

MEMORANDUM OF AGREEMENT

BETWEEN

AMHERST, PELHAM AND REGIONAL SCHOOL DISTRICTS

AND AMHERST-PELHAM EDUCATION ASSOCIATION.

In collaboration with the Superintendent, District School Committees, and the Amherst-Pelham Education Association, we value and uphold the top priority placed on safety, health, and well-being for all in our school-wide community at this unprecedented time. We are in the midst of a global health crisis, necessitating a shift in our teaching and learning priorities. We cannot and are not expected to replicate the traditional school day or learning environments under these circumstances, nor can we expect parents to take on the role of their child's teachers. The Public Schools of Amherst and Amherst Region and the APEA understand that this national emergency is a time of great stress, and are committed to working closely and collaboratively together in the best interests of all of our students, families, and staff.

Statement of Release of liability for materials posted online for distance learning.

The following statement was shared with all families and staff and will be enforced to support staff during this transition:

<https://drive.google.com/file/d/12hRRZ1LI-ghpEQXauTk5Ioe724LDWsu5/view>

Topics for bargaining related to Sick Time, PTS/non-PTS, Evaluations, etc

The Amherst-Pelham Regional Schools and the APEA recognize that the existing supervision and evaluation tools were not designed for this period of school closure that necessitates distance learning. We recognize that remote learning stretches our thinking and challenges all of us to find new ways of engaging in the teaching and learning process. We acknowledge that the demands placed on ARPS staff will be challenging; therefore, we agree that:

A. All ARPS staff who most recently received an overall evaluation as "Proficient or Exemplary" with professional teaching Status (Unit A), or past their probationary period (Units B and C) will be considered "proficient" or "exemplary", or to have met the standards for their position for the 2019-2020 school year. No staff who are considered proficient or exemplary will be required to complete evidence submission of artifacts.

All Directed Growth Plans, Improvement Plans, or other plans designed to remediate staff performance will resume when the period of school closure ends, unless the supervisor has sufficient evidence to find them proficient for this year. Staff who have been moved from one of the above mentioned plans and

are now considered “proficient” will not be required to complete evidence submission, but said staff are encouraged to provide such evidence. No observations of practice shall take place during the period of school closure.

B. For the 2019-2020 school year, the evaluations of non-professional teacher status educators will rely on observations that occurred prior to March 13. This shall not limit the evaluator’s requirement to perform follow up observations as described in Appendix A, Subsection 11 (A) (iii). Educators will complete evidence submission as practicable given the context of the state of emergency.

Supervisors/administrators will complete the summative evaluation. No observations of practice shall take place during remote learning

Non-PTS educators will upload evidence/artifacts into My Learning Plan by the end of the day on Thursday, May 21st. Administrators will complete the summative evaluation by the end of the day on Thursday June 4th. Educators may request to meet with administrators to discuss their evaluations in line with the current process described in the Collective Bargaining Agreement.

C. The evaluation provisions of the applicable collective bargaining agreements shall otherwise be deemed waived for the 2019-2020 school year. Accordingly, the APEA and the District agree that there will be no grievances filed due to procedural violations in evaluations conducted during the 2019-2020 school year. Unless the process was not followed in accordance with the CBA prior to March 13th.

D. The Districts retain the right to non-renew educators without professional teacher status (Unit A) and not retain employees in Units B and C that have not yet successfully completed the applicable probationary period.

E. For the entire period of the emergency closure, all Unit A, B, and C staff will be credited with time toward PTS, years of service, and seniority.

F. For the duration of the current state of emergency, no employees shall be charged sick time for absences due to illness up to three days, nor shall they be required to use the Aesop/Frontline reporting platform, as no substitutes will be assigned. The employee shall notify their administrator and, to the extent that their health allows, update any templates, schedules or postings to indicate that a change in assignments or activities will occur through approved district communication tools such as Google Classroom, email, and/or Class Dojo. If and when safe and practicable to acquire a note from their health care provider, the employee shall submit a copy to their administrator.

