

Agawam Education Association

Unit B - Hybrid Learning MOU

The Department of Elementary and Secondary Education (DESE) advisory on reopening released on June 25, 2020 requires Districts to develop three (3) plans to educate students, including a plan for hybrid learning. To that end, the District and the Union jointly agree to this Memorandum of Understanding (MOU) for hybrid learning for the 2020-2021 school year. This MOU will not set precedent.

1. Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect.

2. The District and the AEA Union will negotiate all changes from one model to another. The model change shall be made at the end of a marking period or two (2) weeks after an agreement to change models is reached.

At any time, the superintendent, in consultation with the District's local board of health, shall postpone school and pivot models if:

- a) The average positivity rate (which is reported at Weekly COVID-19 Public Health Report) above three (3) percent in the town of Agawam or above five (5) percent in surrounding communities, including but not limited to, Westfield, Southwick, West Springfield, Springfield, and Longmeadow.
- b) A rating of red, under the state's new community COVID-19 ranking model, for Agawam, minus long-term care facility numbers, for two consecutive weeks.
- c) If we run out of agreed upon PPE

At any time, the superintendent, in consultation with the District's local board of health, may postpone school and pivot models if:

- a) Positive tests within the school community
- b) Delay in testing results
- c) Other relative factors

3. Hybrid Instructional Schedule and Parameters:

- Proposed start date for 2020-2021 school year:
 - Tuesday, September 1, 2020.
- Proposed Professional Development:
 - Remote - September 1st, 2nd, & 3rd.
 - In-Building - September 4th.
 - *Remainder of calendar to follow.*
- Students at each school shall be divided into two groups of roughly equivalent numbers. (Group A and Group B).

- Each student group will physically attend school in separate cohorts of the same week.
 - In-Person
 - Cohorts will be set up at each building, wherever possible.
 - Pre-K: students shall be assigned to a classroom allowing for six (6) feet of social distancing
 - Elementary: students shall be assigned to a classroom allowing for six (6) feet of social distancing
 - Middle School and Junior High School: All students shall be assigned to a team in small groups and shall travel in small groups between classrooms.
 - High School: To the extent possible, students will be placed on similar schedules and move together as a cohort. This may require banding of students into similar grade-level or academic-level cohorts.
 - The District shall limit class sizes to a number that appropriately accommodates student's learning space to be six (6) feet apart.
 - Students will have assigned seats.
 - A minimum of six (6) feet distance shall be maintained at all times between individuals.
 - Time for student handwashing will be made available and built into the schedule upon student arrival.
 - Employees who are required to work in the building within specific programs will be provided additional PPE.
 - Paraprofessionals and students (K-12) will be required to wear their own personal masks at all times while in the building, except for "mask breaks" or while eating lunch. Extra disposable masks will be available on an as needed basis.
 - An additional mask break area will be designated that is not within a classroom.
 - Paraprofessionals may oversee student lunches, and will receive their own personal lunch time outside of the classroom.
 - Paraprofessionals who are asked to arrive or stay outside of normal working hours to help with student arrival and release shall receive flex time on Wednesdays.
 - Early Childhood Center paraprofessionals will work in an AM/PM half-day schedule model on Monday, Tuesday, Thursday, and Friday.
 - Wednesdays will be reserved for the school buildings to undergo additional cleaning beyond daily maintenance.
 - All paraprofessionals will work in-person or remotely on Wednesdays, assisting with teacher prep and student learning/check-ins as needed, directed by the supervising teacher and/or building administrator. If a paraprofessional experiences persistent technology issues, the building administrator may ask you to come into the building in order to support teachers and remote students on Wednesdays.
 - One Wednesday a month paraprofessionals are required to attend an hour-long administrative meeting, remotely. To keep consistency, the time of that meeting must be set by the principals at the beginning of the school year.

4. Staff Assignments:

- Paraprofessionals will first be assigned to teachers who are doing both in-person and remote learning.
- Paraprofessionals shall be assigned to grade-level teams or departments to reinforce instruction, provide small group enrichment, or otherwise assist in ensuring student success.
 - A classroom, Title I, or Enrichment Coach paraprofessional will be assigned a cohort to support academically through whole group and/or small group learning.
 - A 1:1, 2:1, SPED, VB/ABA paraprofessional will be assigned to support a student(s) within a cohort model and/or a substantially separate setting.
 - A nova net paraprofessional will support /oversee grad point students as needed
 - A library media paraprofessional will support whole school through library book needs and technology support
 - A counseling paraprofessional will support through Tier I, II, & III PBIS, whole school SEL needs, small group and 1:1 counseling needs.

