTANT TO PUPIL SERVICES**

**July 1, 2020 through June 30, 2023**

This Employment Agreement (hereinafter referred to as “this Agreement” or “this Employment Agreement”) is made between the Mount Greylock Regional School District and Susan Gigliotti (hereinafter referred to as “Employee”). This Employment Agreement shall be effective as of July 1, 2020. For mutual consideration expressed herein, the parties agree as follows:

**1. TERM OF AGREEMENT:**

The District does hereby employ the Employee and the Employee does accept such employment for the period of July 1, 2020 to June 30, 2023. At all times, the Employee shall to the best of her abilities perform the duties of the Assistant to Pupil Services position for the District as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to the Employee by the Superintendent of Schools.

**2. COMPENSATION:**

In consideration of the salary for each year of this Employment Agreement, the Employee agrees to perform faithfully the duties of the Assistant to Pupil Services. The Employee’s salary shall be \$67,500 for the first year of this Agreement. For the second and third year of this agreement, the Employee’s salary will be negotiated.

**3. DUTIES & RESPONSIBILITIES**

The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for Assistant to Pupil Services as Exhibit A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of ASSISTANT TO PUPIL SERVICES in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School District and shall work cooperatively with all members of the staff in providing leadership and assistance in the areas described in the ASSISTANT TO PUPIL SERVICES job description.

**4. EVALUATION:**

- a. As used in this Agreement, the terms “evaluate” and “evaluation” shall mean the ongoing process of defining goals and expectations related to the EMPLOYEE’s performance of the job as described in Section 3 above and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the EMPLOYEE’s job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.

- b. The Superintendent, or designee, shall evaluate the EMPLOYEE's job performance from time to time and at least annually.
- c. The evaluation of the EMPLOYEE shall be rendered in a fair and constructive manner. All direct monitoring or observation of the job performance shall be openly conducted with the full knowledge of the EMPLOYEE. It is understood and agreed that direct monitoring and observation are only part of the overall evaluation process.
- d. The EMPLOYEE shall be given a copy of the formal evaluation and shall be afforded an opportunity to submit a written response to the contents thereof. If the evaluation of the EMPLOYEE's job performance indicates that improvement is needed, a conference shall be held with the EMPLOYEE to discuss the evaluation and the Evaluator shall indicate, as far as practicable, specific recommendations for improvement.
- e. No material derogatory to the EMPLOYEE'S conduct, service, character or personality shall be placed in her personnel file unless the EMPLOYEE has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the EMPLOYEE'S initial employment. The EMPLOYEE will acknowledge that he has had an opportunity to review such material by affixing her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The EMPLOYEE shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- f. The evaluation procedure is designed to assess and improve the performance of employees. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71 and elsewhere in this Agreement.

## **5. WORK WEEK / WORK YEAR & BENEFITS**

- a. **School Year:** It is expected that the Employee will work Monday – Friday from 8:00 AM – 4:30 PM for the months of September through June when school is in session and during the two weeks immediately before and after the school year.
- b. **Summer Hours:** During the months of July and August (excluding the two weeks immediately before and after the school year), the Employee may work an abbreviated summer schedule of Monday – Friday from 9:00 AM – 2:00 PM provided all work is completed and deadlines continue to be met.
- c. **Employee Leave:**
  - i. **Vacation:** The Employee will be entitled to a total of twenty-five (25) days of vacation per contract year. Vacation will be credited on the first day of the contract year and may be used on that basis. The Employee shall be allowed to roll up to five (5) days of unused vacation time at the end of each contract year with prior approval from the Superintendent.
  - ii. **Holidays –** The Employee shall receive the following thirteen (13) paid holidays each year: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day,

New Year's Day, Dr. Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, and Memorial Day.

- iii. Sick Leave – The Employee Shall receive fifteen (15) paid sick leave days per fiscal year and may accrue up to a total of 180 sick leave days. Ten (10) days of sick leave per fiscal year may be used to render necessary care or comfort to an ill member of the Employee's "immediate family" where "immediate family" shall include the Employee and spouse or domestic partner, and the parents, children, siblings of the Employee and of his/her spouse or domestic partner, or other members of the Employee's immediate household.
- iv. Other Leave – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members. Any unused personal days can be rolled into the balance of the Employee's sick leave at the conclusion of each fiscal year.

## **6. TECHNOLOGY RESOURCES**

The District shall provide the Employee with a desktop and/or laptop computer/tablet (or comparable) and related equipment, Internet Service and equipment maintenance through the term of this agreement at District expense. The equipment provided under this Section shall be considered the property of the District and is provided to the Employee for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all District issued equipment, accessories and software shall be immediately returned to the District.

## **7. GROUP HEALTH & LIFE INSURANCE**

The Employee shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees. The Employee shall be entitled to enroll and participate in a Short Term/Long Term Disability Insurance program through an insurance plan offered by the Mount Greylock Regional School District at the same participation rate and amounts offered to all other non-unionized employees.

## **8. TERMINATION OF THE EMPLOYMENT AGREEMENT**

- a. The Employee shall have the right to terminate this Agreement prior to its expiration upon at least thirty (30) calendar day's prior written notice to the Superintendent.
- b. The Superintendent may dismiss, demote or suspend the Employee at any time for cause ("cause" shall mean grounds put forth by the Superintendent which are not arbitrary, capricious, unreasonable, in bad faith, or irrelevant to the sound operation of the school system). Prior to any termination for cause, the Employer shall provide Employee with written notice of the reason(s), charge(s), and the grounds on which such reason, reasons, charge, charges is based.
- c. In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed. Upon the expiration or earlier termination of this Agreement, the Employee shall return to the Employer all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.
- d. If the Employee is absent from work on account of a disability for more than one hundred and eighty (180) days, the Employer shall have the option of terminating his employment and this Employment Agreement. If the Employer exercises their option to terminate the Employee's employment and this Employment Agreement, the Employee shall not be entitled to receive any salary payments and benefits payable after the effective date of such termination.

- e. The Superintendent may, at her sole discretion, terminate this contract at any time upon serving a ninety (90) days' written notice in the event of a reorganization or restructuring of duties associated with the Assistant to Pupil Services position.

## **9. INDEMNIFICATION**

- a. In accordance with and to the extent provided by M. G. L. Chapter 258, Section 9, the Mount Greylock Regional School District agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement by the reason of alleged negligence or other conduct resulting in the bodily or other injury to any person or damage to property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Mount Greylock Regional School District. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 8 of this Agreement.
- b. As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Mount Greylock Regional School Committee.
- c. This section shall survive the termination of this Employment Agreement.

## **10. AMENDMENTS AND WAIVERS**

This Agreement may not be amended or modified, except by a writing executed by the parties hereto. No extension of time for or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting each extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

## **11. ASSIGNMENT**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Employer.

## **12. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to her residence in the case of the Employee or to the Superintendent.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating thereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.



#### 14. SEVERABILITY

If any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is overly broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### 15. COMPLIANCE/CONTROLLING LAW

The EMPLOYEE shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District policies, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 16 day of July, 2019.

Mount Greylock Regional School District  
As EMPLOYER

By: \_\_\_\_\_

Kimberley A. Grady  
Superintendent

As EMPLOYEE

Susan Gigliotti

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND Stacie Vigiard**

**District Office Manager**

**July 1, 2020 through June 30, 2023**

This Employment Agreement (hereinafter referred to as “this Agreement” or “this Employment Agreement”) is made between the Mount Greylock Regional School District and Stacie Vigiard (hereinafter referred to as “Employee” or “District Office Manager”). For mutual consideration expressed herein, the parties agree as follows:

**1. TERM OF AGREEMENT:**

The District does hereby employ the District Office Manager and the District Office Manager does accept such employment for the period of July 1, 2020 through June 30, 2023. At all times, the Employee shall to the best of their abilities perform the duties of District Office Manager for the District as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to the Employee by the Superintendent of Schools.

**2. COMPENSATION:**

In consideration of the salary for each year of this Employment Agreement, the Employee agrees to perform faithfully the duties of the District Office Manager. The District Office Manager’s salary shall be:

FY21: \$55,000.00

FY22: \$56,100.00

FY23: \$57,222.00

**3. DUTIES & RESPONSIBILITIES**

The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for District Office Manager as Exhibit A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of District Office Manager in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School District and shall work cooperatively with all members of the staff in providing leadership and assistance in the areas described in the District Office Manager job description.

**4. EVALUATION:**

- a. As used in this Agreement, the terms “evaluate” and “evaluation” shall mean the ongoing process of defining goals and expectations related to the EMPLOYEE’s performance of the job as described in Section 3 above and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the EMPLOYEE’s job performance, and (ii) providing a record of facts and assessments to gauge total

- job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.
- b. The Superintendent, or designee, shall evaluate the EMPLOYEE's job performance from time to time and at least annually.
  - c. The evaluation of the EMPLOYEE shall be rendered in a fair and constructive manner. All direct monitoring or observation of the job performance shall be openly conducted with the full knowledge of the EMPLOYEE. It is understood and agreed that direct monitoring and observation are only part of the overall evaluation process.
  - d. The EMPLOYEE shall be given a copy of the formal evaluation and shall be afforded an opportunity to submit a written response to the contents thereof. If the evaluation of the EMPLOYEE's job performance indicates that improvement is needed, a conference shall be held with the EMPLOYEE to discuss the evaluation and the Evaluator shall indicate, as far as practicable, specific recommendations for improvement.
  - e. No material derogatory to the EMPLOYEE'S conduct, service, character or personality shall be placed in their personnel file unless the EMPLOYEE has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the EMPLOYEE'S initial employment. The EMPLOYEE will acknowledge that they have had an opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The EMPLOYEE shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
  - f. The evaluation procedure is designed to assess and improve the performance of employees. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71 and elsewhere in this Agreement.

## **5. WORK WEEK / WORK YEAR & BENEFITS**

- a. **School Year:** It is expected that the Employee will work Monday – Friday from 8:00 AM – 4:30 PM for the months of September through June when school is in session and during the two weeks immediately before and after the school year; work hour start and end times may be adjusted with prior approval of the Superintendent.
- b. **Summer Hours:** During the months of July and August (excluding the two weeks immediately before and after the school year), the Employee may work an abbreviated summer schedule of Monday – Friday from 8:30 AM – 2:30 PM provided all work is completed and deadlines continue to be met; work hour start and end times may be adjusted with prior approval of the Superintendent
- c. **Employee Leave:**
  - i. **Vacation:** The District Office Manager shall be entitled to vacation leave benefits as outlined in District Policy GDD – Support Staff Vacations & Holidays. The District Office Manager shall be allowed to roll up to five (5)

days of unused vacation time at the end of each contract year with prior approval from the Superintendent.

- ii. Holidays – The Employee shall receive the following thirteen (13) paid holidays each year: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, and Memorial Day.
- iii. Sick Leave – The Employee Shall receive fifteen (15) paid sick leave days per fiscal year and may accrue up to a total of 180 sick leave days. Ten (10) days of sick leave per fiscal year may be used to render necessary care or comfort to an ill member of the Employee's "immediate family" where "immediate family" shall include the Employee and spouse or domestic partner, and the parents, children, siblings of the Employee and of his/her spouse or domestic partner, or other members of the Employee's immediate household.
- iv. Other Leave – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members.

## **6. TECHNOLOGY RESOURCES**

The District shall provide the District Office Manager with a desktop and/or laptop computer/tablet (or comparable) and related equipment, Internet Service and equipment maintenance through the term of this agreement at District expense. The equipment provided under this Section shall be considered the property of the District and is provided to the District Office Manager for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all District issued equipment, accessories and software shall be immediately returned to the District.

## **7. GROUP HEALTH & LIFE INSURANCE**

The District Office Manager shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees. The District Office Manager shall be entitled to enroll and participate in a Short Term/Long Term Disability Insurance program through an insurance plan offered by the Mount Greylock Regional School District at the same participation rate and amounts offered to all other non-unionized employees.

## **8. TERMINATION OF THE EMPLOYMENT AGREEMENT**

- a. The Employee shall have the right to terminate this Agreement prior to its expiration upon at least thirty (30) calendar day's prior written notice to the Superintendent.
- b. The Superintendent may dismiss, demote or suspend the Employee at any time for cause ("cause" shall mean grounds put forth by the Superintendent which are not arbitrary, capricious, unreasonable, in bad faith, or irrelevant to the sound operation of the school system). Prior to any termination for cause, the Employer shall provide Employee with written notice of the reason(s), charge(s), and the grounds on which such reason, reasons, charge, charges is based.
- c. In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed. Upon the expiration or earlier termination of this Agreement, the Employee shall return to the Employer all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.
- d. If the Employee is absent from work on account of a disability for more than one hundred and eighty (180) days, the Employer shall have the option of terminating their employment and this Employment Agreement. If the Employer exercises their option to

terminate the District Office Manager's employment and this Employment Agreement, the District Office Manager shall not be entitled to receive any salary payments and benefits payable after the effective date of such termination.

- e. The Superintendent may, at their sole discretion, terminate this contract at any time upon serving a ninety (90) days' written notice in the event of a reorganization or restructuring of duties associated with the District Office Manager position.

## **9. INDEMNIFICATION**

- a. In accordance with and to the extent provided by M. G. L. Chapter 258, Section 9, the Mount Greylock Regional School District agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement by the reason of alleged negligence or other conduct resulting in the bodily or other injury to any person or damage to property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Mount Greylock Regional School District. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 8 of this Agreement.
- b. As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Mount Greylock Regional School Committee.
- c. This section shall survive the termination of this Employment Agreement.

## **10. AMENDMENTS AND WAIVERS**

This Agreement may not be amended or modified, except by a writing executed by the parties hereto. No extension of time for or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting each extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

## **11. ASSIGNMENT**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Employer.

## **12. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the HR Specialist or to the Superintendent.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating thereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

#### 14. SEVERABILITY

If any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is overly broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### 15. COMPLIANCE/CONTROLLING LAW

The EMPLOYEE shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District policies, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 6th day of July, 2020.

Mount Greylock Regional School District  
As EMPLOYER

As EMPLOYEE

By:



Andrea Wadsworth  
Acting Superintendent



Stacie Vigiard

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND Brenda Rondeau**

**Financial Assistant**

**July 1, 2020 through June 30, 2023**

This Employment Agreement (hereinafter referred to as "this Agreement" or "this Employment Agreement") is made between the Mount Greylock Regional School District and Brenda Rondeau (hereinafter referred to as "Employee" or "Financial Assistant"). For mutual consideration expressed herein, the parties agree as follows:

**1. TERM OF AGREEMENT:**

The District does hereby employ the Financial Assistant and the Financial Assistant does accept such employment for the period of July 1, 2020 through June 30, 2023. At all times, the Employee shall to the best of their abilities perform the duties of Financial Assistant for the District as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to the Employee by the Superintendent of Schools.

**2. COMPENSATION:**

In consideration of the salary for each year of this Employment Agreement, the Employee agrees to perform faithfully the duties of the Financial Assistant. The Financial Assistant's salary shall be:

FY21: \$60,945.10

FY22: \$62,621.09

FY23: \$64,186.62

**3. DUTIES & RESPONSIBILITIES**

The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for Financial Assistant as Exhibit A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of Financial Assistant in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School District and shall work cooperatively with all members of the staff in providing leadership and assistance in the areas described in the Financial Assistant job description.

**4. EVALUATION:**

- a. As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the EMPLOYEE's performance of the job as described in Section 3 above and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the EMPLOYEE's job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.

- b. The Superintendent, or designee, shall evaluate the EMPLOYEE's job performance from time to time and at least annually.
- c. The evaluation of the EMPLOYEE shall be rendered in a fair and constructive manner. All direct monitoring or observation of the job performance shall be openly conducted with the full knowledge of the EMPLOYEE. It is understood and agreed that direct monitoring and observation are only part of the overall evaluation process.
- d. The EMPLOYEE shall be given a copy of the formal evaluation and shall be afforded an opportunity to submit a written response to the contents thereof. If the evaluation of the EMPLOYEE's job performance indicates that improvement is needed, a conference shall be held with the EMPLOYEE to discuss the evaluation and the Evaluator shall indicate, as far as practicable, specific recommendations for improvement.
- e. No material derogatory to the EMPLOYEE'S conduct, service, character or personality shall be placed in their personnel file unless the EMPLOYEE has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the EMPLOYEE'S initial employment. The EMPLOYEE will acknowledge that they have had an opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The EMPLOYEE shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- f. The evaluation procedure is designed to assess and improve the performance of employees. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71 and elsewhere in this Agreement.