Employees who are unable to perform remote duties should submit a notice to their Administrator. If such request is based upon the Family First Coronavirus Response Act (FFCRA), then the District will determine whether the request meets the requirements of said Act. If an employee is unable to perform remote duties for reasons not covered by the FFCRA, they would be eligible for leave in accordance with the Collective Bargaining Agreement. If and when safe and practicable to acquire a note from their health care provider, the employee shall submit a copy to their administrator.

G. Essential employees may be subject to recall from remote duties for in person work during the current school closure. Employees can expect 36-48 hours' notice of recall. Massachusetts and local DPH guidelines for social distancing and safety will be followed. An employee subject to recall may submit a request to the Superintendent's office, to be excused from the recall and continue to remain on paid administrative leave. No requests for leave will be unreasonably denied; provided they do not interfere with the Districts' educational/operational needs. If such request is based upon the Family First Coronavirus Response Act (FFCRA), then the District will determine whether the request meets the requirements of said Act. The Association will be provided a copy of the notice to any recalled employee. If an employee is unable to perform in person work for reasons not covered by the FFCRA, they may be eligible for leave in accordance with the Collective Bargaining Agreement. If and when safe and practicable to acquire a note from their health care provider, the employee shall submit a copy to their administrator.

H. The confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during the closure period cannot be guaranteed. In the event IEP meetings, or other meetings, which trigger privacy issues, are conducted during the closure period, the District shall assume any and all liability for student privacy violations which may occur, including FERPA, assuming staff members did not disclose private information that would have constituted a violation during a typical, in-person meeting, provided the employee is acting within the scope of the employee's employment and has not committed any intentional act that violates said privacy rights and/or laws.

I. Recognizing that while teachers and staff are mandated reporters, the closure of the schools during the COVID-19 pandemic and the implementation of remote learning creates novel and unique challenges to ensuring the safety of students in locations outside the control of the schools. Any allegations that a teacher failed to report abuse or neglect will be evaluated in light of the novel and unique challenges of distance learning.

J. Should teachers need assistance with students who are not participating, or otherwise not performing any assignments or lessons, the teacher shall inform the building Principal, who shall address the issue accordingly, either themselves or with the assistance of guidance or other non-teaching staff.

K. No members of APEA Units A,B, and C shall be subject to any disciplinary action, or evaluation of lesson planning, implementation, delivery, parent contact and/or student assessment associated with distance learning due to the unique health crisis circumstances surrounding this Agreement assuming the core expectations of student and staff interactions are met. The provision of any daily or weekly learning options (including documentation for students with special needs or Ell students as required by DESE,) will be completed through approved District formats (i.e. staff created District templates, and maintained through) Google Classroom, Google Sites, Remind, emails, and, will provide educators, of Special Education students, English Language Learners, and Secondary students, with documentation of the learning options shared during the emergency closure. Educators, who provide classes to secondary students, for whom credits may impact their post-secondary plans or future planning, may use that documentation for supporting requisite determination of credit/non-credit course completion .

L. Communications between teachers/staff and students/parents should be through school email and/or school-approved online platform(s), such as Google Meet video/audio calls and tools such as Remind or Class Dojo, that provide protections for teachers/staff members' privacy. Teachers/staff shall not communicate via other electronic communication tools, e.g., personal email, phones not using the above-mentioned technology, text, unless they request and obtain prior approval from their supervisor.

M. The APEA Unit A contract lists a number of Extra Curricular Duty Stipends. We agree that:

a. Stipends for responsibilities that were completed for the year before Friday, March 13, 2020, will be paid in full.

b. Stipends for responsibilities that are ongoing throughout the year and continue through the period of emergency closure will be paid in full.

d. Those serving in stipended roles for extra-curricular duties that were ongoing throughout the year or began after January 1, which cannot be fulfilled during the current emergency, shall be prorated based on the number of the days in the year.

e. Those planning to serve in stipended roles that had not yet begun by March 13 will not receive stipends due to the emergency closure.

f. We agree that we will work collaboratively to resolve any issues with the payment of stipends per this Agreement.

N. This Memorandum of Agreement is temporary and will stay in force and effect until the District reopens school buildings, or June 18, 2020, whichever is earlier. It will not be extended unless by mutual agreement.

O. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Committee or the Association in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

For the Association

For the District, on behalf of the School Committees
