

**Memorandum of Agreement between
the
Mt. Greylock Regional School Committee and
The Mt. Greylock Regional Education Association**

Subject to and contingent on ratification:

1. The District and Association approach this COVID-19 school closure and pandemic with the expectation that they will work cooperatively to provide students the best possible educational experience and connection to their school community, and support to its employees during this unprecedented time.
2. During this period of the Commonwealth of Massachusetts' COVID-19 mandatory closure of the School District commencing on March 16, 2020 (“COVID-19 closure period”), the District shall expect all bargaining unit members to work remotely (hereinafter “remote learning”) in accordance with DESE guidance. Bargaining unit members shall continue to receive full pay and benefits provided they are fulfilling the duties laid out in this Agreement.
3. Employees shall not have accumulated leave deducted while participating in provided they are fulfilling the duties laid out in this Agreement. Employees are to remain available during normal work hours, when possible. Employees shall not travel or vacation unless prior authorization has been granted by their supervisor.
4. The parties to this agreement recognize that the evaluation instrument is unable to be completed as outlined in the Collective Bargaining Agreement. Any negative evaluation feedback during the period of school closure will be reserved for cases where the bargaining unit member fails after written notice, which shall include the opportunity to discuss with the administrator, to comply with the duties laid out in this Agreement. For individuals on direct growth or improvement plans the time period of the evaluation plan shall resume at which point the school closure ends. i.e. if an employee was on an improvement of 30 instructional days, and had completed 15 instructional days at the point of school closure, the employee would have an additional 15 instructional days on the improvement plan when school reopens.
5. During the period of school closure, determination of PTS, subject to any guidance issued by DESE or legislature. If no guidance is provided, the Parties agree to negotiate this issue.
6. All staff recognizes the importance of maintaining confidentiality and is committed to upholding it to whatever extent possible. Given the uniqueness of the current remote learning situation, the confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during the closure period cannot be guaranteed. In the event of IEP meetings, District directed meetings, or teacher direct education services using District approved learning resources (Zoom for Education, Google Suites, Class Dojo, or Canvas) 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 directly related to the District remote platform used for such meetings, including FERPA.
7. 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. Bargaining unit members are expected to comply with their obligations as mandatory reporters in accordance with M.G.L. c.51 Section 119A to the extent reasonable based on the unique challenges of remote learning.

8. The Committee shall provide teachers and staff with the hardware (iPad, Laptops, or Chromebook) and software necessary to perform their remote learning responsibilities as identified in the previously distributed District survey to the extent practical. All teachers and staff shall receive adequate training in the hardware, software and/or online platforms. The District will provide additional training if requested.

9. If bargaining unit members do not have internet or sufficient internet bandwidth in their homes they shall address this concern with the building Principal, in order to explore alternative means to provide remote learning opportunities for all students. If the bargaining unit member has any concerns about the alternative means for providing remote learning after discussing the issue with their supervisor, the Association will be consulted.

10. During the period of school closure, Teachers shall:

All Teachers:

- Seek a balance between learning through technology and remote learning that happens offline to support students' curiosity and understanding. Interdisciplinary approaches and project-based learning that creatively engage students with their own passions as well as activities that get them outdoors in nature are strongly encouraged.
- Consistent with DESE guidelines, focus on reinforcing skills already taught this school year and applying and deepening these skills. In some cases, teachers and students may wish to continue with new material, particularly at the high school level. In these cases, the District should consider equity of access and support for all students.
- Students shall receive feedback, but no assignments or assessment will be graded. Students will be marked for either credit or no credit, based on criteria established by the District, for assignments or assessments completed.
- Collaboration among colleagues to learn and support each other will be crucial during the school closure. Teachers will be required to attend one (1) remote meeting of up to forty-five (45) minutes as Directed by the Principal per week, which may be a staff, departmental meeting, or collaborative planning meeting.

Grades PreK-6

- PreK-6 classroom and special education teachers are recommended to use Google Classroom as a district supported platform for storage of lessons and/or assignments and feedback. Specialist teachers will use a shared Google Doc to house and share weekly lessons.
- Using Google Classroom/email all teachers will send out a schedule or list of assignments/projects by Monday outlining the week's assignments. It is expected that the schedule will include a combination of educator-directed learning and student self-directed learning. A template for a weekly outline/agenda for student learning will be provided to all teachers. Physical Education, Music, Library, Computer/Media Specialist, and Art teachers will provide families with daily recommendations of activities. Total student learning time should equal approximately three (3) hours per day for students.
- Teachers will have direct daily contact with students where teachers can use recorded or live video or audio to provide instructional content to reinforce skills already taught this school year (applying and deepening those skills), as well as maintaining social-emotional connections. Over the course of the next two (2) weeks, those that need additional supports and/or training will be provided training in order to implement direct contact. All teachers will make efforts in the first week to meet this requirement.
- All teachers will establish virtual office hours between the hours of 8:00 a.m. and 7:00 p.m. (using approved district platforms such as Zoom for Education, Google Suites, or conference call) at least three (3) times per week for twenty (20) minutes. This time will be constant each week. Teachers are

- responsible to notify students if there is a schedule change.
- Special education teachers will collaborate with general educators at least once weekly to modify classroom assignments. If a regular education teacher is using Google Classroom, the special educator will be invited to be a member of that classroom.
- Special education teachers and related service providers will be in touch with students using District virtual platforms or telephone individually or in small groups to provide services and support.
- Teachers will notify building administration immediately with concerns around student work completion or well-being using a form created by Administration.
- Teachers will check email and other communication means at least twice a day and respond to student and/or parent inquiries as appropriate in a timely manner.