5. Placement:

- The District agrees to follow the rules and regulations under Title I of the Americans with Disabilities Act (ADA).
- The District agrees to inform the union of all remote positions.
- Staff who have a preexisting condition or are otherwise at high-risk for contracting Covid-19 shall receive first preference for all remote positions provided that they possess the appropriate training required of the position and that they wish to apply.
- Second preference shall go to any staff member who has a family member in their immediate household with a preexisting condition or is otherwise at high-risk for contracting Covid-19 and/or who needs to remain at home to care for a dependent child or other person in the household. If the number of applications at this level exceeds the number of positions, the employee(s) with seniority and/or necessary qualifications shall receive the position(s).
- If any positions remain after the first two preferences, all applicants shall be considered and shall be assigned according to student/IEP support needs.
- If the district does not create enough remote positions to accommodate paraprofessionals who have qualified for leave based on specific reasons related to Covid-19, then those paraprofessionals will teach remotely with a remote and/or in-person teacher or other educator, offering student support where needed, if possible.
- Refusal to apply for online teaching shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.

6. Illness:

- Aside from outlined here, all rules regarding leaves in the Collective Bargaining Agreement (CBA) shall apply.
- District will comply with the Families First Coronavirus Response Act (FFCRA).
- Any staff person who goes on leave, utilizing the Families First Coronavirus Response Act for the purpose of childcare, will be granted the agreed upon metric under the expanded

family and medical leave act. In addition, any staff person who goes on leave for the purpose of childcare, under this act, will be able to use accumulated sick leave up to \$100 per day.

- Leave under the Families First Coronavirus Response Act may be taken by any staff member intermittently.
- Any staff person who is about to go on leave, utilizing the Families First Coronavirus Response, but can come to a mutual agreement with the District to teach remotely, will forgo leave, and offer remote learning support with a teacher.
- The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.

7. Evaluation: Evaluations shall be conducted according to the terms of the Collective Bargaining Agreement (CBA).

8. Technology: All staff shall be provided by the District, at no cost to the employee, a device containing sufficient hardware and software to conduct all requirements. The District shall determine the appropriate platforms for on-line instruction. Paraprofessionals shall be provided training in these platforms during regular work hours.

9. Equity: The District shall conduct a needs assessment of all students. All students who register for shall be provided a Chromebook, or other comparable device, which they can use for school assignments. Students who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot.

10. The District shall provide the following personal protection equipment (PPE), safety measures and training.

- Masks for staff and students (K-12) daily, available upon request.
- Disposable gloves, available upon request.
- Face shields for programs requiring specific PPE.
- Disposable gowns to cover clothing for programs requiring specific PPE.
- Plexiglass shields or three side enclosed cubicles for work that require closer contact than six feet.
- Hand sanitizer, preferably automatic hand sanitizer stations located in each classroom and throughout hallways.
- Hand washing stations throughout the building.
- Training for staff and students on moving throughout the building.
- Bathrooms will be cleaned regularly, at least three times daily and air dryers shall be disabled.
- Administrative protocols for students who do not follow the safety protocols.
- The Early Childhood Center receives a custodian on a part-time basis, schedule to be determined.

11. Before staff return to buildings, all classrooms, including ventilation systems, will be cleaned.

12. Additional reopening guidelines:

- All salaries and stipends are guaranteed even if we end up remote. Associated work must be performed. An action plan can be submitted for approval by the Superintendent, if the activity cannot operate under normal circumstances.
- No “active” ALICE drills in its current structure.

13. Unless modified as above, all the terms of the Collective Bargaining Agreement (CBA) between the parties shall remain in full force and effect.

14. The parties recognize that not all issues can be covered in this MOU, so the parties commit to forming an implementation bargaining committee and will meet on as needed basis with a regular standing meeting scheduled every two weeks.

The agreement will be effective upon execution by the parties.

Signed:

On behalf of the Agawam Education Association:

Unit B Coordinator _____ Date: _____

Executive Director _____ Date: _____

On behalf of the Agawam Public Schools’ District:

Superintendent _____ Date: _____

Mayor _____ Date: _____