## 5. WORK WEEK / WORK YEAR & BENEFITS

- a. **School Year:** It is expected that the Employee will work Monday – Friday from 8:00 AM – 4:30 PM for the months of September through June when school is in session and during the two weeks immediately before and after the school year; work hour start and end times may be adjusted with prior approval of the Superintendent.
- b. **Summer Hours:** During the months of July and August (excluding the two weeks immediately before and after the school year), the Employee may work an abbreviated summer schedule of Monday – Friday from 8:30 AM – 2:30 PM provided all work is completed and deadlines continue to be met; work hour start and end times may be adjusted with prior approval of the Superintendent
- c. **Employee Leave:**
  - i. **Vacation:** The Financial Assistant shall be entitled to vacation leave benefits as outlined in District Policy GDD – Support Staff Vacations & Holidays. The Financial Assistant shall be allowed to roll up to five (5) days of unused vacation time at the end of each contract year with prior approval from the Superintendent.
  - ii. **Holidays –** The Employee shall receive the following thirteen (13) paid holidays each year: Independence Day, Labor Day, Columbus Day, Veterans' Day,



Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, and Memorial Day.

- iii. Sick Leave – The Employee Shall receive fifteen (15) paid sick leave days per fiscal year and may accrue up to a total of 180 sick leave days. Ten (10) days of sick leave per fiscal year may be used to render necessary care or comfort to an ill member of the Employee's "immediate family" where "immediate family" shall include the Employee and spouse or domestic partner, and the parents, children, siblings of the Employee and of his/her spouse of domestic partner, or other members of the Employee's immediate household.
- iv. Other Leave – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members.

## **6. TECHNOLOGY RESOURCES**

The District shall provide the Financial Assistant with a desktop and/or laptop computer/tablet (or comparable) and related equipment, Internet Service and equipment maintenance through the term of this agreement at District expense. The equipment provided under this Section shall be considered the property of the District and is provided to the Financial Assistant for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all District issued equipment, accessories and software shall be immediately returned to the District.

## **7. GROUP HEALTH & LIFE INSURANCE**

The Financial Assistant shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees. The Financial Assistant shall be entitled to enroll and participate in a Short Term/Long Term Disability Insurance program through an insurance plan offered by the Mount Greylock Regional School District at the same participation rate and amounts offered to all other non-unionized employees.

## **8. TERMINATION OF THE EMPLOYMENT AGREEMENT**

- a. The Employee shall have the right to terminate this Agreement prior to its expiration upon at least thirty (30) calendar day's prior written notice to the Superintendent.
- b. The Superintendent may dismiss, demote or suspend the Employee at any time for cause ("cause" shall mean grounds put forth by the Superintendent which are not arbitrary, capricious, unreasonable, in bad faith, or irrelevant to the sound operation of the school system). Prior to any termination for cause, the Employer shall provide Employee with written notice of the reason(s), charge(s), and the grounds on which such reason, reasons, charge, charges is based.
- c. In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed. Upon the expiration or earlier termination of this Agreement, the Employee shall return to the Employer all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.
- d. If the Employee is absent from work on account of a disability for more than one hundred and eighty (180) days, the Employer shall have the option of terminating their employment and this Employment Agreement. If the Employer exercises their option to terminate the Financial Assistant's employment and this Employment Agreement, the Financial Assistant shall not be entitled to receive any salary payments and benefits payable after the effective date of such termination.

- e. The Superintendent may, at their sole discretion, terminate this contract at any time upon serving a ninety (90) days' written notice in the event of a reorganization or restructuring of duties associated with the Financial Assistant position.

#### **9. INDEMNIFICATION**

- a. In accordance with and to the extent provided by M. G. L. Chapter 258, Section 9, the Mount Greylock Regional School District agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement by the reason of alleged negligence or other conduct resulting in the bodily or other injury to any person or damage to property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Mount Greylock Regional School District. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 8 of this Agreement.
- b. As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Mount Greylock Regional School Committee.
- c. This section shall survive the termination of this Employment Agreement.

#### **10. AMENDMENTS AND WAIVERS**

This Agreement may not be amended or modified, except by a writing executed by the parties hereto. No extension of time for or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting each extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

#### **11. ASSIGNMENT**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Employer.

#### **12. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the HR Specialist or to the Superintendent.

#### **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating thereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

#### 14. SEVERABILITY

If any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is overly broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### 15. COMPLIANCE/CONTROLLING LAW

The EMPLOYEE shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District policies, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 6 day of July, 2020.

Mount Greylock Regional School District  
As EMPLOYER

By:



Andrea Wadsworth  
Acting Superintendent

As EMPLOYEE



Brenda Rondeau

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
AND Reena Sharma**

**Financial Assistant**

**July 1, 2020 through June 30, 2023**

This Employment Agreement (hereinafter referred to as "this Agreement" or "this Employment Agreement") is made between the Mount Greylock Regional School District and Reena Sharma (hereinafter referred to as "Employee" or "Financial Assistant"). For mutual consideration expressed herein, the parties agree as follows:

**1. TERM OF AGREEMENT:**

The District does hereby employ the Financial Assistant and the Financial Assistant does accept such employment for the period of July 1, 2020 through June 30, 2023. At all times, the Employee shall to the best of their abilities perform the duties of Financial Assistant for the District as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to the Employee by the Superintendent of Schools.

**2. COMPENSATION:**

In consideration of the salary for each year of this Employment Agreement, the Employee agrees to perform faithfully the duties of the Financial Assistant. The Financial Assistant's salary shall be:

FY21: \$52,004.70  
FY22: \$53,434.83  
FY23: \$54,770.70

**3. DUTIES & RESPONSIBILITIES**

The Employee shall be responsible for, and shall faithfully and effectively perform the duties as described more fully in the job description for Financial Assistant as Exhibit A and incorporated herein by this reference. The Employer may in its discretion, from time to time, amend said job description and each such amendment shall be included herein and applicable to the Employee as of the effective date thereof; provided, however, that all duties and responsibilities prescribed by the Employer in any such amendment shall be consistent with those normally associated with the position of Financial Assistant in the Commonwealth of Massachusetts. The Employee shall report directly to the Superintendent for the Mount Greylock Regional School District and shall work cooperatively with all members of the staff in providing leadership and assistance in the areas described in the Financial Assistant job description.

**4. EVALUATION:**

- a. As used in this Agreement, the terms "evaluate" and "evaluation" shall mean the ongoing process of defining goals and expectations related to the EMPLOYEE's performance of the job as described in Section 3 above and of identifying, gathering and using information as part of a process which has the purposes of (i) providing information for improving the EMPLOYEE's job performance, and (ii) providing a record of facts and assessments to gauge total job effectiveness and to inform and guide personnel decisions. The evaluation process shall be conducted in compliance with all applicable laws.

- b. The Superintendent, or designee, shall evaluate the EMPLOYEE's job performance from time to time and at least annually.
- c. The evaluation of the EMPLOYEE shall be rendered in a fair and constructive manner. All direct monitoring or observation of the job performance shall be openly conducted with the full knowledge of the EMPLOYEE. It is understood and agreed that direct monitoring and observation are only part of the overall evaluation process.
- d. The EMPLOYEE shall be given a copy of the formal evaluation and shall be afforded an opportunity to submit a written response to the contents thereof. If the evaluation of the EMPLOYEE's job performance indicates that improvement is needed, a conference shall be held with the EMPLOYEE to discuss the evaluation and the Evaluator shall indicate, as far as practicable, specific recommendations for improvement.
- e. No material derogatory to the EMPLOYEE'S conduct, service, character or personality shall be placed in their personnel file unless the EMPLOYEE has had an opportunity to review such material. Excluded from the foregoing sentence is all material such as confidential references received prior to the EMPLOYEE'S initial employment. The EMPLOYEE will acknowledge that they have had an opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The EMPLOYEE shall also have the right to submit a written response to such material and that response shall be reviewed by the Superintendent and attached to the file copy.
- f. The evaluation procedure is designed to assess and improve the performance of employees. Accordingly, it is understood and agreed that alleged circumstances of inappropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under MGL Chapter 71 and elsewhere in this Agreement.

## 5. WORK WEEK / WORK YEAR & BENEFITS

- a. **School Year:** It is expected that the Employee will work Monday – Friday from 8:00 AM – 4:30 PM for the months of September through June when school is in session and during the two weeks immediately before and after the school year; work hour start and end times may be adjusted with prior approval of the Superintendent.
- b. **Summer Hours:** During the months of July and August (excluding the two weeks immediately before and after the school year), the Employee may work an abbreviated summer schedule of Monday – Friday from 8:30 AM – 2:30 PM provided all work is completed and deadlines continue to be met; work hour start and end times may be adjusted with prior approval of the Superintendent
- c. **Employee Leave:**
  - i. Vacation: The Financial Assistant shall be entitled to vacation leave benefits as outlined in District Policy GDD – Support Staff Vacations & Holidays. The Financial Assistant shall be allowed to roll up to five (5) days of unused vacation time at the end of each contract year with prior approval from the Superintendent.
  - ii. Holidays – The Employee shall receive the following thirteen (13) paid holidays each year: Independence Day, Labor Day, Columbus Day, Veterans' Day,

Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, and Memorial Day.

- iii. Sick Leave – The Employee Shall receive fifteen (15) paid sick leave days per fiscal year and may accrue up to a total of 180 sick leave days. Ten (10) days of sick leave per fiscal year may be used to render necessary care or comfort to an ill member of the Employee's "immediate family" where "immediate family" shall include the Employee and spouse or domestic partner, and the parents, children, siblings of the Employee and of his/her spouse or domestic partner, or other members of the Employee's immediate household.
- iv. Other Leave – The Employee shall receive three (3) personal days, up to five (5) bereavement days for immediate family members.

## **6. TECHNOLOGY RESOURCES**

The District shall provide the Financial Assistant with a desktop and/or laptop computer/tablet (or comparable) and related equipment, Internet Service and equipment maintenance through the term of this agreement at District expense. The equipment provided under this Section shall be considered the property of the District and is provided to the Financial Assistant for District purposes. Their use shall be subject to the District's policies applicable to such equipment. Upon termination of this Agreement or upon its expiration, all District issued equipment, accessories and software shall be immediately returned to the District.

## **7. GROUP HEALTH & LIFE INSURANCE**

The Financial Assistant shall be entitled to participate in the group health insurance and life insurance plans offered by Mount Greylock Regional School District at the same participation rate and amounts that are offered to all other non-unionized employees. The Financial Assistant shall be entitled to enroll and participate in a Short Term/Long Term Disability Insurance program through an insurance plan offered by the Mount Greylock Regional School District at the same participation rate and amounts offered to all other non-unionized employees.

## **8. TERMINATION OF THE EMPLOYMENT AGREEMENT**

- a. The Employee shall have the right to terminate this Agreement prior to its expiration upon at least thirty (30) calendar day's prior written notice to the Superintendent.
- b. The Superintendent may dismiss, demote or suspend the Employee at any time for cause ("cause" shall mean grounds put forth by the Superintendent which are not arbitrary, capricious, unreasonable, in bad faith, or irrelevant to the sound operation of the school system). Prior to any termination for cause, the Employer shall provide Employee with written notice of the reason(s), charge(s), and the grounds on which such reason, reasons, charge, charges is based.
- c. In the event of termination as provided herein, the Employer's only obligation to the Employee shall be payment for services performed. Upon the expiration or earlier termination of this Agreement, the Employee shall return to the Employer all information, records, computer data, equipment, and files used or created by the Employee in the performance of this Agreement.
- d. If the Employee is absent from work on account of a disability for more than one hundred and eighty (180) days, the Employer shall have the option of terminating their employment and this Employment Agreement. If the Employer exercises their option to terminate the Financial Assistant's employment and this Employment Agreement, the Financial Assistant shall not be entitled to receive any salary payments and benefits payable after the effective date of such termination.

- e. The Superintendent may, at their sole discretion, terminate this contract at any time upon serving a ninety (90) days' written notice in the event of a reorganization or restructuring of duties associated with the Financial Assistant position.

## **9. INDEMNIFICATION**

- a. In accordance with and to the extent provided by M. G. L. Chapter 258, Section 9, the Mount Greylock Regional School District agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgement by the reason of alleged negligence or other conduct resulting in the bodily or other injury to any person or damage to property of any person committed while the Employee is acting within the scope of his employment or under the direction of the Mount Greylock Regional School District. The parties understand and agree that this indemnification provision shall not apply to actions by the Employer to suspend and/or terminate the Employee in accordance with Section 8 of this Agreement.
- b. As a condition of receiving such indemnification, the Employee shall, within five (5) calendar days of the time he is personally served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Mount Greylock Regional School Committee.
- c. This section shall survive the termination of this Employment Agreement.

## **10. AMENDMENTS AND WAIVERS**

This Agreement may not be amended or modified, except by a writing executed by the parties hereto. No extension of time for or waiver of the performance of, any obligation of any party hereto shall be effective unless it is made in a writing signed by the party granting each extension or waiver. Unless it specifically states otherwise, no waiver shall constitute or be construed as a waiver of any subsequent breach or non-performance.

## **11. ASSIGNMENT**

The obligations of the Employee under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Employer.

## **12. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered by certified mail to his residence in the case of the HR Specialist or to the Superintendent.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between them relating thereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

#### 14. SEVERABILITY

If any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is overly broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### 15. COMPLIANCE/CONTROLLING LAW

The EMPLOYEE shall comply with all applicable federal, state and local laws, regulations and ordinances in providing the Initial Scope of Services as well as all Mount Greylock Regional School District policies, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Employment Agreement to be subscribed in duplicate on this 7 day of July, 2020.


Mount Greylock Regional School District  
As EMPLOYER

As EMPLOYEE

By: \_\_\_\_\_



Andrea Wadsworth  
Acting Superintendent



Reena Sharma



## MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT

### Job Description

**JOB TITLE:** *Remote Learning Coordinator*

**REPORTS TO:** Superintendent

#### QUALIFICATIONS:

- a. MA Degree
- b. Minimum of three years' experience in a district instructional technology leadership position.
- c. Extensive knowledge of technology uses in educational and instructional settings.
- d. Demonstrated knowledge in program evaluation and aligning DLCS Standards to MA Curriculum Frameworks.

#### REPORTS TO:

Superintendent of Schools

#### POSITION SUMMARY:

Under the supervision of the Superintendent of Schools, the Remote Learning Coordinator is responsible for the development and implementation of the District's remote learning plan. The Remote Learning Coordinator works with faculty and staff to ensure continuity of instruction and equitable access by providing student and faculty support services in the areas of instructional design & technology.

#### ESSENTIAL JOB FUNCTIONS:

- Ensures compliance with licensing and copyright laws and regulations.
- Coordinates and implements instructional design projects from inception to completion.
- Knowledgeable of all relevant federal and state statutes, policies, regulations and contractual agreements associated with instructional technology
- Determine the fiscal needs of the MGRSD remote learning plan, and make appropriate recommendations for approval to the School Business Administrator and Superintendent of Schools.
- Directs faculty development activities in the design and production of learning material in a variety of formats to support teaching and learning, and District information needs.
- Provides assistance to faculty in the selection of electronic delivery methods and effective uses of multimedia.
- Leads the planning, effective use, and equitable access to technology and media resources, which supports and enhances curriculum, teaching, and learning, PreK-12.
- Coordinates private, federal and state grants and projects for educational technology and library media programming.
- Research, implement, and sustain appropriate technology resources to support the district in the collection, managing, and sharing data, as well as overseeing effective and efficient data workflow.
- Provide technical assistance and resources required to support curriculum, instruction, assessment, and professional development.
- Participate regularly in District administrative team meetings, K-12 subject area curriculum committee meetings, and other committees designated by the Superintendent.
- Collaborates with principals in developing technology budgets, including instructional

materials and provisions for teaching and learning programs.

- In partnership with guidance department and curriculum leaders' research, recommend and implement a technology-based program of studies, coordination school-based and college courses, Virtual High School, MOOCs, and hybrid programs to provide students with a cohesive and relevant curricular and co-curricular program.
- Support classroom teachers and students by promoting appropriate instructional technology practices.
- Collaborate with and support teachers in delivering effective technology-rich instruction.
- Ensure the development and implementation of internet safety practices and active engagement with families to build awareness about the safe and responsible use of technology
- Manage the strategic use of technology in the school district, including but not limited to: the deployment of 1:1 mobile instructional technology initiative, utilization of Google Apps for education, the teacher online evaluation program and all online state testing requirements.

**COMPENSATION & BENEFITS:**

Compensation and benefits shall be subject to negotiations between the Superintendent (as an agent of the School Committee) and the Remote Learning Coordinator.

**PERFORMANCE EVALUATION:**

The Administrator shall be evaluated annually. Evaluation will be based up on the District's Administrator Evaluation process and the annual goals agreed upon by the Employee and the Superintendent.

*Superintendent's Office July 2020*

# The Commonwealth of Massachusetts

**William Francis Galvin**

Secretary of the Commonwealth

Records Management Unit – Massachusetts Archives at Columbia Point

220 Morrissey Blvd., Boston, Massachusetts 02125-3384

Email: [rmu@sec.state.ma.us](mailto:rmu@sec.state.ma.us)

Website: [www.sec.state.ma.us/arc/arcrmu/rmuidx.htm](http://www.sec.state.ma.us/arc/arcrmu/rmuidx.htm)

Phone: 617-727-2816 Fax: 617-288-8429

## FORM RMU-4 – RECORDS LIAISON OFFICER DESIGNATION

To the Records Management Unit:

Pursuant to M.G.L. ch. 66 § 6, \_\_\_\_\_ is hereby designated as Records  
*Print or Type Name*

Liaison Officer for \_\_\_\_\_  
*Municipal Entity (city, town, school committee, etc.)*

The Liaison Officer will work in consultation with the Records Management Unit to promote efficient records management practices.

