

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW BEDFORD SCHOOL COMMITTEE
AND
THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. – Unit A
April 8, 2020

WHEREAS, the state of Massachusetts has issued a closure of schools in response to the COVID-19 pandemic. The Massachusetts Department of Elementary and Secondary Education has encouraged remote learning opportunities for students.

WHEREAS, the New Bedford School Committee ("Committee") and the New Bedford Educators Association, Inc. – Unit A ("Association") have negotiated changes in terms and conditions of employment for employees represented by the Association as a result of such COVID-19 Pandemic;

WHEREAS, the New Bedford School Committee ("Committee") and the New Bedford Educators Association, Inc. – Unit A ("Association") shall be modified only as specifically provided herein. Current contract language prevails unless otherwise amended in this MOA.

NOW THEREFORE, the Committee and the Association collectively referred to as the "parties", hereby agree as follows:


1. Effective April 7, 2020 all Unit A staff are expected to be available for remote work during their normally scheduled hours. We do not expect remote learning for students to replicate the traditional school day. Remote work may include, but is not limited to grade entry, communication to families/students, data analysis, providing remote instruction/remote instruction assistance, professional development, and other activities related to the Unit A job descriptions. Any disagreement as to what constitutes remote learning/ work for any professional employee will be addressed in a meeting with the NBEA and the District.
2. A schedule of weekly meetings will be given to members. Unscheduled meetings will have 24 hours' notice.
3. All Unit A staff is expected to check their email frequently, throughout the workday, and respond to/acknowledge emails in a timely manner.
4. All Unit A staff working remotely will be paid their full salary, including ELT stipends. No additional hours or stipend payments connected to clubs and/or spring athletics will be paid.
5. Any Unit A staff currently assigned on an Improvement Plan will have their Improvement Plan timelines extended to a period of time equal to the length of the closure period.

6. Any Unit A staff scheduled for a Summative Evaluation shall have a meeting and/or conversation in regard to their evaluation no later than May 24, 2020.
7. Effective March 16, 2020, and ending when onsite school resumes, no observation, either announced or unannounced, shall result in a rating of Needs Improvement or Unsatisfactory in any standard and /or element.
8. Those serving as mentors and mentor coordinators will continue their mentoring activities and receive their mentoring stipends as scheduled.
9. The District will continue to provide guidance and protocols if staff chooses to use video/teleconferencing with students for remote learning.
10. A Committee shall be established consisting of members of the NBEA and the District. This Committee shall meet biweekly and at the request of either party to give feedback and recommendations related to issues resulting from the on-site school closure.
11. This agreement shall sunset when on-site school resumes within New Bedford Public Schools.

Agreed to by the parties on the date(s) indicated below:

New Bedford School District

New Bedford Educators Association, Inc., Unit A



Thomas Anderson, Superintendent



Christopher Garcia, President

Date:

Date: