

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE AGAWAM SCHOOL COMMITTEE

AND

THE AGAWAM EDUCATION ASSOCIATION

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 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 combined in the surrounding communities of 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 and duplicate reporting (i.e., the same individual is counted more than once), 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. **Instructional Schedule:** In general, classroom teachers will be responsible for teaching both groups A and B cohorts classes, for in-person days and the remote days. This teacher is responsible for live in-person instruction for Group A on Monday and Tuesday and live in-person instruction for Group B on Thursday and Friday. Days that a given cohort is working remotely, instruction, and support for these students will be a collaborative effort with the assigned colleague, if possible. A colleague may be, but is not limited to, teachers, coaches, remote-only teachers, lead teachers, or other assigned staff. Classroom teachers will be given time on Wednesdays to collaborate and coordinate with colleagues.

The classroom teacher, in collaboration with the assigned colleague, is responsible for mirroring direct instruction to remote students, utilizing approved virtual learning platforms, and other online curriculum tools endorsed by the District. The goal here is to provide instruction for students during the remote learning days and keep with the continuum of learning where a teacher cannot necessarily facilitate a virtual live classroom.

Remote-only students (cohort C) will be assigned to your group A or B cohort. The classroom teacher and assigned colleague have a shared responsibility for teaching this cohort. When a colleague cannot be assigned due to staffing issues, the teacher will be assigned a separate class section of remote-only students; instead of an in-person class section. Teaching expectations will be the same for cohorts A and B.

Remote-only teachers, who have only Group C (remote-only) students, will provide live instruction. Remote-only teachers who have only Group C (remote-only) students will share grading responsibilities with their student's designated cohort teacher, where appropriate.

In grades 5 and 6, teachers shall focus instruction on cohorts A and B. Remote-only students will be assigned to remote teachers.

In grades 7 and 8, when a colleague cannot be assigned due to staffing issues, the teacher will be assigned a separate class section of remote-only students; instead of an in-person class section.

Teachers at the high school, who are responsible for teaching Group A, Group B, and Group C (remote-only) students shall be recouped in the following manner:

1. On Mondays, Tuesdays, Thursdays, and Fridays, remote-only students will be taught for thirty (30) minutes of the teacher's preparatory period.
2. In return, on Wednesdays, that teacher will receive additional preparatory time based on the instructional time used during his or her preparatory period on Mondays, Tuesdays, Thursdays, and Fridays. Every effort will be made to take teacher volunteers should schedules allow.

In general, all teachers will follow the same learning model.

No enrichment.

No RTI.

All staff and department meetings shall happen remotely, during normal work hours, on Wednesday.

Wednesdays:

- Teachers will have the option to work remotely on Wednesdays.
- Grade-level and departmental common-planning time will take place on Wednesdays for one (1) hour at the start of the normal workday, except for one Wednesday a month where teachers are required to attend an hour (1) long administrative-meeting at the start of the normal work day, remotely. To keep consistency, the time of that meeting must be set by the principals at the beginning of the school year.
- Teachers and remote instructors shall provide Wednesday live classes in the morning with their students, lasting no longer than two (2) hours within the regular workday. The content of these live classes shall be aligned with the state standards and follow curriculum guidelines.
- Additional support may be given on Wednesdays or at the teacher's discretion, remotely.
- Time after live instruction shall be committed to preparatory time and collaboration time at teacher's sole discretion.

In-Person:

- The District shall make every effort to limit class rosters to no more than twenty (20) students for all classes with the exception of physical education. The District shall limit in-school class sizes to no more than what is dictated by six (6) feet of social distance within a learning area.
- A minimum of six (6) feet distance shall be maintained at all times between individuals in learning areas, when feasible.
- Employees who are required to work in the building will be provided PPE.
- Teachers and students will be required to wear masks at all times while in the building, except for "mask breaks" or while eating lunch.
- Teachers at the elementary and middle school levels will arrive ten (10) minutes earlier on Monday, Tuesday, Thursday, and Friday in order to facilitate student arrival.
- Time for student handwashing will be made available and built into the schedule upon student arrival.
- Cohorts will be set up at each building, wherever possible.
- Students will have assigned seats.
- A mask break area will be designated outside the classroom, weather permitting. Mask breaks may be taken in the classroom, under ten minutes, at the teacher's discretion.
- The movement of travel by specialists will be reduced.
- Service Provider schedules will be modified to accommodate the safest possible model.

- Rotating or traveling, teachers will be provided their own learning space, when feasible.
- Wherever possible, every effort will be made to limit the number of cohorts an individual staff member comes into contact with (through teaching, coverage, or other activities).