The Liaison Officer is authorized to sign applications for Disposal Schedules and Permissions in my stead.

\_\_\_\_\_  
*Signature of Department Head or Authorized Agent* *Date*

\_\_\_\_\_  
*Records Liaison Officer*

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Copy Distribution:

1. Records Management Unit
2. Submitting Agency



*News from Commissioner Jeffrey C. Riley & the  
MA Department of Elementary and Secondary Education*

## On the Desktop - July 1, 2020

### Comprehensive Summer School Guidance

Dear Superintendents, Charter School Leaders, Leaders of Collaboratives, Executive Directors of Approved Special Education Schools, and Private School Leaders,

The attached Comprehensive Summer School Guidance supplements the [Initial Summer School Re-Opening Guidance](#) (*download*) and the [Guidance about Summer 2020 Special Education Services](#) (*download*), both released in June. In this document, you will find that the health and safety requirements described for summer largely adhere to the [Initial Fall School Reopening Guidance](#) (*download*) I released last week, with some exceptions. The guidelines found in our reopening guidance are well supported by the medical field, including the American Academy of Pediatrics which released similar [guidelines](#) last week.

I appreciate that you began planning for summer school based upon the Initial Summer School Guidance we released on June 4. The requirements described in both the initial and comprehensive summer documents are largely consistent with the requirements also being followed during this phase of reopening by other child and youth serving agencies, such as summer camps and childcare facilities. We are reopening Massachusetts together, in phases. It is important that services for children—whether summer camps or summer school—follow similar requirements because at times they both use the same facilities and are overseen by the same local boards of public health. Consistent practices over the summer in camps, schools, and childcare facilities will help continue to pave the path for our phased reopening approach.

Sincerely,

Jeffrey C. Riley  
Commissioner



# Comprehensive Summer School Guidance

**Jeffrey C. Riley**  
**Commissioner**

July 1, 2020



July 1, 2020

Dear Fellow Educators, School Administrators, Parents, and Community Members,

I am writing to provide you with our Comprehensive Summer School Guidance.

You will notice that the health and safety requirements described for summer largely adhere to the [Initial Fall Reopening Guidance](#) the Department of Elementary and Secondary Education released last week, with some exceptions. Our reopening approach is built on a thorough review of current medical and scientific literature and was developed after extensive consultation with infectious disease physicians and public health experts from the Massachusetts General Brigham Health System, the Massachusetts COVID-19 Command Center's Medical Advisory Board, and the Massachusetts Chapter of the American Academy of Pediatrics. Based on the current public health data and COVID-19 trends, the medical community supports Massachusetts students' return to in-person learning, with appropriate health and safety guidelines in place. In fact, on June 26 the American Academy of Pediatrics (AAP) released [guidance](#) for reopening schools that closely mirrors what we developed in Massachusetts: **"...the AAP strongly advocates that all policy considerations for the coming school year should start with a goal of having students physically present in school."**

You will also find, however, some key differences between the fall reopening guidance and the requirements for summer school in this document, relating to issues such as physical distancing and classroom capacity. It is important to keep in mind that districts and schools developed their plans for summer school based upon the Initial Summer School Guidance we released on June 4. Those requirements are largely consistent with the requirements also being followed during this phase of reopening by other child and youth serving agencies, such as summer camps and childcare facilities. We are reopening Massachusetts together, in phases. It is important that services for children—whether summer camps or summer school—follow similar guidelines and requirements because at times they both use the same facilities and are overseen by the same local boards of public health. Consistent practices over the summer in camps, schools, and childcare facilities will help continue to pave the path for our phased reopening approach.

I am grateful for all that you have done to make summer programming happen for our students.

Jeffrey C. Riley

Commissioner of Elementary and Secondary Education

## Introduction

To address challenges associated with COVID-19, the Department of Elementary and Secondary Education (DESE) released two memos in June to provide guidance on summer school services:

- Initial Guidance on Summer School, June 4, 2020 ([download](#))
- Guidance about Summer 2020 Special Education Services, June 7, 2020 ([download](#))

Those documents offered districts and schools introductory protocols to begin planning for summer programming, focusing on the necessary health and safety measures to mitigate the risk of transmission of COVID-19.

This Comprehensive Summer School Guidance document is intended to support districts and schools with their ongoing preparation and planning for summer school services. Following DESE's guidelines, districts and schools should make reasonable efforts to establish in-person summer services in order to meet the educational needs of students while adhering to health and safety standards. A district or school that cannot meet these standards in the short term should consider remote learning as an option until they are well-positioned to transition to in-person instruction. If a school or district determines that it is not possible to implement these guidelines at all during the summer, then remote learning will continue to be the most feasible option for providing summer services.

We commend districts and schools for the planning and hard work already underway, and appreciate your careful review of these comprehensive guidelines to further support the implementation of summer services.

**As described in the Initial Guidance on Summer School, the following student groups should be prioritized for instructional programs that will maximize student learning, including in-person instruction where possible:**

- **Students with disabilities**, particularly those who receive summer services as a provision of their Individualized Education Programs (IEPs) (See Guidance about Summer 2020 Special Education Services, June 7, 2020 ([download](#)) for more information.)
- **Students who have been off track or only intermittently engaged** prior to and/or during the period of school closures
- **Vulnerable students** who may be at risk socially or emotionally due to the school closures

Whether held in-person or remotely, summer programming presents an opportunity for schools to focus on (re)engaging and supporting students who would most benefit from additional time and attention. While it may be tempting to focus on remediation because of the disruption to academic learning this spring, summer programming can and should do more. **Educators can prioritize student mastery of the [prerequisite content standards](#), credit recovery, and deliver services as identified in student IEPs during summer programming – and also help prepare students for success in the fall by previewing and practicing upcoming content. Moreover, research on summer learning has [taught us](#) that students are most successful when schools incorporate regular enrichment, social-emotional learning (SEL), and opportunities to build relationships and community.**

DESE has released numerous guidance documents and resources on supporting students and their families during this period of reduced in-person instruction, all of which can be found on DESE's [COVID-19 web page](#). Districts and schools are encouraged to continue to use those resources when preparing for and implementing summer services, with a particular emphasis on determining how they will best support students with particular needs, such as students with disabilities and English learners.

## Considerations for In-Person Summer Programming

**The safety and well-being of students, families, educators, and staff has been and must continue to be our top priority as an educational community.**

Families,<sup>1</sup> in consultation with their medical providers, will ultimately make the decision as to whether their children will attend in-person summer instruction if available, or whether their children will continue with remote learning if they are eligible for summer services. Districts and schools should engage regularly and substantively with families in their primary language to ensure that they have accurate and up-to-date information to make informed decisions about whether an in-person return is best for their children.

Districts and schools should continue to engage students and families most impacted by school closures and use their perspectives to drive the planning and decision-making process throughout the implementation of summer services. Clear ongoing communication between schools and families prior to, during, and after the implementation of these guidelines, is of the utmost importance, including a mechanism for parent feedback at either the district or school level. Doing so will allow for any questions or concerns from the individual level to reach necessary administrators. Taking steps to involve the school community and encourage a culture of awareness, safety, and health will better serve students and families in the long run.

## Preparation and Program Planning for In-Person Summer Learning

The following section outlines important planning guidelines for districts and schools to implement when providing in-person summer instruction.

- ☐ **Designate COVID-19 response leader:** If you have not done so already, name a COVID-19 Response Leader for each school and for the district. The COVID-19 response leaders should coordinate with key district and school personnel on planning efforts over the summer and be a key part of the implementation as schools open.
- ☐ **Opening:** In-person summer learning may start no earlier than July 6th and can begin at any point later in the summer when the district or school is ready.
- ☐ **Instruction:** Provide instruction for up to 3-4 hours a day (with the exception of residential special education schools which can implement full-day instruction). Remote instruction can supplement in-person instruction.



- ❑ **Permissions:** Be sure summer school permission forms for each student (particularly for new students) include relevant medical information and comprehensive contact information to easily reach families in case of concerns. Review medical information submitted by parents and reach out to parents of high-risk children to encourage them to discuss with their healthcare provider whether the program is a safe option for the child, if additional protections are necessary, and what supports can be offered to best help their child understand and adhere to the health and safety requirements.
- ❑ **Protocol development:** Districts and schools must develop plans prior to reopening (and maintain them once reopened) to address how they will meet the health and safety requirements. Elements of this planning **must** include the following:
  1. **Cleaning and disinfecting:** A cleaning and disinfecting plan that identifies what items must be cleaned, sanitized, or disinfected and with what frequency.<sup>23</sup> This must include a daily cleaning schedule for staff as well as maintaining the inventory of essential cleaning supplies.
  2. **Collaboration with health authorities:** A process to work with local boards of health so that all parties are up to date on various statewide and local guidance and plans (e.g., health and safety updates, COVID-19 testing availability, etc.).
  3. **Transportation:** A plan for transportation that includes minimizing group transportation.
  4. **Training:** All training on health and safety protocols must be provided to staff before in-person summer services begin.
  5. **Medication administration:** A plan for administering medication including a plan for the treatment of students with asthma and other chronic illness. School health professionals should work with primary care providers (provided they have parental consent to do so) to identify alternatives to nebulizer treatments in the school setting, such as metered dose inhalers (MDIs) with a spacer.
  6. **Parent communication:** A plan for sharing information with parents that includes the following:
    - a. Two-way proactive communication and emergency communication
    - b. Email addresses and home, work, and mobile phone numbers from parents of all students at the program so that the program can reach them at any time.
    - c. Information published by the school into the primary language primary language spoken by the parents. This should include guidance on how to share information with their children in developmentally appropriate ways. (See [CDC guidance for parents and COVID-19](#).)

## Summer School Health & Safety Requirements

The following health and safety requirements are grounded in the Initial Fall School Reopening Guidance released on June 25, but modified with several additional specifications that we laid out in our Initial Summer School Guidance released on June 4. The health and safety requirements for the summer account for the current phase of the Commonwealth's reopening plan and are consistent with the protocols already being followed at this time by other child and youth serving agencies (See the Department of Early Education and Care's "[Massachusetts Child and Youth Serving Programs Reopen Approach](#)", updated June 12, 2020).

### For the summer, these include:

- **Capacity:** Keep summer programming enrollment at less than 50 percent of a school's capacity, with no more than 300 students at a time in one building. For the fall, with appropriate health and safety measures in place and with public health metrics indicating low levels of COVID-19 incidence, capacity would be determined by the relation of the space with the physical distancing requirements.
- **Class size:** Have no more than 10 students and 12 people total in a classroom (i.e., 1-2 teachers/staff with 10 students). Similarly for the fall, class size would be determined by the relation of the space with the physical distancing requirements.
- **Physical distancing:** Maintain 6 feet of physical distance between students and staff, as feasible, including spacing desks 6 feet apart and ensuring this distance is maintained as students move through the building. For the reopening of schools in the fall, as noted in the Initial Fall Guidance, with appropriate health and safety measures in place and with public health metrics indicating low levels of COVID-19 incidence, 3' is the minimum with masks/face covering on. As described in [recent guidance](#) from the American Academy of Pediatrics, "Evidence suggests that spacing as close as 3 feet may approach the benefits of 6 feet of space, particularly if students are wearing face coverings and are asymptomatic."
- **Face coverings and masks:** Ensure all students and staff wear face coverings or masks, unless not possible for medical or behavioral reasons.

As general background, COVID-19 spreads when people are in relatively close proximity, through respiratory droplets generated through coughing, sneezing, or talking to an infected person. Among the most effective preventive measures – when used consistently and in combination – are masks/face coverings, physical distancing, handwashing, and cleaning frequently touched surfaces.<sup>4</sup>

**Masks/face coverings:** As the primary route of transmission for COVID-19 is respiratory,<sup>5 6 7</sup> masks or face coverings are among the most critical components of risk reduction.<sup>8 9 10</sup>

Masks/face coverings protect the general public against COVID-19 infection,<sup>11</sup> with a recent retrospective study estimating near 80% effectiveness in reducing COVID-19 transmission, especially when worn prior to symptom onset.<sup>12</sup> In the United States, states advising face masks/face coverings be worn in public saw a decline in their COVID-19 growth rates,<sup>13</sup> and community-wide mask/face covering usage contributed to control of COVID-19 in Hong Kong.<sup>14</sup>

- **All students are required to wear a mask/face covering that covers their nose and mouth.** Face shields may be an option for those students with medical, behavioral, or other challenges who are unable to wear masks/face coverings. Transparent masks may be the best option for both teachers and students in classes for deaf and hard of hearing students. They may also be useful for teachers and younger students who rely on visual/facial cues.
- **Adults, including educators and staff, are required to wear masks/face coverings.**
- **Exceptions to mask/face covering requirements** must be made for those for whom it is not possible due to medical conditions, disability impact, or other health or safety factors.
- **Mask breaks should occur** throughout the day.<sup>15</sup> Breaks should occur when students can be six feet apart and ideally outside or at least with the windows open.
- **Masks/face coverings should be provided by the student/family**, but extra disposable face masks should be made available by the school for students who need them. Reusable masks/face coverings provided by families should be washed by families daily. Districts and schools with families experiencing financial hardship and unable to afford masks/face coverings should endeavor to provide masks for students.
- **Masks/face coverings are required to be worn by everyone on the bus during school bus transportation.**
- **Transparent face coverings provide the opportunity for more visual cues** and should be especially considered as an alternative for younger students, students who are deaf and hard of hearing, and their teachers.

**Physical distancing:** Physical distancing is another important practice that helps mitigate transmission of the virus.

**For the summer, to be consistent with other programs serving children and on pace with the overall state re-opening plan, our requirements and related guidance are as follows:**

- **Distancing requirements:** Schools should aim for a physical distance of six feet when feasible. Schools should seek to maximize physical distance among individuals within their physical and operational constraints.
- **Classroom and facility configuration:** To the extent possible, aim for desks to be spaced six feet apart and facing the same direction.<sup>16</sup> Again, schools should seek to maximize physical distance between desks within their physical and operational constraints.
- Alternative spaces in the school (e.g., cafeteria, library, and auditorium) should be repurposed to increase the amount of available space to accommodate the maximum distance possible.
  - In these larger spaces, establishing consistent cohorts/classes with separation between the cohorts/classes provides another option to maximize these spaces safely.
- Additional safety precautions are required for school nurses and/or any staff supporting students with disabilities in close proximity, when distance is not possible: These

precautions must include eye protection (e.g., face shield or goggles) and a mask/face covering. Precautions may also include gloves and disposable gowns or washable outer layer of clothing depending on duration of contact and especially if the individual may come into close contact with bodily fluids. (See Guidance about Summer 2020 Special Education Services, June 7, 2020 ([download](#)) for more information.)

### **Capacity and student groups:**

**For the summer, to be consistent with other programs serving children and on pace with the overall state re-opening plan, our requirements and related guidance are as follows:**

- **Capacity:** Keep summer programming enrollment at less than 50 percent of a school's capacity, with no more than 300 students at a time in one building.
- **Student groups:** Classrooms can accommodate no more than 10 students and 12 people total (i.e., 1-2 teachers/staff with 10 students). Where feasible, schools should isolate individual groups of students with one consistently assigned teacher, and groups should not mix with other students or staff.

**Screening upon entry:** Checking for symptoms each morning by families and caregivers is critical and will serve as the primary screening mechanism for COVID-19 symptoms.<sup>17</sup> Schools should provide information to families in their primary language to support them in conducting this symptom check and families should not send their children to school if they exhibit COVID-19 symptoms. We will be providing a checklist of symptoms and other guides to districts and schools to help families and students.

- **Screening procedures are not required at the point of entry to the school.** However, school staff (as well as bus drivers) should observe students throughout the day and refer students who may be symptomatic to the school healthcare point of contact.
- **As noted in previous guidance, temperature checks are not recommended** as screening for all students due to the high likelihood of potential false positive and false negative results.<sup>18</sup>

**Hand hygiene: Handwashing and hand sanitizing:** Handwashing removes pathogens from the surface of the hands. While handwashing with soap and water is the best option, alcohol-based hand sanitizer (at least 60 percent ethanol or at least 70 percent isopropanol) may be utilized when handwashing is not available.<sup>19 20</sup> As has always been the case, handwashing should be used whenever hands are visibly soiled and after using the bathroom.<sup>21</sup>

- Students and staff are required to exercise hand hygiene (handwashing or sanitizing) upon arrival to school, before eating, before putting on and taking off masks, and before dismissal.
- **Handwashing:** When handwashing, individuals should use soap and water to wash all surfaces of their hands for at least 20 seconds, wait for visible lather, rinse thoroughly, and dry with an individual disposable towel.<sup>22</sup>
- **Hand sanitizing:** If handwashing is not feasible, hand sanitizer with at least 60 percent ethanol or at least 70 percent isopropanol content can be used.<sup>23</sup> Hand sanitizer should be applied to all surfaces of the hands and in sufficient quantity that it takes 20 seconds of

rubbing hands together for the sanitizer to dry. Hand sanitizer should be placed at key locations (e.g., building entrances, cafeteria, classrooms).