Grades 7-12

- Teachers will assign approximately 2.5 hours of work for students to do each week for each scheduled courses. This work includes but is not limited to instruction, review, course participation, and assessments.
- Teachers can elect to use Canvas or Google Classroom as platforms to post assignments and resources. All teachers will send out a list of assignments/projects for the coming week by Monday morning. Teachers assigning longer, multi-week assignments/projects, will provide scaffolding and/or check-ins by each Monday morning.
- Teachers will have direct contact with students where teachers can use recorded or live video or audio to provide instructional content and/or maintain social-emotional connections. Teachers will participate in a minimum of twenty (20) minutes of direct, interactive engagement with each class per week. Over the course of the next two (2) weeks, those that need additional supports and/or training will be provided training in order to implement direct contact. All teachers will make efforts in the first week to meet this requirement.
- A schedule will be developed and distributed by Administration to ensure there are no conflicting “meeting times”
- Teachers will establish a minimum of three (3) thirty (30) minute sessions of office hours per week based upon the rotating schedule to be available for additional student support.
- Teachers will check email and other communication vehicles twice a day and respond in a timely fashion to student and/or parent inquires as appropriate
- Teachers will collaborate with special educators and guidance counselors by inviting appropriate members to their learning platforms and sharing assignments via an appropriate means. Teachers who require support modifying assignments should reach out directly to special educators.
- Teachers -- across grade levels and/or departments -- are encouraged to have common planning time, collaborate on interdisciplinary projects, and share resources.
- Teachers will continue to use PowerSchool to record completion of assignments.
- Special education teachers and related service providers will be in touch with students using District virtual platforms or telephone individually or in small groups to provide services and support.

11. The parties recognize the importance of the right of teachers to maintain privacy in their homes. To this end, teachers will be able access virtual backgrounds and will be provided access to headphones by the District, at the teacher’s request, to maintain privacy.

12. Should teachers need assistance with troubleshooting technological issues, they should contact the school identified technology person.

13. Mt. Greylock will continue to provide, at no cost, online professional development opportunities. This will include professional development through professional organizations and Public School Works. Professional Development opportunities will be sent to staff members through Mt. Greylock email. Teachers who complete District provided online professional development can request copies of certificates or receipts upon completion of the required work through the HR Office. Teachers may request additional professional

development and/or a teacher designed professional development plan, which is subject to the Administration approval.

14. Should teachers need assistance with students who are not participating, or otherwise not performing the required lessons, the teacher shall inform the building principal who shall address the issue accordingly.

15. Any employee diagnosed with COVID-19 or reasonably suspects will immediately report it to the District.

16. If a quarantined employee is unable to work remotely due to COVID-19 related illness, the employee will be granted paid leave in accordance with the Families First Coronavirus Response Act (FFCRA), if eligible. In the event the employee is not eligible for FFCRA leave, or the employee has used all available FFCRA leave, the employee will be placed on paid medical leave.

17. Employees diagnosed with COVID-19 shall be held out of work for an amount of time as determined by a physician or by recommendations from the Center for Disease Control (CDC) or other governmental agencies. If a diagnosed employee is unable to work remotely due to COVID-19 related illness, the employee will be granted paid leave in accordance with the FFCRA, if eligible. In the event the employee is not eligible for FFCRA leave, or the employee has used all available FFCRA leave, the employee may use sick leave or other paid leave during the period of required absence. Employees lacking enough paid leave days to cover this period shall be allowed access to the employees' sick bank. The sick leave bank will be replenished if the sick leave bank is depleted during the period of this Agreement.

18. Employees who were on leave before the March 16th closure for statutory leave such as FMLA or MPLA may return to work at their sole discretion, provided that they are capable of performing the duties of their position as detailed in this Agreement.

19. Teachers and staff will continue to uphold professional standards during the school closure. Administration will take into account the unique circumstances arising from the school closure. Whenever appropriate, Administration shall attempt to address issues related to responsibilities outlined in this agreement including lesson planning, implementation, delivery, and parent contact and/or student assessment informally before taking formal disciplinary action.

20. All provisions of the collective bargaining agreement between the Committee and the Association shall remain in effect except to the extent such provisions have been durationally modified by this Agreement.

21. This Memorandum of Agreement is temporary and will stay in force and effect until the Governor's school closure order is lifted, or June 30, 2020, whichever is earlier. It will not be extended unless by mutual agreement.

22. 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 Mt. Greylock Educators Association:

Date: _____

For Superintendent and the Mt. Greylock Regional School Committee:

Date: _____