4. Online teaching positions:

- 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 and licensure areas.
- Staff who have a preexisting condition or otherwise at high-risk for contracting Covid-19 shall receive first preference for all remote positions provided that they possess the appropriate licensure 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 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 shall receive the position(s).
- If any positions remain after the first two preferences, all positions will be posted and applicants shall be considered and shall be assigned according to licensure and seniority.
- If the District does not create enough remote positions to accommodate teachers who have qualified for leave based on specific reasons related to Covid-19, then those teachers will teach remotely with a teacher assistant, paraprofessional, and another educator offering support in-person, 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.

5. 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 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 for childcare.
- 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 with a teacher assistant, paraprofessional, and another educator in-person, if applicable.
- 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.

6. Calendar: The District's previously agreed-upon calendar shall remain in effect except that the all professional development days shall be front-loaded to the beginning of the year to provide staff with professional development on the platforms to be used during distance learning. If the Department of Elementary and Secondary Education (DESE) other government body waives the one hundred and eighty (180) day requirement, any days beyond the required number of days shall be converted to professional development days and added to the beginning of the school year where teachers will be paid according to their annual salaries using the salary schedule in effect at the time. At least one-half of those days shall be reserved for teachers to use, at their sole discretion, for preparation.

9/1	PD (remote)	(AEA 1-2pm)
9/2	PD (remote)	staff training - AM
9/3	PD (remote)	staff training - AM
9/4	PD (in-person)	blended model
9/8	PD (in-person)	blended model
9/9	PD (remote)	blended model
9/10	PD (in-person)	blended model
9/11	PD (in-person)	blended model convocation (synchronous)

**student orientation for the "remote-only students will be scheduled and conducted by the teacher on or before 9/11, virtually.

**kindergarten orientation will take place on 9/8 over the course of a two-hour period.

9/14	hybrid group a for PreK-5 & 7 (the rest remote)
9/15	hybrid group a for PreK-5 & 7 (the rest remote)
9/16	remote day of hybrid model (Wednesday)
9/17	hybrid group b for PreK-5 & 7 (the rest remote)
9/18	hybrid group b for PreK-5 & 7 (the rest remote)
9/21	hybrid group a for PreK-9 (the rest remote)
9/22	hybrid group a for PreK-9 (the rest remote)
9/23	remote day of hybrid model (Wednesday)
9/24	hybrid group b for PreK-9 (the rest remote)
9/25	hybrid group b for PreK-9 (the rest remote)
9/28	hybrid group a - all levels
9/29	hybrid group a - all levels
9/30	remote day of hybrid model (Wednesday)
10/1	hybrid group b - all levels
10/2	hybrid group b - all levels

- A) PD for teachers 12/21, 12/22, and 12/23.
- B) Students' last day of school before winter break is 12/18.
- C) No 1/15 half day PD, no 3/3 half day PD, full instruction days
- D) Last day of school for teachers and students is 6/16.

- E) Wednesdays will always be remote.
7. Evaluation: Due to the extensive changes in learning models, the evaluation system will be determined by the Evaluation Committee by 10/30/2020. Evaluations will be on hold until new stipulations are agreed upon. If a determination cannot be reached, then evaluations will revert back to how they are directed in the collective bargaining agreement (CBA).
 8. Technology: All teachers 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. Teachers shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, the new platform will need to be approved by the District.
 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. Parent Engagement:
 - Parent-Teacher video conferences shall be conducted remotely using a district-provided laptop.
 - Grading: Each grade-level shall follow the same grading protocols as physical instruction and shall follow the terms of the Collective Bargaining Agreement (CBA).
 - Open house shall be canceled for the 2020-2021 school year. Each building will offer parents an asynchronous orientation in the form of a video.
 11. The District shall provide the following personal protection equipment (PPEs), safety measures and training.
 - Masks for staff and students, daily.
 - Face shields will be offered to staff dependent on the student population that staff member is servicing.
 - Disposable gloves, available upon request.
 - Disposable gowns to cover clothing. Daily if disposable or five if washable.
 - Plexiglass shields or three-side enclosed cubicles for work that require closer contact than six-feet of social distancing.
 - Hand sanitizer, pumps, and wipes located in hallways and each classroom, respectively.
 - 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 will be found in the student COVID brochure.
 - The Early Childhood Center receives a custodian.