**COVID-19 Medical Waiting Room:** In order to minimize transmission of COVID-19, schools must ensure they have an isolated space available for students displaying COVID-19 symptoms.

- **Schools are required to designate a COVID-19 Medical Waiting Room that is separate from the nurse's office or other space where routine medical care is provided.** A student who shows COVID-19 symptoms during the school day should be moved to the specific room pre-designated for medical-related isolation until they can be picked up by a family member.<sup>24</sup>

**COVID-19 testing in schools:** At this time, in-school testing is not recommended. Students' families should discuss testing with their health care provider. As the accuracy of point-of-care testing develops, this guidance may change.

**Health and safety/PPE supplies:** Per the initial supply guidance issued by DESE, schools should have an inventory of standard healthcare supplies (e.g., masks and gloves). Use of additional supplies may be optional based on type of tasks performed (e.g., teachers do not need to wear gloves while teaching but may need to during necessary contact with students, such as when providing physical support to students with disabilities). All districts are eligible for federal CARES Act funds to support these purchases.

## **Classroom Programming and Movement within the Building**

**Transitions and physical distancing:** Physical distancing must be encouraged for students and staff at all times, including but not limited to:

- During transitions (e.g., waiting for bathrooms)
- During mealtimes
- While traveling to and from the outdoors
- During all indoor and outdoor activities
- Prevent risk of transmitting COVID-19 by not permitting regular immediate contact (such as shaking or holding hands, or hugging).
- Assemblies are not permitted during summer school.

**Recess:** Stagger recess and play outside for one group at a time.

### **Activities:**

- Refrain from games and activities that encourage physical contact or proximity of less than 6 feet, like tag or circle time.
- Ensure adequate supplies to minimize sharing of high-touch materials to the extent possible (e.g., art supplies, equipment, etc. assigned to a single student per use) or limit use of supplies and equipment to one group of students at a time and clean and disinfect between uses.

- Schools must limit travel off the premises for all students and staff, including canceling all field trips. Outdoor activities may be conducted on school grounds while maintaining physical distancing.
- Activities that require or may require direct physical support, close contact, or rescue must not be conducted, except where necessary to support participation for students with disabilities.
- The use of swimming pool facilities is prohibited for summer services.

**Itinerant and traveling staff:** Itinerant and traveling staff should determine if they can provide services to students remotely from within a building (such as through the use of video conferencing). Staff members who need to enter a classroom to provide additional supports (e.g., speech pathologists, occupational therapists, etc.) should stagger their schedules so they do not overlap with one another.

**Classroom placement:** Use additional space in school buildings to spread out classrooms as much as possible. Classes should be held outdoors to the extent possible.

**Movement within building:** Develop a plan for safely moving students in and out their classrooms while maintaining 6 feet of physical distance when feasible; staff must manage necessary student access to common areas, including bathrooms, to avoid crowding. Use signs such as arrows as visual reminders so students and staff can follow the proper direction to walk down a hallway.

**Entry/exit:** Ensure students enter school buildings in an orderly, staggered fashion. If available, multiple entrances can be utilized, and staggered timing is important to limit the number of students in a hallway at any given time. If possible, designate one-way entrances and exits at each access point.

**Crowd management:** Ensure students do not congregate outside the school before entering the building and after school is over. Students should leave school premises at the completion of each day.

## **Building and Facility Preparation**

Schools must prepare the school environment to promote the current health and safety requirements and control infections.

**Drinking fountains:** Close drinking fountains that require contact for use. Motion activated or touchless drinking fountains are acceptable for use only when filling cups, water bottles, or other containers.

**Ventilation:** Ensure that ventilation systems operate properly and increase circulation of outdoor air as much as possible by opening windows and doors, using fans (must be inaccessible to young students), and other methods. Unless used as an emergency exit, prop all interior doors open to reduce the number of people touching the door during the day and to increase ventilation.

**Water systems:** Ensure that all water systems and features (e.g., cooling systems) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.

**High-volume and communal areas:** In high-volume areas (restrooms, reception areas, school office, entrances/exits) where adequate space for 6 feet of physical distancing is difficult or not possible, consider installing physical barriers such as sneeze guard partitions. Close communal use spaces, such as libraries, music rooms and computer labs, if possible. If this is not feasible, stagger use and disinfect in between uses or divide into two rooms. Communal spaces can be repurposed as classrooms if appropriate. When dividing rooms, create a clear barrier with cones, chairs, etc.

**Student and staff storage:** Ensure there are adequate provisions for the storage of student and staff belongings, so each individual's belongings are adequately separated. Store students' belongings in a secure location where they are not repeatedly handled during the school day.

**Sinks, hand-sanitizing stations, and touchless trash cans:** Ensure availability of accessible sinks and/or hand-sanitizing stations to accommodate frequent handwashing.

- Provide handwashing or sanitizing stations for common areas where there are no sinks or hand sanitizer readily available (such as by entrances/exits).
- Establish a regular handwashing routine upon entry; before and after meals; after sneezing, coughing, or nose blowing; after using any shared equipment such as computer keyboards; and before dismissal. Handwashing should use soap and water or hand sanitizer with at least 60 percent ethanol or at least 70 percent isopropanol content.
- Post clear and age-appropriate signage in highly visible locations throughout school property, reminding students and staff of health and safety measures such as handwashing and physical distancing.
- If possible, touchless trash cans should be installed and located throughout the school.

**Outdoor spaces:** Develop and enforce protocols for safe use of outdoor spaces:

- Sanitize any surfaces utilized (such as tables or benches).
- Ensure students use hand sanitizer/wash hands before and after going outside.
- Mandate and supervise physical distancing.

## **Transportation**

Group transportation should only be provided during the summer when there is no other option to transport children to and from the school. Instead, districts and schools should encourage alternative transportation options (e.g., walking, biking, driving) and ensure that schools are prepared to respond to changing transport patterns (e.g., providing enough bike racks and clear drop-off and pick-up guidelines for parents).



## Food Service / Meals

**Protocols for safety:** Develop meal distribution plans that include the following food safety guidelines:

- Serve breakfast and/or lunch in classrooms.
- Ensure food is distributed in pre-packaged and ready-to-serve individual portions and not family style or self-serve.
- If it is not feasible to provide service directly to classrooms, students may go to the cafeteria classroom by classroom to collect their meals and return to their classroom to eat. If that method is used, sanitize all high touch surfaces in between groups.
- If classroom meals are not an option and there is no alternative to utilizing the cafeteria for meals, develop staggered schedules that minimize mixing of cohorts and enforce physical distancing protocols. Follow appropriate food safety guidelines and take specific precautions for food allergies.
- Physical distancing (6 feet) must be maintained during mealtimes.
- Multiple students shall not use the same serving or eating utensils. Each student must have an individual cup to use.
- The CDC recommends use of disposable utensils for in-school meals where possible.
- Sinks used for food preparation must not be used for any other purposes.
- Staff must ensure students wash hands prior to and immediately after eating.
- Staff must wash their hands before preparing food and after helping students to eat.
- A staff member (or several depending on need) should be identified to distribute meals. Proper PPE, such as disposable masks and gloves, must be provided to those distributing meals.
- Tables, chairs, highchairs, and highchair trays used for meals must be cleaned and disinfected before and after each student's use.
- All food contact surfaces, equipment, and utensils used for the preparation, packaging, or handling of food products must be cleaned and disinfected before and after each mealtime. Additionally, schools must frequently clean non-food contact surfaces, such as doorknobs, tabletops, chairs, and other objects frequently touched by students or staff. Use sanitizers approved by the EPA for use against COVID-19 and for food-contact surfaces. Students 6 and older who are able to do so should clean their desks independently.
- When disinfecting for coronavirus, [the EPA recommends following the product label use directions](#) for enveloped viruses, as indicated by the approved emerging viral pathogen claim on the master label. If the directions for use for viruses/viricidal activity list different contact times or dilutions, use the longest contact time or most concentrated solution. Be sure to follow the label directions for 'food contact surfaces' when using the chemical near or on utensils and food contact surfaces.



- Discontinue usage of vending machines
- Ensure continuity of school meal service for remote summer learners using non congregate meal distribution such as grab and go, parent pick up, bus routes or home delivered.
- Promote Project Bread’s summer meal site finder for non-summer school days including weekends: <https://meals4kids.org/find-summer-meal-site>

## Staffing

**Inform staff:** Provide staff with information about COVID-19, including how the illness is spread, how to prevent its spread, symptoms, and when to seek medical assistance for sick students or employees.

**Absenteeism:** Have a system to monitor absenteeism to identify any trends in employee or student absences due to illness, as this might indicate the spread of COVID-19 or other illness.

**Back-up staff:** Have a plan for securing trained back-up staff in order to maintain sufficient staffing levels.

**Sick leave:** Districts and schools should develop sick leave policies that promote the importance of staff not coming to work if they have symptoms of COVID-19. Symptoms include:

- Fever or chills
- Signs of a lower respiratory illness (i.e., cough, shortness of breath, lowered oxygen saturation)
- Fatigue, sore throat, runny nose or congestion, headache, body aches/myalgia, or new loss of sense of taste or smell
- Other less common symptoms can include gastrointestinal symptoms (i.e., nausea, vomiting, diarrhea), rash, inflammatory conditions such as “COVID toes,” and thromboembolic events

**Communications:** Create a communication system for staff and families for self-reporting of symptoms and notification of exposures and closures.

**Staff at increased risk:** Districts and schools should be prepared to engage in discussions with staff who are at increased risk of severe complications from COVID-19.

(<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-increased-risk.html>). Districts and schools should work with their human resources and legal advisors to address individual situations and, if necessary, to modify policies and practices.

**Training:** Provide and reinforce COVID-19-focused education and training for all staff, including mitigation procedures, personal hygiene, signs and symptoms of illness, assessment, the referral process for students requiring mental health supports, and the use and disposal of health and safety supplies. Consider involving potential substitute staff in COVID-19 focused education and training as well. Focused training should be provided for staff who must maintain

close contact with students, such as special education teachers. All training must be provided before in-person summer services begin. (See [BU SHIELD COVID-19 training resources](#) for videos, posters and other training materials.) Educate staff and workers performing cleaning and trash pick-up activities to recognize the symptoms of COVID-19 and provide instructions on what to do if they develop symptoms. At a minimum, any staff must immediately notify their supervisor and the local board of health if they develop symptoms of COVID-19. The health department will provide guidance on what actions need to be taken.

**Personal protective equipment (PPE):** Develop policies for appropriate use of PPE and provide training to all cleaning staff on site prior to those staff members engaging in cleaning tasks for the first time. Training must include when to use PPE, what PPE is necessary, how to properly put on, use, and take off PPE, and how to properly dispose of PPE. (See [BU SHIELD COVID-19 training resources](#) for videos, posters and other training materials.)

**Adequate staffing:** Ensure there are available staff to effectively and safely deliver and support in-person programming for the number and need of students planning to attend, including:

- Teachers (general education, special education, ESL, etc.)
- Assistants/Paraprofessionals
- Clinical/Behavioral staff
- Related Service Providers
- Administrators
- Auxiliary Staff
  - Custodial
  - Cafeteria
  - Facilities
- Transportation
- Health and Wellness
- Nursing and COVID-19 Care

**Contingency:** To the extent possible, develop contingency staffing plans for any of the above positions in the event of staff member illness and/or absence.

**Visitors:** Visitors are not permitted in summer school programs.

- 
- <sup>1</sup> Throughout this document, the term “Family” or “Parent” is meant to include all parents, guardians and caregivers.
- <sup>2</sup> CDC, Cleaning and Disinfecting Your Facility. (2020, April 14). Available at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>
- <sup>3</sup> CDC, How To Clean and Disinfect Schools To Help Slow the Spread of Flu. (2018, July 31). Available at <https://www.cdc.gov/flu/school/cleaning.htm>
- <sup>4</sup> CDC, How COVID-19 spreads. (2020, June 16). Available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html>
- <sup>5</sup> Zhang, Renyi, et al. "Identifying airborne transmission as the dominant route for the spread of COVID-19." Proceedings of the National Academy of Sciences (2020).
- <sup>6</sup> CDC., et al. "Coronavirus Disease 2019 in Children—United States, February 12–April 2, 2020." Morbidity and Mortality Weekly Report 69.14 (2020): 422.
- <sup>7</sup> World Health Organization. Modes of transmission of virus causing COVID-19: implications for IPC precaution recommendations: scientific brief, 27 March 2020. No. WHO/2019-nCoV/Sci\_Brief/Transmission\_modes/2020.1. World Health Organization, 2020. Available at: <https://www.who.int/news-room/commentaries/detail/modes-of-transmission-of-virus-causing-covid-19-implications-for-ipc-precaution-recommendations>
- <sup>8</sup> Wang, Y., Tian, H., Zhang, L., Zhang, M., Guo, D., Wu, W., ... & Liu, B. (2020). Reduction of secondary transmission of SARS-CoV-2 in households by face mask use, disinfection and social distancing: a cohort study in Beijing, China. *BMJ Global Health*, 5(5), e002794. Available at <https://gh.bmj.com/content/bmjgh/5/5/e002794.full.pdf>
- <sup>9</sup> Lyu, W. and Wehby, G. L. (2020). Community Use Of Face Masks And COVID-19: Evidence From A Natural Experiment Of State Mandates In The US. *Health Affairs*. Available at <https://doi.org/10.1377/hlthaff.2020.00818>
- <sup>10</sup> Cheng, V. C., Wong, S. C., Chuang, V. W., So, S. Y., Chen, J. H., Sridhar, S., ... & Yuen, K. Y. (2020). The role of community-wide wearing of face mask for control of coronavirus disease 2019 (COVID-19) epidemic due to SARS-CoV-2. *Journal of Infection*. Available at [https://www.journalofinfection.com/article/S0163-4453\(20\)30235-8/pdf](https://www.journalofinfection.com/article/S0163-4453(20)30235-8/pdf)
- <sup>11</sup> Chu, D.K., Akl, E.A., Duda S., Solo K., Yaacoub S., Schunemann H.J. (2020) Physical distancing, face masks, and eye protection to prevent person-to-person transmission of SARS-CoV-2 and COVID-19: a systematic review and meta-analysis. *The Lancet*
- <sup>12</sup> Wang, Y., Tian, H., Zhang, L., Zhang, M., Guo, D., Wu, W., ... & Liu, B. (2020). Reduction of secondary transmission of SARS-CoV-2 in households by face mask use, disinfection and social distancing: a cohort study in Beijing, China. *BMJ Global Health*, 5(5), e002794. Available at <https://gh.bmj.com/content/bmjgh/5/5/e002794.full.pdf>
- <sup>13</sup> Lyu, W. and Wehby, G. L. (2020). Community Use Of Face Masks And COVID-19: Evidence From A Natural Experiment Of State Mandates In The US. *Health Affairs*. Available at <https://doi.org/10.1377/hlthaff.2020.00818>
- <sup>14</sup> Cheng, V. C., Wong, S. C., Chuang, V. W., So, S. Y., Chen, J. H., Sridhar, S., ... & Yuen, K. Y. (2020). The role of community-wide wearing of face mask for control of coronavirus disease 2019 (COVID-19) epidemic

- 
- due to SARS-CoV-2. *Journal of Infection*. Available at [https://www.journalofinfection.com/article/S0163-4453\(20\)30235-8/pdf](https://www.journalofinfection.com/article/S0163-4453(20)30235-8/pdf)
- 15 Chu, D.K., Akl, E.A., Duda S., Solo K., Yaacoub S., Schunemann H.J. (2020) Physical distancing, face masks, and eye protection to prevent person-to-person transmission of SARS-CoV-2 and COVID-19: a systematic review and meta-analysis. *The Lancet* (the challenges of constant mask wearing include “frequent discomfort”)
  - 16 CDC, Considerations for Schools. (2020, May 19). Available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>
  - 17 CDC, Considerations for Schools. (2020, May 19). Available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>
  - 18 Asadian, Simin, et al. "Accuracy and precision of four common peripheral temperature measurement methods in intensive care patients." *Medical Devices* (Auckland, NZ) 9 (2016): 301.
  - 19 CDC, Hand Hygiene Recommendations. (2020, May 17). Available at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/hand-hygiene.html>
  - 20 Kratzel, A., Todt, D., V'kovski, P., Steiner, S., Gultom, M., Thao, T. T. N., ... & Dijkman, R. (2020). Inactivation of severe acute respiratory syndrome coronavirus 2 by WHO-recommended hand rub formulations and alcohols. *Emerg Infect Dis*, 26. Available at [https://wwwnc.cdc.gov/eid/article/26/7/20-0915\\_article](https://wwwnc.cdc.gov/eid/article/26/7/20-0915_article)
  - 21 CDC, Hand Sanitizer Use Out and About. (2020, April 13). Available at <https://www.cdc.gov/handwashing/hand-sanitizer-use.html>
  - 22 CDC, Hand Hygiene Recommendations, (2020, May 17). Available at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/hand-hygiene.html>
  - 23 CDC, Hand Hygiene Recommendations, (2020, May 17). Available at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/hand-hygiene.html>
  - 24 CDC, Considerations for Schools. (2020, May 19). Available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>

# Governance

Essential actions that will foster a shared understanding of goals, responsibilities, and accountability.

