

**Tentative Agreement - March 11, 2021**  
MEMORANDUM OF AGREEMENT BETWEEN  
THE PELHAM SCHOOL BOARD AND  
THE PELHAM EDUCATION ASSOCIATION (PEA) AND  
THE PELHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (PESPA)

THIS MEMORANDUM OF AGREEMENT is entered into by the Pelham School Board ("Board"), the Pelham Education Association and the Pelham Educational Support Personnel Association ("Associations").

WHEREAS, the District Administration desires to ensure staff continue to have limited access to 10 days of COVID related leave for the duration of the 2020-2021 school year; and

WHEREAS, The Board supports a limited allocation of the COVID related leave; and

WHEREAS, The parties acknowledge that any changes in federal law prior to June 30, 2021 will supercede this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows for the time period of January 1, 2021 through June 30, 2021:

1. If an employee is required to be excluded from work due to a finding by the administration that the employee has been exposed to COVID-19 while at work, the District will provide up to 10 days of COVID related leave for the time of exclusion from work without charging the sick bank or the employee's individual sick leave.
2. This would not be a new allotment of 10 days. These 10 days of COVID related leave would be calculated as if it were a carryover of Emergency Paid Sick Leave which was available under the original FFCRA law that was enacted in March 2020. If an employee has already used 10 days of Emergency Paid Sick Leave through FFCRA, or a combination of Emergency Paid Sick Leave and COVID related leave under this agreement, they must then use their own sick time for exclusions from work due to an exposure at work.
3. This does not apply to an employee in any other circumstances including one who tested positive for COVID-19 and so is actually sick, was exposed outside of work and excluded from work, engaged in high risk travel and excluded from work, was approved to work remotely, or showed symptoms of COVID-19.
4. Employees will continue to use sick leave as before for all other eligible reasons. This Memorandum of Agreement does not set any precedent or practice that will be binding on the district or the association in the future.
5. All days of COVID related leave must be approved and tracked through the Superintendent's Office. The District Administration will make the final decisions regarding the process.

*J.B.*

*D.D.*

*E.M.*