12. Before staff return to buildings, all classrooms will be cleaned and disinfected as per CDC guidelines. Classrooms will be cleaned and disinfected between cohorts as per CDC guidelines. The District shall facilitate and share the results of the independent testing of the ventilation system to ensure that it minimizes the spread of the aerosolized virus and meets the required air exchanges per hour, as per CDC guidelines. HVAC system filters shall follow ASHRAE ventilation guidelines issued on July 20, 2020.

The District guarantees that all building ventilation is up to code. If, at any time, ventilation is found not to be up to code, remedies will be enforced.

13. Additional reopening guidelines:

- BAS testing at teacher's discretion. No sub provided.
- Teachers are not required to live-stream remote students.
- No active ALICE drills in its current structure.
- The District establishes two (2) Health & Safety Committees, PreK-6 and 7-12, each made up of equal members, five (5) District members and five (5) Unit A members.
- For buildings where the windows don't open wide enough, and there is not an outlet below the window for a box fan, find a viable option that allows for appropriate airflow.
- EPA-approved chemicals (documentation provided to the union)
- The District will provide a link to the town's health department webpage.
- A mask policy for K-12 must be in place by the District before 8/31.
- The District cannot require teachers to cover classes during their prep periods if the teacher has safety and/or health concerns.

14. In the event students behave in a way that jeopardizes public health and safety as outlined by the CDC, the District will take the appropriate steps as delineated in the student handbook (safety protocols). These safety protocols will be clearly defined for students and parents prior to students entering the school. Student adjustments may include:

- a. Teacher redirection and/or reminders as needed
- b. Removal of a student from the classroom and notification of parent
- c. Alternative instruction provided in a safe environment

15. In the event that staff members behave in a way that jeopardizes public health and safety as outlined by the CDC, the District will take appropriate steps which may include progressive discipline.

16. Masks shall be worn by all students (K - 12) and staff in the building. The only exceptions will be for medical reasons clearly stated by a doctor's note indicating why the person cannot wear a mask and/or other legally permitted reasons.

17. Authorized, unmasked students will be educated in rooms where staff is provided with significant, appropriate PPE (N-95 masks and/or KN-95 masks, face shields, gowns, etc.) as

defined by the nurse leader to provide for safe interactions. If other students are in the room, then plexiglass or similar barriers, approved by the local board of health, may be provided to protect the other students in the room.

18. During this time, administrators will require the full cooperation of parents and students in following all current safety protocols – especially masks and social distancing. Non-compliance with these safety guidelines will be addressed through the previously noted administrative protocols.
19. The District agrees to clearly articulate health protocols. The District will follow local, state, and CDC guidelines for dealing with illnesses, contact tracing, maintaining isolation room(s), quarantining, and containing the spread of disease to the extent feasible.
20. If a teacher so desires, he/she may take a year of unpaid leave. He/she will not earn seniority credit, nor will he/she earn longevity credit, during the leave. Reinstatement to the teacher's former position in the same building cannot be guaranteed but if reinstated the teacher will be returned to the same level.
21. Live Streaming is an option for teachers.
22. After ten (10) days of absence during a school year and each subsequent absence, the Superintendent (or designee) may require a note from the teacher explaining the cause of the absence. If sick leave abuse is suspected, the Superintendent (or designee) may require a doctor's note concerning the nature and duration of the teacher's illness.
23. The Elementary Assessment Committee (EAC) will be put on hold for the 2020-2021 academic year.
24. When considering special education teachers, co-teaching responsibilities in the classroom will take priority over testing which should be scheduled outside of those professional responsibilities, when possible.
25. The Strive program area will be cleaned by a custodian on a daily basis.
26. Remote caseloads will be monitored on a term by term basis to make sure that the student load does not get too high or too low based on what is an acceptable practice at the appropriate grade level.
27. Finals, at the high school, will be remote. Students will take their finals from home.
28. Unless modified as above, all the terms of the Collective Bargaining Agreement (CBA) between the parties shall remain in full force and effect.

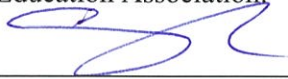
29. The parties recognize that not all issues can be covered in this MOU, so the parties commit to forming an implementation bargaining committee and will meet on as-needed basis with a regular standing meeting, recognized as the already-established roundtable, scheduled every two weeks.

The agreement will be effective upon execution by the parties.

Signed:

On behalf of the Agawam Education Association:

President



Date:

9/16/2020

Executive Director

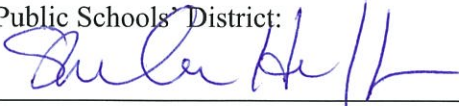


Date:

9/16/2020

On behalf of the Agawam Public Schools' District:

Superintendent



Date:

9/16/20

Mayor



Date:

9/16/20