## District Leaders

### Do First

- ☐ **Launch a Return to School Committee** and name a leader with single-point accountability, meaning there is one person who is ultimately responsible.
  - ☐ The Return to School Committee should include staff with oversight of the essential workflows detailed in the roadmap (this may include the Chief Operating Officer, Chief Academic Officer, Head of Facilities, Head of Human Resources, and Head of Student Health, among others).
  - ☐ The Return to School Committee should have a representative from each school in the district.
- ☐ **Articulate a vision in line with local values and community needs** relative to the Return to School Committee's work and communicate this vision with all district stakeholders.
- ☐ **Define and assign roles and responsibilities of Return to School Committee** work. This may include creating subcommittees relative to essential actions within each workflow.
- ☐ **Institute a regular virtual meeting schedule.**
- ☐ **Assess where additional capacity and support may be needed** from external partners to support the Return to School Committee's work. Subsequently, develop strategies, including procurement considerations, for securing assistance.

### Do Before School Opens

- ☐ **Establish/Reestablish a district-level Pandemic Response Committee <  
<https://www.cdc.gov/flu/pandemic-resources/national-strategy/index.html>>** and name a leader with single-point accountability, meaning there is one person who is ultimately responsible.
  - ☐ The Pandemic Response Committee should include representative stakeholders, such as administrators, teachers, and parents, in addition to subject matter experts.

- ☐ **Define/Redefine the core structure of the Pandemic Response Committee** including, operations, planning, logistics, and finance/administration.
- ☐ **Create or amend any existing District Pandemic Response Plans and Emergency Recovery Plans based on lessons learned from the SARS-CoV-2 outbreak to date** that will help inform responses to a second wave in school year 2020-2021, should it materialize.
- ☐ **Scenario plan < [https://www.mckinsey.com/~media/McKinsey/dotcom/client\\_service/Corporate%20Finance/MoF/Issue%2055/MoF55\\_Overcoming\\_obstacles\\_to\\_effective\\_scenario\\_planning.ashx](https://www.mckinsey.com/~media/McKinsey/dotcom/client_service/Corporate%20Finance/MoF/Issue%2055/MoF55_Overcoming_obstacles_to_effective_scenario_planning.ashx)> with Pandemic Response Committee and Return to School Committee.** Multiple scenarios should include:
  - ☐ School begins on time and remains open
  - ☐ School begin on time and closes due to a second wave of SARS-CoV-2
  - ☐ School opening is delayed
- ☐ **Meet with key stakeholders to understand their expectations** for return to school across issue areas (e.g., teacher and administrator unions).
- ☐ **Refine and update communication protocols** and tools for information sharing between local and state public health agencies and policy leaders as well as district stakeholders relative to return to school.
- ☐ **Socialize the work of both the District Return to School Committee and District Pandemic Response Committees broadly** to facilitate communication and shared understanding.

## Do When Schools are Open and Operating

- ☐ **Continue District Pandemic Response Committee workflows** based on community [pandemic-response alert level < https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf>](https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf).
- ☐ **Provide consistent updates on return to school work** and pandemic response planning with district stakeholders.
- ☐ **Conduct a post-mortem of the Return to School Committee's work** and codify recommendations for future improvement.
- ☐ **Update the Return to School Committee's procedures and processes** based on post-mortem conclusions and recommendations.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

Privacy Policy <

<https://returntoschoolroadmap.org/privacy-policy/>>

# Wellness

Essential actions to keep staff and students safe and healthy

## District Leaders

### Do First

- ☐ **Establish a crisis response team** focused on student and staff mental health and wellness.
- ☐ **Assess natural resources** (personnel, existing partners) to determine if there is a need for external supports, and reach out to existing vendor community to assess the potential for expanded work.
- ☐ **Evaluate staff mental health readiness** utilizing questionnaires, surveys, direct outreach.
- ☐ **Provide resources for staff self-care**, including [resiliency strategies < https://storage.trailstowellness.org/trails-2/covid-19-resources/self-care-during-covid-19-for-student-support-professionals.pdf>](https://storage.trailstowellness.org/trails-2/covid-19-resources/self-care-during-covid-19-for-student-support-professionals.pdf).

### Do Before School Opens

- ☐ **Liaise with State Education Agency (SEA)** to understand and access newly available resources for student and staff mental health and wellness support.
- ☐ **Develop and staff a direct communication channel** for district stakeholders to address mental health concerns resulting from SARS-CoV-2 (this may be a telephone hotline, designated email, etc.).
- ☐ **Communicate with parents**, via a variety of channels, return to school transition information including:
  - ☐ [De-stigmatization of SARS-CoV-2 < https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/talking-with-children.html>](https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/talking-with-children.html)
  - ☐ Understanding normal behavioral response to crises
  - ☐ General best practices of talking through trauma with children
  - ☐ [Resilience strategies for children < https://storage.trailstowellness.org/trails-2/covid-19-resources/tips-for-supporting-student-wellness-during-covid-19-with-mi-and-national-resources.pdf>](https://storage.trailstowellness.org/trails-2/covid-19-resources/tips-for-supporting-student-wellness-during-covid-19-with-mi-and-national-resources.pdf)
- ☐ **Mandate school-level outreach to at-risk students** (those with previously identified mental health issues).



- ☐ **Consider procurement of additional mental health assessment** services including crisis management support.
- ☐ **Set district-wide health guidelines**
  - ☐ At a minimum, any child or school staff who develops respiratory symptoms should be provided and wear a surgical mask, be transported and quarantined in a health isolation area that the district identifies, and sent home until cleared to return to school by a qualified health professional.
- ☐ **Provide guidance to schools for changes to school-based health screening** (hearing, vision, etc.).

## Do When Schools are Open and Operating

- ☐ **Encourage schools to implement a mental health screening for all students.**
- ☐ **Establish ongoing reporting protocols for school staff to evaluate physical and mental health status.** At this time, there is no guidance indicating that students would submit to a physical examination before entering the school building.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

**Privacy Policy <**

<https://returntoschoolroadmap.org/privacy-policy/>>

# Instruction

Essential actions to achieve a comprehensive understanding of students' academic and social-emotional well-being when they return and to effectively transition back to instruction in the classroom

## District Leaders

### Do First

- ☐ **Build a Return to Instruction working group**, potentially led by the Director of Curriculum, Chief Academic Officer or the equivalent, and composed of diverse and representative stakeholders on the district and school-level, such as school leaders and teachers.
- ☐ **Set an ambitious goal to ensure that every student is on track for success academically and socially and emotionally** by the end of the 2022 school year. This could include developing a process for schools to create and implement individualized plans for each student based on their needs.
- ☐ **Develop a plan for assessing students' learning progress and loss** when students return that includes multiple forms of assessment (e.g., diagnostics, formative assessments, student work, conferences, advisories, parent feedback).
- ☐ **Inventory all intervention programs and services** that are available to students when they return to school, through the district, and on the school-level, and identify any gaps.
- ☐ **Identify the most vulnerable students** (students with disabilities, English-language learners, students who are homeless or live in temporary housing, migrant students, and students who live in poverty or whose families face other challenges, and students directly affected by SARS-CoV-2 due to a death or job loss in their family) to recognize and prioritize their needs.
- ☐ **Connect with your State Education Agency (SEA) about changes to testing, grading, report cards, and promotion policies**, and outline decision points.
- ☐ **Ensure that schools and teachers are engaging in intentional curriculum planning** and documentation, inclusive of curriculum maps, pacing plans and calendars, and lesson plans, to ensure continuity of instruction during a second wave in school year 2020 -2021, should it materialize.
- ☐ **Secure resources and plan restorative supports and professional learning offerings for teachers** around SARS-CoV-2 and trauma, equity and implicit bias, Social Emotional Learning ,

inclusion and appropriate use of digital and online learning tools and systems, and Culturally Responsive Education.

## Do Before School Opens

- ☐ **Solidify and communicate an overall plan for assessment** for when students return to school that includes timelines for giving assessments, analyzing data, and making adjustments to curriculum and academic goals based on the data.
- ☐ **Share a comprehensive account of academic interventions and social-emotional and mental health support services** available through the district.
- ☐ **Assess the capacity of structures outside of the regular school day**, such as summer learning options, extended day, and after school programming, to potentially be leveraged to support students in need of learning recovery.
- ☐ **Communicate decisions and guidance around grading, report cards, and promotion policies** with school leaders, teachers, and parents.
- ☐ **Align expectations around onboarding school communities**, including students, teachers, school leaders, and parents, that prioritize the whole child, and emphasize a tone of safety, togetherness, and empathy.

## Do When Schools are Open and Operating

- ☐ **Review assessment data gathered by schools** to identify overall trends and specific gaps in student learning to design targeted supports and match appropriate interventions (potentially maintain the Return to Instruction working group to do this work).
- ☐ **Conduct checkpoints with school leaders** around curriculum pacing and ongoing monitoring of student progress, specifically honing in on the progress of the most vulnerable students or student populations.
- ☐ **Develop targeted intervention plans** to stopgap learning loss for the most vulnerable students.
- ☐ **Assess the efficacy of all academic and social-emotional interventions** against the goal of ensuring that every student is on track by the end of the 2022 school year, and report out the results on a quarterly basis.
- ☐ **Evaluate the effectiveness of any remote learning experiences** by surveying school leaders, teachers, and parents to gather their feedback and input, to make improvements in case of any additional disruptions to school time.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

Privacy Policy <

<https://returntoschoolroadmap.org/privacy-policy/>>

# Facilities

Essential actions necessary to ensure district and school assets are, and remain, safe for students and staff to inhabit

## District Leaders

### Do First

- ☐ **Audit necessary materials and supply chain** for cleaning, disinfecting, and preventing spread of disease.
- ☐ **Provide guidance for cleaning and disinfecting all core assets, <**  
**<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>**  
including school buildings and playgrounds commensurate with the **alert level <**  
**<https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf>**  
when school resumes.
- ☐ **Alert school-based janitorial and infection control staff of any changes in recommended cleaning guidelines <**  
**<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>**  
issued by OSHA and CDC. It is expected that this guidance will be updated in real-time based on circulating levels of the virus in local geographies.

### Do Before School Opens

- ☐ **Establish procedures for the first day of school based on alert level <**  
**<https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf>**  
: Guidance for return to school procedures must be based on recommendations by the CDC and local health officials. These recommendations will be based on community risk.
  - ☐ Limit access to a small number of fixed entrances to ensure that persons entering are required to be present.
  - ☐ Where possible, parents of young children should remain in vehicles or outside of the building where their students will be brought to them.
  - ☐ If parents must enter the building, require hand washing.
  - ☐ Any person with cough or respiratory symptoms should wear a mask and maintain current social distancing guidelines.

## Do When Schools are Open and Operating

- ☐ **Issue updated guidance** to schools on infection control relative to **alert level.** <  
<https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf>>

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

**Privacy Policy <**

<https://returntoschoolroadmap.org/privacy-policy/>>

# School Operations

Essential actions to ensure operations support a safe and organized transition back to classroom instruction

## District Leaders

### Do First

- ☐ **Assess and update** student enrollment and attendance policies.
- ☐ **Communicate any student enrollment or attendance policy changes** with school leaders and families.
- ☐ **Liaise with State Education Agency (SEA)** to understand and access new resources.
- ☐ **Liaise with State Education Agency (SEA)** to understand the ability to amend school schedules.
- ☐ **Provide** guidance and best-practices to school leaders for **recruiting, interviewing, and hiring staff remotely** < [https://tntp.org/assets/documents/Virtual\\_Talent\\_Guide-TNTP.pdf](https://tntp.org/assets/documents/Virtual_Talent_Guide-TNTP.pdf) > .

### Do Before School Opens

- ☐ **Provide staffing guidance** to schools.
  - ☐ For example: will there be short-term flexibility with associated resources to hire additional intervention specialists, social workers, or guidance counselors).
- ☐ **Consult legal counsel** to preemptively address liability questions, related concerns, or vendor issues relative to SARS-CoV-2 and socialize with school leaders.
  - ☐ For example: review current technology vendor contracts to understand support, repair, and replace obligations and subsequently contact the vendors to determine flexibility and additional support they can provide.
- ☐ **Engage school leaders in a budgeting exercise** to help them plan for changing enrollment patterns, new staffing needs, and resource constraints or additional dollars.
- ☐ **Establish policies for extracurriculars and athletics** including the allowance of spectators, close-contact sports, and equipment sterilization based on CDC guidance.
- ☐ **Evaluate whether new food vendors need to be sourced** if there is a change in requirements (e.g., individually packaged items) based on CDC guidance.

- ☐ **Collaborate with transportation vendors** to implement a bussing plan that meets social distancing requirements, if necessary (including pick-up, in-transit, and drop off) and **cleaning and disinfection protocols** < <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/disinfecting-transport-vehicles.html>> .

## Do When Schools are Open and Operating

- ☐ **Update extracurricular and athletic policies** based on CDC guidance.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

**Privacy Policy** <

<https://returntoschoolroadmap.org/privacy-policy/>>



# Technology

Essential actions to ensure technology infrastructure, assets, and guidance support an organized transition to classroom instruction.

## District Leaders

### Do First

- ☐ **Survey families to collect information about the numbers, types, and condition of devices used in their homes to support remote learning.** Consider asking about use of external displays, game consoles, smart watches, and electronic toys. Follow-up this survey with another about software and apps.
- ☐ **Assign technology process leaders to key efforts and publish their contact information on the district intranet and/or internet.** Only the vendor management lead roles require any technology knowledge. All other lead roles are primarily communication and process roles, including:
  - ☐ Family device return leader
  - ☐ Staff device return leader
  - ☐ Device vendor management leader
  - ☐ Internet/Intranet communication leader
  - ☐ Technology Infrastructure evaluation leader
  - ☐ Infrastructure vendor management leader
- ☐ **Select an issue tracking tool.** Technical processes are dependent on good documentation. If your district does not have an issue tracking tool, there are many free options and Google sheets can also work. Without issue tracking, management of device and technology infrastructure issues will be difficult.

### Do Before School Opens

- ☐ **Appoint family technology liaisons** to support communication regarding the use of technology (the existing parent organization may be able to fulfill this role).
- ☐ **Develop district-wide procedures for return and inventory of district owned devices** as part of a return to school technology plan. The procedures should include:

- ☐ safely bagging devices collected at schools.
- ☐ transporting them to a central location.
- ☐ **sanitizing the devices < <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>> prior to a repair or replacement evaluation.**
- ☐ Conducting prepared maintenance routines to remove malware and fix standard issues including, screen, keyboard, or battery replacement.
- ☐ **Identify an asset tracking tool for device processing.** Although it may seem less important now, it will be nearly impossible to do an inventory after school has restarted. Because devices will have been purchased with local, state, federal, or grant money, eventually an inventory will be demanded.
- ☐ **Identify a vendor to assist with processing returning devices,** if needed.
- ☐ **Develop on-site triage of staff devices** to minimize the time that staff may be without a device.
- ☐ **Stage device processing areas as needed to run procedures.** Supplies, instructions, and equipment should be moved to areas where work will take place to make school opening as smooth as possible. The device return lead should oversee this work.
- ☐ **Place orders for replacement devices.** Utilize industry published device failure rates to estimate the number of devices that will need to be replaced.
- ☐ **Share return to school technology plan** including device processing with school leaders and key stakeholders. Collect feedback and revise the plan to reflect the feedback.
- ☐ **Prepare the Infrastructure Evaluation process.** Every WiFi access point and wired network device should be tested.

## Do When Schools are Open and Operating

- ☐ **Organize and centralize online resources** that were created, published or distributed by teachers and others during the closure period.
- ☐ **Begin staff feedback processes** described in your return to school technology plan.
- ☐ **Compile technology-facing lessons learned for inclusion in your district's updated learning continuity plan.**
- ☐ **Review issue tracking and inventory results frequently** as a way of understanding the quality and progress of technology processes in your district.

- ☐ **Continue to run the family device return process** until all district devices are accounted for and repaired, replaced, or otherwise dispatched.
- ☐ **Continue infrastructure evaluations** until all issues are resolved.
- ☐ **Identify chronic technology issues** that arose during the school closure period and use them to begin the development of a long term technology maintenance plan.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity  
Labs Foundation, Inc.

**Privacy Policy <**

**<https://returntoschoolroadmap.org/privacy-policy/>>**

# Governance

Essential actions that will foster a shared understanding of goals, responsibilities, and accountability.

## School Leaders

### Do First

- ☐ **Launch a school-level Return to School Committee** and name a leader with single-point accountability, meaning there is one person who is ultimately responsible.
  - ☐ The Return to School Committee should be composed of leaders with oversight of the essential workflows in the roadmap. This may include deans, department heads, guidance counselors and social workers, as well as janitorial and maintenance staff.
- ☐ **Assert a vision for the Return to School Committee's work.**
- ☐ **Assign a series of subcommittees** within the Return to School organization that define critical operational roles and responsibilities for getting essential functions reconstituted at the school level.
- ☐ **Institute a regular virtual meeting schedule.**
- ☐ **Assess where additional capacity and support may be needed** from external partners and develop strategies for securing assistance.
- ☐ **Meet with key stakeholders to understand their expectations** for return to school across issue areas (e.g., parent-teacher association).
- ☐ **Establish a consistent check-in schedule between school and district-level Pandemic Response Committees.**

### Do Before School Opens

- ☐ **Establish/Reestablish a school-level Pandemic Response Committee** to help operationalize district level instructions.
- ☐ **Amend any existing District Pandemic and Emergency Recovery Plans** based on lessons learned from the outbreak to date that will help shape responses to a second wave of SARS-CoV-2 in school year 2020-2021, should it materialize.

- ☐ **Understand updated communication protocols** with district leadership and both state and local public health system leaders.
- ☐ **Socialize the work of both the School Return to School Committee and School Pandemic Response Committees broadly**, to facilitate communication and shared understanding.

## Do When Schools are Open and Operating

- ☐ **Continue School Pandemic Response Committee workflows** based on **pandemic response level** **< <https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf>** and district instructions.
- ☐ **Provide consistent updates on return to school work and pandemic response planning with district stakeholders.**
- ☐ **Conduct a post-mortem of the Return to School Committee's work** and codify recommendations for future improvement.
- ☐ **Update the Return to School Committee's procedures and processes** based on recommendations.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

**Privacy Policy** <

<https://returntoschoolroadmap.org/privacy-policy/>>

# Wellness

Essential actions to keep staff and students safe and healthy

## School Leaders

### Do First

- ☐ **Designate a mental health liaison (school-based)** who will work with the district, local public health agencies, and community partners. A good candidate to serve as the mental health liaison is the school social worker or school psychologist.

### Do Before School Opens

- ☐ **Develop site-specific communication resources** to help students understand changes to normal operating procedures.
- ☐ **Finalize health screening protocols** based on district guidance.

### Do When School is Open and Operating

- ☐ **Maintain mental health supports via on-going wellness assessments of staff and students.**
- ☐ **Normalize feelings** through forums and spaces for compassionate listening where students and school staff can share, discuss, and process their common experiences relative to SARS-CoV-2.
- ☐ **Prevent the spread of infection:**
  - ☐ Encourage students and staff to stay away from school when sick.
  - ☐ Teach students and staff to use masks and protective equipment appropriately, covering a cough, and using/discarding tissues appropriately.
  - ☐ Stress the importance of keeping hands away from the eyes, nose, and mouth.
  - ☐ Teach students and staff how to keep surfaces clean and disinfected.
- ☐ **Introduce hand washing best practices:**
  - ☐ Utilizing and posting signage.
  - ☐ Using soap and water and scrubbing for approximately 20 seconds before rinsing.
  - ☐ Using paper towels to turn sink handles and open doors before discarding.

- ☐ Using alcohol-based sanitizer when hands are not visibly soiled.
- ☐ Developing fixed schedules for hand washing (particularly, for younger students).
- ☐ Ensuring that adequate supplies are available and in good functional condition.

☐ **Institute limited contact policies:**

- ☐ It will be challenging to minimize personal contact between students of younger age, but efforts should be made to limit close contact between older students.
- ☐ Spread desks and seating arrangements to conform with social distancing guidelines.
- ☐ Amend schedules to conform with social distancing guidelines (e.g. stagger lunches).
- ☐ Employ virtual meetings to conform with social distancing guidelines.

☐ **Review and Amend vaccinations planning:**

- ☐ School officials should not plan on a vaccine being available for the start of school in fall 2020, and the return to school will take place with a body of students unprotected from infection.
- ☐ School officials should expect to receive guidance on the timing and availability of teacher and student vaccines from public health officials.

☐ **Update and Finalize student and staff health records:**

- ☐ Once vaccination begins, it is possible that SARS-CoV-2 immunization status will fall under state "school entry" laws wherein states can prohibit student attendance unless there is proof that a student has been immunized through a verified health record. Schools should expect that a requirement for such evidence will be forthcoming from public health officials.
- ☐ It should also be considered, however, that prior SARS-CoV-2 status may be protected under current privacy laws. Certain diseases, including acquired immune deficiency syndrome (AIDS) and mental health, for example, are considered protected health information that students, parents, and employees cannot be forced to disclose involuntarily. Because immunization statutes are enforced at the state level, there may be some inter-state variability around SARS-CoV-2 requirements and school leaders should seek guidance from their district.

# Instruction

Essential actions to achieve a comprehensive understanding of students' academic and social-emotional well-being when they return and to effectively transition back to instruction in the classroom

## School Leaders

### Do First

- ☐ **Maintain regular communication with district leadership** to understand and inform the district's approach to instruction, assessment, and eventual onboarding of the school community.
- ☐ **Establish virtual structures for teacher teams** to continue collaborating on curriculum planning and assessing student academic and social-emotional well-being when they return to school.  
Encourage teacher teams to:
  - ☐ Continually assess and analyze student work that is submitted from remote learning assignments, if available.
  - ☐ Engage in intentional curriculum planning for now and the return to school that is clearly documented with curriculum maps, pacing plans and calendars, and lesson plans, in case of any additional disruptions to school time.
  - ☐ Evaluate and share knowledge around the use and effectiveness of digital tools and online programs for remote learning.
  - ☐ Identify the most vulnerable students and design targeted intervention plans for when they return.
  - ☐ Select the most appropriate assessments to assess students' academic and social-emotional health when they return.
- ☐ **Strengthen intervention programming and social-emotional supports** by working closely with intervention specialists, guidance counselors, and school social workers and psychologists.
- ☐ **Support teachers to create feedback loops with parents and families** about students' academic and social-emotional health and well-being, through use of virtual conferences and/or surveys to parents about their child's experience and learning while out of school.
- ☐ **Create a technology use survey** to assess the number and types of technologies teachers are using to conduct remote learning and begin to assess their effectiveness.



## Do Before School Opens

- ☐ **Meet with staff to align expectations around instruction** and learning for the rest of the school year and/or upcoming school year, with students' academic and social-emotional health at the forefront. Explicitly acknowledge equity and addressing the needs of the most vulnerable students as a priority.
- ☐ **Analyze data from any student work** that was submitted during remote learning, along with feedback from parents, to support teachers to make adjustments to curriculum and instruction to meet students where they are.
- ☐ **Revisit students' Individualized Education Plans (IEPs)** in partnership with teachers and parents to reflect each student's evolving needs based on time away from associated services including OT, PT, and Speech while schools were closed.
- ☐ **Develop a parent communication strategy** to inform parents about their child's assessment data and progress, which could include grade-level and standards-specific activities they can use to support their child at home.
- ☐ **Share information and guidance on grading, report cards, and promotion policies** with teachers and parents.
- ☐ **Survey teachers about their needs** around restorative and social-emotional supports and professional learning on topics, such as SARS-CoV-2 and trauma, equity and implicit bias, Social Emotional Learning, inclusion and appropriate use of digital and online learning tools and systems.
- ☐ **Assess the effectiveness, appropriateness, and sustainability of certain digital and online tools** for supporting instruction and meeting students' instructional needs.
- ☐ **Communicate with teachers about their plans to onboard students and reestablish the classroom environment** through emphasizing relationships with students and parents and resetting routines.

## Do When Schools are Open and Operating

- ☐ **Understand every student's academic health** by using assessments and assessment methods, including formative assessments, diagnostics, conferences, advisories, and parent feedback. Maintain systems to continually monitor learning progress and loss.
- ☐ **Analyze data to design instruction and adjust curriculum**, potentially in teacher teams, to meet students where they are and address learning progress and loss.

- ☐ **Identify additional students in need of intervention and/or services**, whether academic or social-emotional and prioritize support for the most vulnerable students.
- ☐ **Procure any additional programs, tools, or materials** to support differentiation, intervention, and remote learning, based on students' needs.
- ☐ **Communicate with families and parents about every student's progress** and plans for students in need of additional support.
- ☐ **Explore the inclusion and integration of select digital and online learning tools and practices** at certain grade levels and classrooms where they can be used appropriately, effectively, and sustainably.
- ☐ **Integrate best practices in Social Emotional Learning and Culturally Responsive Education** to ensure high-quality instruction and ongoing support for all students.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

**Privacy Policy <**

<https://returntoschoolroadmap.org/privacy-policy/>>

# Facilities

Essential actions necessary to ensure district and school assets are, and remain, safe for students and staff to inhabit

## School Leaders

### Do First

- ☐ **Convene janitorial and facilities staff** to review and make actionable district guidance regarding cleaning and disinfection.

### Do Before School Opens

- ☐ **Plan** first day of school based on district recommendations.
- ☐ **Prepare** facilities for the resumption of school:
  - ☐ Air filters should be changed regularly.
  - ☐ Janitorial services should distribute wastebaskets, tissues, and CDC approved soap to every office and classroom so that these materials can be used upon entry and exit into any discrete location and during transit between sites.
  - ☐ Signage about frequent handwashing, cough etiquette, and nose blowing <  
<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>> should be widely posted, disseminated, and encouraged through various methods of communication.
  - ☐ Janitorial staff should follow guidance from the CDC about the use of face masks and special respirators at use when performing cleaning duties.
- ☐ **Conduct a facility walkthrough** with your janitorial services team to ensure that the classrooms, common spaces, and the exterior are ready for staff and students.

### When Schools are Open and Operating

- ☐ **Implement ongoing facility access control:**
  - ☐ Visitors should still be required to report through a single access point as standard school safety procedures remain critical.

☐ After-school egress and exit points may be opened based on the pandemic alert level <  
[https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-  
strategy.pdf](https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf)> and in concert with local health official recommendations.

☐ **Maintain infection control procedures based on pandemic alert level <  
<https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf>>**  
and public health guidance:

☐ At a minimum, school nurses should don surgical masks and maintain six feet of distance from potentially infected staff or students.

☐ If closer contact is required, N95 respirators and contact gowns should be used if available to help minimize any spread of disease to nursing staff.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

**Privacy Policy <**

[https://returntoschoolroadmap.o  
rg/privacy-policy/](https://returntoschoolroadmap.org/privacy-policy/)>

# School Operations

Essential actions to ensure operations support a safe and organized transition back to classroom instruction

## School Leaders

### Do First

- ☐ **Conduct a staff assessment** to understand who is coming back.
- ☐ **Develop a plan to replace teachers and staff** who are not returning.
- ☐ **Assess need for new or additional positions** with a specific focus on student and staff wellness, but also including technology support.
- ☐ **Recruit, interview and hire** new staff.
- ☐ **Consider repositioning underutilized staff** to serve core needs n (e.g., physical education serving as case managers post-secondary related processes).

### Do Before School Opens

- ☐ **Build and send back to school communications** to all relevant stakeholders (e.g., parents, school staff) and include updates across all workflows.
- ☐ **Create master teaching schedules, student and faculty arrival/dismissal schedules, bus schedules, lunch schedules for staff and students, and bell schedules with social distancing guidelines and facility access control in mind.**
- ☐ **Orient new school staff** to any operational changes.
- ☐ **Prepare a 2020-2021 school budget** based on district guidance.
- ☐ **Verify that student and staff handbooks and planners are printed and ready** for distribution.  
Create a master list of any changes to distribute at the first staff meeting.
- ☐ **Collaborate with cafeteria staff** to ensure any necessary food handling changes are implemented.

### Do When Schools are Open and Operating

- ☐ **Adjust all schedules as needed** based on public health guidance.

© 2020 Opportunity Labs LLC <

<https://www.opportunitylabs.co/>> & Opportunity Labs Foundation, Inc.

Privacy Policy <

<https://returntoschoolroadmap.org/privacy-policy/>>

# Technology

Essential actions to ensure technology infrastructure, assets, and guidance support an organized transition to classroom instruction.

## School Leaders

### Do First

- ☐ **Designate a single point of contact** in your building to plan and communicate with district technology teams.
- ☐ **Develop a return to school technology plan for your school aligned to the district plan.** If possible, include training and support for teachers to adapt remote learning skills for the classroom.
- ☐ **Identify a device and or general technology support person for your building.** You may already have a tech savvy staff member who informally supports your team. Consider elevating that position to a more formal role and providing additional support potentially with parent volunteers.

### Do Before School Opens

- ☐ **Align school website with district website** to avoid confusion.
- ☐ **Review district family technology survey results** and present results to your staff.
- ☐ **Identify space in your building for device return** and modify traffic flow to improve safety.

### Do When Schools are Open and Operating

- ☐ **Communicate frequently with families regarding technology use in the building.** If students are using their own devices make sure that communication includes the district's bring-your-own-device policy (if you don't have one, create it).
- ☐ **Review issue tracking and inventory results frequently** as a way of understanding the facts regarding the quality and progress of technology processes in your building.

## FINANCE SUBCOMMITTEE WARRANT REPORT

Voucher Number	Date	Status	Bank Account	User ID	Total	
1087	6/30/2020	Posted to G/L	Accounts Payable 300000791	rsharma	\$220,583.20	FY20
1085	6/26/2020	Posted to G/L	Accounts Payable 300000791	rsharma	\$7,125.00	FY20
1084	6/19/2020	Posted to G/L	Accounts Payable 300000791	rsharma	\$157,792.06	FY20
1003	7/3/2020	Posted to G/L	Accounts Payable 300000791	brondeau	\$214,679.50	FY21
1002	7/3/2020	Posted to G/L	Accounts Payable 300000791	rsharma	\$595,522.23	FY21
					<b>\$1,195,701.99</b>	
1088	6/30/2020	Posted to G/L	Payroll Account 300000783	brondeau	\$2,142.79	FY20
1086	6/30/2020	Posted to G/L	Payroll Account 300000783	brondeau	\$138,463.78	FY20
1083	6/19/2020	Posted to G/L	Payroll Account 300000783	brondeau	\$30,599.72	FY20
1082	6/19/2020	Posted to G/L	Payroll Account 300000783	brondeau	\$525,105.28	FY20
1001	7/3/2020	Posted to G/L	Payroll Account 300000783	brondeau	\$263,158.88	FY21
1000	7/3/2020	Posted to G/L	Payroll Account 300000783	brondeau	\$80,550.28	FY21
					<b>\$1,040,020.73</b>	

The warrants were reviewed and approved by the Finance Subcommittee. The totals for Accounts payable were **\$1,195,701.99**, which included FY20 and FY21 warrants. Some of the first invoices in July are annual payments to vendors.

The total for Payroll warrants is **\$1,040,020.73** which included FY20 payrolls and FY21 payrolls.

Respectfully

Jamie Art  
Finance Subcommittee Chair



At a regular monthly meeting of the Mount Greylock Regional School District School Committee held on Thursday, July 9, 2020, the following motion was voted and accepted:

*The District Treasurer is hereby authorized, under the provisions of General Laws, Chapter 71, Section 16(g) as amended by Chapter 134 of the acts of 1972, and with the approval of the Chair of the District Committee, to borrow money from time to time in anticipation of revenue for the fiscal year beginning July 1, 2020, and issue a note or notes therefore, payable within one year, and to renew any note or notes as may be given for a period of less than one year in accordance with General Laws, Chapter 44, Section 17.*

---

*MGRSD School Committee, Chair*

*Christina Conry*

---

*MGRSD School Committee, Secretary*

*Jamie Art*

## **REMOTE LEARNING**

In the event of a district-specific emergency requiring the use of remote learning, the superintendent of schools may declare such emergency and shall, as soon as possible, obtain the approval of the school committee. The remote learning plan below will be applicable in cases of disease, weather emergencies, destruction or damage to schools rendering them inaccessible, or other extraordinary circumstances, including emergencies declared by government officials, the school committee, or the superintendent.

When it becomes necessary for the school district to provide support to students who are unable to attend classes or access appropriate services due to an extended closure, the superintendent shall establish a plan and procedures to ensure that such services are provided. The provision of educational services may include the use of technology and devices, and strategies designed to support student learning away from school.

The remote learning plan will, to the extent possible:

- Ensure the safety of all students and faculty in coordination with appropriate local and state departments and agencies;
- Provide support for student social and emotional wellbeing and address the implications of trauma experienced by students or faculty as a result of the emergency;
- Identify goals and strategies for maintaining standards of student achievement and school improvement plans;
- Ensure instruction and services are delivered by district educators and personnel as much as practicable;
- Utilize the most effective tools and resources available for students and faculty, including the skills and talents of district personnel, in the delivery of instruction and services and share resources as needed;
- Provide resources and services equitably to meet the needs and circumstances of all students;
- Identify remedial strategies necessary after the emergency to advance student achievement (i.e. after-school, extended day, summer school, and contingency scheduling to cancel vacations.);
- Gather information both during and after the period of emergency regarding the most effective means of remote learning to implement as appropriate.

In developing a remote learning plan, the superintendent will:

- Identify and prepare effective means for communicating with faculty, students, parents and community stakeholders.
- Collaborate with municipal agencies that support the schools and community.
- Consult with the school committee to identify any extraordinary actions necessary or authority required to administer emergency and remote learning plans. This includes any changes to district policies on the school calendar, grading, promotions and retentions, local graduation requirements, testing, and standards and accountability.
- Consult with administrators and principals to ensure the continuing education of students at all levels, including:
  - use of the most appropriate resources, tools and strategies to deliver the curricula given

- local circumstances and conditions;
  - equitable access to appropriate content for all students;
  - specific accommodations for students at high risk, including clients of special education, students with disabilities, English learners, students at economic disadvantage, homeless students, students in foster care and students of military families.
- Utilize available technological resources suitable for serving students at all levels. This inventory will be prepared in advance in anticipation of an emergency.
- Ensure the privacy rights of students, faculty and families are protected, including assessing the security of district technology.
- Consult with bargaining units to determine if modifications to collective bargaining agreements need to be established for the period of the emergency.
- Identify the financial implications of the emergency plan and recommend transfer of funds as may be necessary.

LEGAL REFS.:        20 U.S.C. §1232g Family Education Rights and Privacy Act (FERPA)  
                              15 U.S.C. §§ 6501–6506 Children’s Online Privacy Protection Act (COPPA)

CROSS REFS.:       EBCD – Emergency Closings  
                              IGA – Curriculum Development  
                              IGB – Support Services Programs  
                              IHBEA – English Learner Education  
                              IJND – Access to Digital Resources  
                              IJNDB – Empowered Digital Use  
                              IJNDC – Internet Publication  
                              IJNDD – Policy on Social Media  
                              IHBEA – English Language Learners  
                              JB – Equal Educational Opportunities  
                              JBB – Educational Equity

SOURCE: MASC – May 2020

## **REMOTE LEARNING ADDENDUM**

Issues to consider when developing remote learning plans:

- Which of these issues requires policy or policy changes?
- What are the policy implications and what should school committees delegate to the superintendent for operating protocols?
- Do we learn anything from earlier experiences in emergencies?
- What can we learn from our current services to students who are unable to attend school because of illness or other disability or for disciplinary reasons?

Specific items to consider in developing a plan:

- When is remote learning appropriate?
- Designating a remote learning point person
- Reviewing the various models for remote learning
- Equity – how to ensure that students have access to tools to learn remotely.
- Internal vs. external resources.
- Collective bargaining implications
- Responsibilities of remote educators
  - Evaluating remote educators and programs
    - Who may observe remote instruction
  - Teacher professional development to incorporate various elements of remote learning
  - Common planning time
- Identifying cost implications and approving spending
- Special constituencies:
  - Special education students
  - English Language Learners
  - Physically challenged students
  - Homeless students
  - Students in foster care
  - Students of military families
  - Pregnant and parenting students
- Facilitating collaboration/removing barriers to collaboration.
- Protecting privacy rights of students and parents
  - FERPA (Federal Educational Rights and Privacy Act and COPPA (Children's On Line Privacy Protection Act)
  - What privacy protections do vendors and districts/schools have in place.
- Health and nutrition issues that may impact student wellness and/or privacy
- Internet security for students and faculty.
- Protecting educators and others who identify threats to student wellbeing via remote learning.
- Engaging district partners including companies, consultants, media (i.e., public television).
- Impact on decisions to retain or grant professional status educators.
- Academic implications (testing, grading, educator accountability, curriculum adaptations)
- Parental rights (opting in or opting out)

- Data gathered remotely or on-line (who gathers, aggregates, or analyzes).

SOURCE: MASC – May 2020

## **BEDH-R - GUIDELINES FOR REMOTE MEETING - PUBLIC COMMENT**

Speakers may participate in public comment during a virtual meeting by:

- a. Submitting public comment in writing to the Chair within 2 hours of the schedule meeting time.
  - b. Submitting public comment via email to the Chair within 2 hours of the scheduled meeting time.
  - c. Attend virtual meeting and request to be recognized via the Chat feature.
  - d. Attend virtual meeting and request to be recognized via spoken intent.
1. Speakers will be allowed three (3) minutes to present their material. The presiding chairperson may permit extension of this time limit.
2. Topics for discussion must be limited to those items listed on the meeting agenda for that evening.
3. Improper comments and remarks will not be allowed. Defamatory or abusive remarks are always out of order. If a speaker persists in improper conduct or remarks, the chairperson may terminate that individual's privilege of address.
4. All remarks will be addressed through the chairperson of the meeting.
5. Speakers may offer such objective criticisms of the school operations and programs as concern them, but in public session the committee will not hear personal complaints about school personnel nor against any member of the school community. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving staff members.
6. Comments longer than three (3) minutes may be presented in writing to the committee before or after the meeting for the committee members' review and consideration at an appropriate time.
7. Discussion of individual personnel matters will be prohibited.
8. Only the Superintendent, the chairperson, or other members of the committee at the chairperson's discretion will make responses to concerns raised during public comment.
9. Votes will not be taken on matters raised during public comment.

## **ANTI-DISCRIMINATION/ANTI-HARASSMENT POLICY AND GRIEVANCE PROCEDURE**

The Mount Greylock Regional School District is committed to maintaining and promoting an educational environment free from all forms of discrimination, including harassment. The civil rights of all school community members are guaranteed by law, and the protection of those rights is of utmost importance and priority to the District. Discrimination, including harassment, on the basis of race, color, religion, national origin, ethnicity, genetic information or testing, sex, sexual orientation, gender identity, age, pregnancy, pregnancy related condition, or disability (hereinafter “membership in a protected class”) will not be tolerated. Retaliation against any student or other individual who has complained of discrimination, including harassment, or individuals who have cooperated with an investigation of such a complaint, is also unlawful and will not be tolerated. The District will promptly investigate, remedy any harm, seek to prevent recurrence of such conduct, and will also develop procedures to accomplish this end. This policy applies to conduct directed toward persons associated with the educational community by all other persons associated with the educational community including, but not limited to, students, District employees, the School Committee, school volunteers, and independent contractors.

### **I. What Is Discrimination, including Harassment?**

- A. Discrimination: Treating persons differently, or interfering with or preventing them from enjoying the advantages or privileges afforded to others because of their membership in a protected class.
- B. Harassment: Oral, written, graphic, electronic, or physical conduct relating to a person’s actual or perceived membership in a protected class that is sufficiently severe, pervasive or persistent so as to interfere with or limit that person’s ability to participate in the District’s programs or activities by creating a hostile, humiliating, intimidating, or offensive educational environment.

Harassing conduct based on a person’s protected status may include, but is not limited to:

- Degrading, demeaning, insulting, or abusive verbal or written statements;
- Taking personal belongings, taunting, teasing, name-calling, or spreading rumors;
- Drawing or writing graffiti, slogans, visual displays, or symbols on school or another’s property;
- Telling degrading or offensive jokes;
- Unwanted physical contact of any kind;
- Physical violence, threats of bodily harm, physical intimidation, or stalking;
- Threatening letters, emails, instant messages, or websites that come within the scope of the District’s disciplinary authority;
- Defacing, damaging, or destroying school or another’s property.

- C. Sexual Harassment: Conduct on the basis of sex that satisfies one or more of the following:
  - i. A school employee conditioning education benefits on participation in unwelcome sexual conduct (i.e. quid pro quo); or
  - ii. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school’s education program or activity; or
  - iii. Sexual assault (as defined in the Clery Act as: any sexual act directed against another person, without consent of the victim, including instances where the victim is incapable of giving consent), dating violence, domestic violence, or stalking (as defined in the Violence Against

Women Act as: engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.).

## **II. Responsibilities of all Persons Associated with Educational Community**

Each member of the educational community is personally responsible for ensuring that his/her conduct does not in any way harass or discriminate against any other person that he/she has contact with in the performance of his/her duties or studies or while acting as a member of the school community. In addition, each member of the educational community is required to fully cooperate in any investigation of alleged discrimination, including harassment. Further, District employees are obligated to intervene and stop any discrimination, including harassment they witness and to immediately report to the appropriate party instances of discrimination, including harassment that are reported to them or of which they otherwise learn.

## **III. Designated Officials for Addressing Discrimination and Harassment Complaints**

The Civil Rights Coordinator(s) and Title IX Coordinators are responsible for receiving reports and complaints of violations of this Policy. Individuals may file a report or complaint of discrimination, including harassment, with the Civil Rights Coordinator(s) and/or Title IX Coordinators. If the complaint involves allegations of discrimination based on disability, the person filing the complainant also has the option to file his/her complaint with the building level 504 coordinator. A report or complaint of a violation involving the Civil Rights Coordinator(s) and/or Title IX Coordinators should be filed with the Superintendent. A report or complaint of violation involving the Superintendent should be filed with the Committee.

The Civil Rights and Title VI Coordinator:

[Insert: name, title, address, phone number, and email address]

Title IX Coordinators:

[Insert: name, title, address, phone number, and email address]

The school will have both a male and female Title IX Coordinators. The contact information for the Title IX Coordinators will always be prominently displayed on the school's website.

Section 504/Title II Coordinator:

[Insert: name, title, address, phone number, and email address]

## **IV. Procedure for Reporting Discrimination and Harassment**

The following complaint procedure has been established to ensure prompt and effective investigation into allegations of discrimination, including harassment.

A person who believes that he or she had been discriminated against, including being harassed may, to the extent that they feel comfortable, immediately:

1. confront the harasser(s) or person believed to be discriminating against him/her;
2. state the conduct that he/she objects to;
3. indicate that he/she finds such conduct offensive, intimidating and/or embarrassing;
4. insist that the person(s) engaging in the conduct stop the conduct immediately; and/or
5. report the conduct immediately to the Civil Rights Coordinator(s);



If the individual with the concern is not comfortable with such a confrontation, or feels that such a confrontation is unsafe and/or otherwise inappropriate, he/she should instead report the situation to the Civil Rights Coordinator(s). Reports/complaints are to be filed within ninety (90) days after the conduct complained of occurred or within the time the individual reasonably becomes aware of the conduct. (Note: this filing period may be extended for good cause.) Reports/complaints filed after ninety (90) days will still be accepted, however, it is important to know that the investigation may be impeded due to the passage of time after the conduct or occurrence. The report can be written or oral and should consist of the following:

1. the specific conduct objected to,
2. the date(s) and time(s) such conduct took place,
3. the name(s) of the alleged harasser(s) or person believed to be discriminating against them,
4. the location(s) where the conduct occurred,
5. the name(s) of any witness(es),
6. action sought to remedy the situation, and
7. any other details or information requested by the designated official.

The individual can contact the Civil Rights Coordinator(s) to file a report/complaint as well as to seek assistance in the filing of a report/complaint. If a report/complaint is filed, the person should provide the Civil Rights Coordinator(s) with any documentation (emails, notes, pictures, etc.) or other information in support of the allegation of discrimination, including harassment.

#### **V. Investigation of Complaints**

Upon receipt of a report or complaint, the Civil Rights Coordinator(s) should conduct a prompt investigation. The investigation must allow for the complainant, the subject of the complaint, the alleged harasser, and any other appropriate party to provide information, including witnesses or other evidence, relevant to the consideration and resolution of the complaint. The Civil Rights Coordinator(s) will also endeavor to promptly interview and obtain detailed written statements from potential witnesses. If further documentation or information is necessary, the Civil Rights Coordinator(s) will notify the appropriate party, asking that the information be provided within ten (10) school/working days.

The District will take interim steps, as necessary, to ensure the safety and well-being of the complainant and the alleged harasser while the investigation is being conducted. Interim measures are available even if the complainant does not file or continue to pursue a complaint. The Civil Rights Coordinator(s) shall notify the complainant and the alleged harasser of specific types of interim measures available, which may include measures to avoid contact with the other party, allowing employees to change work situations as appropriate, or prohibiting contact between the parties pending the results of the District's investigation. At any time, a complainant or the alleged harasser may request either orally or in writing to the Civil Rights Coordinator that specific interim measures be taken pending the outcome of the investigation.

A written determination regarding the complaint and any resolution will be provided by the Civil Rights Coordinator to the complainant and the alleged harasser within thirty (30) school/working days of the complaint. The determination of whether the District's antidiscrimination policy has been violated will be based upon a preponderance of the evidence standard.

The complainant or the alleged harasser may request reconsideration of the determination and/or resolution of a complaint by notifying the Superintendent in writing or verbally within seven (7) school/working days of receipt of the written determination of the Civil Rights Coordinator. The

Superintendent or his/her designee will respond to such request with notice to both parties within (30) thirty school/working days of receipt of the request for reconsideration; his/her decision is final.

If a violation is found to have occurred, the District will take steps to prevent recurrence of the violation and correct its discriminatory effect on the person(s) affected. Such steps may include appropriate disciplinary action, counseling, development of a safety plan and other remedies, as appropriate.

#### **VI. Consequences of Violating Policy - Discipline & Discharge**

Any employee who violates this policy will be subject to disciplinary action consistent with the contractual provisions governing his/her employment. In appropriate circumstances, the District may also refer the matter to law enforcement officials for possible prosecution.

Any student who violates this policy will be subject to disciplinary action which may range from detention, suspension from schools, or expulsion from school. (Note: students with disabilities will be subject to the applicable disciplinary procedures set forth in the Students' Rights and Responsibilities District handbook, which adhere to Individuals with Disabilities Education Act and Section 504 of Rehabilitation Act of 1973.) In appropriate circumstances, the District may also refer the matter to law enforcement officials for possible prosecution.

#### **VII. Confidentiality**

Investigations of discrimination, including harassment complaints shall be conducted in such a manner as to disclose information only to those with a need to know or those who may have information pertinent to the investigation. Please note, some level of disclosure may be necessary in the course of conducting interviews in connection with investigation of any complaint under this policy. The District shall endeavor to keep such information as confidential as it can without compromising the thoroughness of the investigation.

#### **VIII. State and Federal Authorities**

In addition to the process described above, the complainant may, at any time, file a complaint with the U.S. Department of Education Office for Civil Rights, Massachusetts Commission Against Discrimination, Massachusetts Department of Elementary and Secondary Education, or other appropriate federal or state agency charged with enforcement of state and federal laws prohibiting discrimination, including harassment based on membership in a protected class.

U.S. Department of Education  
Office for Civil Rights  
5 Post Office Square  
8th Floor, Suite 900  
Boston, MA 02109-3921  
Telephone: (617) 289-0111 <http://www.ed.gov>

Massachusetts Commission Against Discrimination  
436 Dwight St., 2nd Floor, Rm. 220  
Springfield, MA 01103  
Telephone: (413) 739-2145

Massachusetts Department of  
Elementary and Secondary Education  
75 Pleasant Street

Malden, MA 02148-4906  
Telephone: (781) 338-3000

### **IX. Procedure for Reporting and Investigating Harassment on the Basis of Sex**

**Reporting:** Any person may file a report of sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), at any time either in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. However, if a person files a false complaint in bad faith, knowingly and intentionally, they will be subject to discipline.

**Investigations:** The school is considered to have actual knowledge of a sexual harassment complaint if notice of sexual harassment or an allegation of sexual harassment is provided to a Title IX Coordinator, any school official, or any school employee. The School will investigate every formal complaint (which may be filed by a complainant or by a school's Title IX Coordinator). If the alleged conduct does not fall under Title IX, then a school may address the allegations under the school's code of conduct and can still provide supportive measures. The school is required to investigate the allegations in a complaint, send written notice of the allegations to both parties upon receipt of a formal complaint, and investigate under specified procedures.

The School will investigate and adjudicate formal complaints of sexual harassment using a grievance process that incorporates due process principles, treats all parties fairly, and reaches reliable responsibility determinations. The school's grievance process will:

- Give both parties written notice of the allegations, an equal opportunity to select an advisor of the party's choice (who may be, but does not need to be, an attorney), and an equal opportunity to submit and review evidence throughout the investigation;
- Use trained Title IX personnel to objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party;
- Protect parties' privacy by requiring a party's written consent before using the party's medical, psychological, or similar treatment records during a grievance process;
- Obtain the parties' voluntary, written consent before using any kind of "informal resolution" process, such as mediation or restorative justice, and not use an informal process where an employee allegedly sexually harassed a student;
- Apply a presumption that the respondent is not responsible during the grievance process (often called a "presumption of innocence"), so that the school bears the burden of proof and the standard of evidence is applied correctly;
- Use the preponderance of the evidence standard for all complaints of harassment on the basis of sex, regardless of whether the complaint is against students or district employees;
- Ensure the decision-maker is not the same person as the investigator or the Title IX Coordinator (i.e., no "single investigator models");
- Parties may submit written questions for the other parties and witnesses to answer;
- Protect all complainants from inappropriately being asked about prior sexual history ("rape shield")
- Send both parties a written determination regarding responsibility explaining how and why the decision-maker reached conclusions;
- Effectively implement remedies for a complainant if a respondent is found responsible for sexual harassment;
- Offer both parties an equal opportunity to appeal;

- Protect any individual, including complainants, respondents, and witnesses, from retaliation for reporting sexual harassment or participating (or refusing to participate) in any Title IX grievance process;
- Make all materials used to train Title IX personnel publicly available on the school's website or, if the school does not maintain a website, make these materials available upon request for inspection by members of the public; and
- Document and keep records of all sexual harassment reports and investigations for at least seven years.

### **Record Keeping for Sexual Harassment Complaints**

Records relating to complaints of sexual harassment must be kept for not less than seven years. Such records include: records of a school's investigation (including notices, the determination, investigative report, disciplinary measures or remedies, etc.); records of any appeals and materials associated with the appeal; records of any supportive measures taken in response to a complaint of sexual harassment (even if the complainant does not file a formal complaint); records of any informal resolution process; all materials used to train Title IX Coordinators, Investigators, decision makers, and those facilitating an informal resolution. The training materials must be kept on the School's website.

### **Retaliation is prohibited.**

Any person who experiences retaliation for exercising their rights under Title IX can file a retaliation complaint with the Title IX Coordinator. The school will keep the names/identity of parties and witnesses confidential unless such disclosure is required under another law, or is necessary to conduct a thorough grievance procedure.

### **Supportive Measures**

When alleged sexual harassment is reported, the Title IX Coordinator must inform the victim to their right of supportive measures even if not formal complaint is filed. The school must consider the alleged victim's wishes with respect to supportive measures. Supportive measures for those involved in the sexual harassment complaint process may include: counseling, extending deadlines, modifications of work and/or class schedules, school escort services, increased school security and/or monitoring, mutual restrictions on contact between the individuals involved through a safety plan.

Supportive measures will be kept confidential whether they are provided to the alleged victim or accused person to the extent the confidentiality will not interfere with the supportive measure offered.

Legal References: Title VII, Section 703, Civil Rights Act of 1964 as amended 45  
Title VI of the Civil Rights Act of 1964  
Federal Regulation 74676 issued by EEO Commission  
Education Amendments of 1972, 20 U.S.C. 1681 et seq. (Title IX), as amended  
Board of Education 603 CMR 26:00  
Rehabilitation Act of 1973, Section 504, as amended  
Title II, Americans with Disabilities Act of 1992, as amended

June 29, 2020

Dear School Committee Members,

The Mount Greylock Regional School District Special Education Parents Advisory Council (hereinafter “the PAC”) is a statutorily mandated body pursuant to M.G.L. c. 70B §3.<sup>1</sup> Our statutory obligation is to advise you regarding issues pertaining to matters regarding the education and safety of students with disabilities. It is that legal obligation which necessitates us to advise you today.

On June 24, 2020 the PAC convened and voted unanimously to advise the members of the Mount Greylock Regional School District Committee (hereinafter “School Committee”) to address certain statements made by Steven Miller in the June 11, 2020 School Committee meeting. Multiple families have contacted the PAC to express significant concern over Mr. Miller’s proposal, including families who have not yet received a meaningful response by the School Committee regarding their concerns.

Specifically, Mr. Miller’s statement, “It is OK for people to get sick. We cannot prevent that, and I don't think any of us want to live in a permanent bubble,”<sup>2</sup> is particularly concerning. No member of our school community is expendable. The PAC would remind the school committee that we have students in the Mount Greylock Regional School District (hereinafter “MGRSD”) who are medically fragile, who have underlying medical conditions and for whom contracting COVID-19 could be fatal. Simultaneously, it is the MGRSD’s responsibility to educate all students safely. We recognize the importance, seriousness and complexity of this juxtaposition.

Mr. Miller’s monologue went on for several minutes without one member of the School Committee objecting to, interrupting, or controverting Mr. Miller’s statements. By entertaining such statements in an unchallenged way, the School Committee is now causing fear and anxiety among those families who desperately want Mount Greylock Regional School District to reopen safely, but do not wish to put their children at a significantly higher risk for contracting COVID-19.<sup>a</sup>

All evidence indicates that school-aged children can and have acquired cases of COVID-19.<sup>3</sup> In a review study based on almost 3,000 children who tested positive for COVID-19, younger-aged children tended to get sicker than older children, as did children with co-morbidities, including but not limited to asthma, immunocompromise and cardiovascular disease.<sup>4</sup> A review of 2,143 COVID-19 positive pediatric patients documents the following prevalence for severe illnesses in children by age: 10.6% for <1 years, 7.3% for 1–5 years, 4.2% for 6–10 years, 4.1% for 11–15 years, and 3.0% for ≥16 years.<sup>5</sup> As well, significant lung changes have been documented in children with even mild cases of COVID-19.<sup>6</sup> Multi-System Inflammatory Syndrome has been documented with a latent onset in response to COVID-19 in pediatric samples, leading to

---

<sup>a</sup> All Literature cited herein is available via Dropbox link:

<https://www.dropbox.com/sh/z6c40anua0pv2p1/AADZkRX2SAWgCqsCb3RKPOIia?dl=0>

significant illness and hospitalization.<sup>7</sup> Pregnant women are particularly vulnerable to COVID-19 infections, with infection complicating pregnancies and labor and delivery, including prolonged separations of COVID-19 for positive mothers from their neonates.<sup>8</sup>

Taken together, the extant research points to the need for careful consideration of younger children; children with co-morbidities including asthma and allergies<sup>9</sup>, diabetes, immunocompromised/auto-immune disease; and children with pregnant women and younger siblings at home. Importantly, as this research is emergent and with lingering uncertainty regarding the unknown latent or long-term effects of having a COVID-19 infection for the pediatric population, acting with an abundance of caution in reopening plans is warranted for the health and safety of all children and families who will study and work in the MGRSD.

It is uncontroverted that school children can spread COVID-19.<sup>10</sup> Additionally, some schools that have reopened in South Korea, Israel, France, and most recently Australia have been forced to close due to clusters of infections occurring within the school communities.<sup>11</sup> Empirical evidence regarding the impact of COVID-19 on children remains scarce due to the novel nature of the virus. Whether mild, subclinical cases seen in children contribute to community spread is a point of debate. The article in *Nature* widely cited to justify school openings, including DESE, notes that the extent to which subclinical infections are contagious *remains uncertain and requires further study*.<sup>12</sup> It has been suggested that although children may have milder symptoms, they nonetheless contribute to community spread. Children ages 0-14 were reported to have a lower risk of infection than individual ages 15 to 64.<sup>13</sup> Youth above age 15 are thought to have the same susceptibility to contracting and becoming ill from the virus, and capacity for community spread, as adults.<sup>14</sup> Such evidence has critically important indications for applying a developmentally nuanced approach to reopening our Pre-K through grade 12 district. As reported by Zhang, et al. in *Science*, June 26, 2020, “Overall, school based closure policies are not sufficient to entirely prevent a COVID-19 outbreak, but they can affect disease dynamics and hence hospital surge capacity.”<sup>15</sup> It thus follows that careful decision-making regarding school opening in the context of COVID-19 is imperative for the overall health of the community at large.

Further complicating reopening decisions is the guidance issued by DESE and their reliance on particular studies that are problematic. For example, DESE indicates that social distancing in schools at a distance of 6 feet is ideal, but only 3 feet is mandatory. The 3-foot standard is based upon a compilation study in the *Lancet*, which was not exclusive to COVID-19, but utilized studies of other illnesses and not the novel coronavirus.<sup>16</sup> It is troubling that the Commonwealth relied on this study to reduce social distancing guidelines when the study’s conclusion was, “robust randomized trials are needed to better inform the evidence for these interventions, but this systematic appraisal of currently best available evidence might inform interim guidance.”<sup>17</sup> Additionally, the Commonwealth relied upon a non-peer reviewed study of only 31 households to stand for the proposition that it is more unlikely for children to spread COVID-19.<sup>18</sup>

Considerations for reopening are even more nuanced as it applies to children with disabilities. The limited studies available indicate that children with intellectual disabilities, including those with Down Syndrome, ages 17 and under are at higher risk of death from contracting COVID-

19.<sup>19</sup> Children with Autism Spectrum Disorder (ASD) have been identified as a group at higher risk for complications from COVID-19.<sup>20</sup> Recent correspondence in the *Lancet* this month points to the many complexities of COVID-19 for children with ASD, including disruptions to routine, increased sensory sensitivities in mask wearing which could lead to them removing their own mask; difficulties in maintaining physical distance; and other behavioral challenges including removal of the masks of others. These factors need to be considered in school reopening planning. The PAC invites the school committee to collaborate with us when developing reopening plans based on each of the educational models proposed by DESE.

The PAC also noted in our meeting that while children with disabilities and medical complexity pose unique challenges for in-class learning and in-person service delivery, it is often these children who need more services, as mandated by their IEP's and/or medical vulnerability status. For instance, providing physical therapy, speech therapy and occupational therapy via remote learning has thus far required that the parent serve as the "hands" of the therapist—essentially making the parent the direct service provider of special education services. Children with commonplace and relevant chronic health conditions such as asthma, are at increased risk for anxiety.<sup>21</sup> Anxiety may place children and youth at greater risk for poorer respiratory outcomes.<sup>22</sup> Social isolation exacerbates symptomology for children and youth with mental health disabilities.<sup>23</sup> Based on Federal and State regulations, school districts must not neglect the health, safety and needs of children with disabilities when developing reopening plans.

#### THE PAC RECOMMENDATIONS

1. The School Committee must address the comments made in the June 11, 2020 School Committee meeting publicly by reassuring all stakeholders that public health protocols will not be disregarded or taken lightly when planning for the 2020-2021 academic year;
2. The School Committee should respond meaningfully to each parent who has individually written to express their concerns about the content of the June 11, 2020 School Committee meeting;
3. The School Committee should work with the PAC in planning for reopening in order to ensure that children with disabilities and/or medical vulnerabilities to COVID-19, as well as those students who qualify for special education or related services receive a free and appropriate education in the least restrictive environment that it also safe;
4. The School Committee shall follow the best-available public health guidance regarding reopening for the safety of all students, faculty, staff and the community at large. The PAC invites you to read the literature cited in this report (available here in pdf format: <https://www.dropbox.com/sh/z6c40anua0pv2p1/AADZkRX2SAWgCqsCb3RKPOIia?dl=0>) and to continue to stay abreast of the rapidly growing COVID-19 pediatric and disability research.
5. The PAC requests that the School Committee add an agenda item to the next scheduled meeting of the School on July 23, 2020 to discuss reopening and special considerations for students with disabilities, medical complications, as well as those students who qualify for special education and related services;

6. Given the community concern regarding the June 11<sup>th</sup> school committee meeting, The PAC requests a formal written response addressing items 1 and 2 above from the chair of the School Committee by Wednesday, July 1, 2020. Please follow up with a response to Amie Hane: [ahane@williams.edu](mailto:ahane@williams.edu).
7. The PAC looks forward to a response regarding items 3-5 by Wednesday, July 8, 2020. Please also submit this response to Amie Hane at [ahane@williams.edu](mailto:ahane@williams.edu).

We look forward to working with you on behalf of children with disabilities and their families.

MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT  
SPECIAL EDUCATION PARENT ADVISORY  
COUNCIL

Amie Hane, Ph.D. Chair  
Amy L. Perry Mercier, Esq. Vice Chair  
Stephen F. Narey, Esq. Secretary

---

<sup>1</sup> “The school committee of any city, town, or school district shall establish a parent advisory council on special education. Membership shall be offered to all parents of children with disabilities and other interested parties. The parent advisory council duties shall include but not be limited to: advising the school committee on matters that pertain to the education and safety of students with disabilities; meeting regularly with school officials to participate in the planning, development, and evaluation of the school committee's special education programs. The parent advisory council shall establish by-laws regarding officers and operational procedures. In the course of its duties under this section, the parent advisory council shall receive assistance from the school committee without charge, upon reasonable notice, and subject to the availability of staff and resources.”

<sup>2</sup> Dravis, Stephen, “Mount Greylock Committee Member Pushes Back on Talk of Reduced School Capacity,” *iberkshires.com*, June 13, 2020.

<sup>3</sup> Beer, Tommy, “6-Year-Old Tests Positive For Coronavirus, Complicating South Korea's School Reopening Plans,” *forbes.com*, May 25, 2020.

<sup>4</sup> Patel, Neha, “Pediatric COVID-19: A Systematic Review of the Literature,” *American Journal of Otolaryngology*, May 18, 2020.

<sup>5</sup> Dong Y., Mo X., Hu Y., Qi X., Jiang F., Jiang Z., Tong S. “Epidemiological Characteristics of 2143 Pediatric Patients With 2019 Coronavirus Disease in China.” *Pediatrics*. 2020 doi: 10.1542/peds.2020-0702.

<sup>6</sup> X. Lu, *et al.* “SARS-CoV-2 infection in children.” *N Engl J Med*, 382 (2020), pp. 1663-1665.



- 
- <sup>7</sup> Perez-Toledo, Marisol et al. "Serology confirms SARS-CoV-2 infection in PCR-negative children presenting with Paediatric Inflammatory Multi-System Syndrome." *medRxiv : the preprint server for health sciences* 2020.06.05.20123117. 7 Jun. 2020, doi:10.1101/2020.06.05.20123117. Preprint.
- <sup>8</sup> Dashraath, Pradip et al. "Coronavirus disease 2019 (COVID-19) pandemic and pregnancy." *American journal of obstetrics and gynecology* vol. 222,6 (2020): 521-531. doi:10.1016/j.ajog.2020.03.021.
- <sup>9</sup> Brough, Helen A et al. "Managing childhood allergies and immunodeficiencies during respiratory virus epidemics - The 2020 COVID-19 pandemic: A statement from the EAACI-section on pediatrics." *Pediatric allergy and immunology : official publication of the European Society of Pediatric Allergy and Immunology*, 10.1111/pai.13262. 22 Apr. 2020, doi:10.1111/pai.13262.
- <sup>10</sup> Estrin, Daniel, "After Reopening Schools, Israel Orders Them To Shut If COVID-19 Cases Are Discovered," *NPR.com*, June 3, 2020.
- <sup>11</sup> Associated Press, "Asia Today: Virus sets off new school closures in Australia" *abcnews.go.com*, June 23, 2020.
- <sup>12</sup> Davies, N.G., Klepac, P., Liu, Y. *et al.* Age-dependent effects in the transmission and control of COVID-19 epidemics. *Nat Med* (2020). <https://doi.org/10.1038/s41591-020-0962-9>.
- <sup>13</sup> J. Zhang *et al.*, *Science* 10.1126/science.abb8001 (2020).
- <sup>14</sup> J. Zhang *et al.*, *Supra*.
- <sup>15</sup> J. Zhang *et al.*, *Supra*.
- <sup>16</sup> Chu, et al., "Physical distancing, face masks, and eye protection to prevent person-to-person transmission of SARS-CoV-2 and COVID-19: a systematic review and meta-analysis," *The Lancet*, June 27, 2020.
- <sup>17</sup> Chu, et al., *Supra*.
- <sup>18</sup> Zhu, et al., "Children are unlikely to have been the primary source of household SARS-CoV-2 infections," <https://www.medrxiv.org/content/10.1101/2020.03.26.20044826v1>, March 30, 2020.
- <sup>19</sup> Turk, et al. "Intellectual and Developmental Disability and COVID-19 Case-Fatality Trends: TriNetX Analysis," *Disability Health Journal*, May 21, 2020.
- <sup>20</sup> CDC COVID-19 Response Team. "Preliminary Estimates of the Prevalence of Selected Underlying Health Conditions Among Patients with Coronavirus Disease 2019 - United States, February 12-March 28, 2020." *MMWR. Morbidity and mortality weekly report* vol. 69,13 382-386. 3 Apr. 2020.

---

<sup>21</sup> McGovern, Colleen Marie et al. "COPE for asthma: Outcomes of a cognitive behavioral intervention for children with asthma and anxiety." *School psychology (Washington, D.C.)* vol. 34,6 (2019): 665-676. doi:10.1037/spq0000310.

<sup>22</sup> Doupnik, Stephanie K et al. "The Influence of Comorbid Mood and Anxiety Disorders on Outcomes of Pediatric Patients Hospitalized for Pneumonia." *Hospital pediatrics* vol. 6,3 (2016): 135-42. doi:10.1542/hpeds.2015-0177.

<sup>23</sup> Matthews, Timothy et al. "Social isolation and mental health at primary and secondary school entry: a longitudinal cohort study." *Journal of the American Academy of Child and Adolescent Psychiatry* vol. 54,3 (2015): 225-32. doi:10.1016/j.jaac.2014.12.008.