

Senora Rivers  
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## Addendum to 2019-2022 Contract Addendum D - Return to In Person Learning

Parties agreed to revisit portions of the *Addendum D* on an as-needed basis, as such, the Association and the School Committee record the following agreements and understandings for the 2020-2021 school year in an effort to inform teachers, prioritize in-person learning, and require strict safety procedures.

1. Staff will be given at least one (1) week notice of any transition back to in-person learning.
2. If a pivot is made to a remote or hybrid model, a joint statement by the District and the Association will be released to the Agawam community explaining the rationale behind the change. This statement will be provided for the Agawam School Committee prior to public consumption.
  - a. If mitigating strategies such as closing a building, a cohort, or a classroom, have not contained the spread, this will trigger a pivot by the superintendent in consultation with the AEA leadership and the Agawam Health Director.
  - b. If there are delays in testing results.

At any time, an automatic pivot will occur:

- a) If we run out of agreed-upon PPE in the district (surgical face masks, hand sanitizer, and CDC approved cleaning supplies).
  - b) If the state mandates a pivot to a remote-model.
4. 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 with priority given to the Massachusetts Department of Health Guidelines.
- a. The District website will keep a running count of positive COVID cases in the school system, updated daily when school is in session, viewable to all.
  - b. A bi-weekly meeting will occur with the town's health agent, the mayor (or designee), the superintendent, the union president, and the executive director to discuss COVID-related information as it pertains to the Agawam school community.
  - c. The superintendent, in collaboration with the union president, will update the school committee and the school community, bi-weekly, on the current state of positive cases in the Agawam school community, in an effort to keep all parties informed, safe, and part of this ongoing conversation.
5. **Instructional Schedule:** In general, classroom teachers will be responsible for teaching for in-person, five (5) days a week (Pre-K will be a four (4) day model with the 5th day for teachers

common planning and prep time) maintaining a minimum of 3 feet but up to six (6) feet when possible. Class rosters will remain the same when possible. Remote only students will be assigned to a remote only class or teacher for grades Pre -K -4 and grades 7 and 8; if feasible. Grades 5/6, 9 through 12 will have a combination of in person and remote students within the same section or class. Teachers will prioritize in person learning with a combination of asynchronous and synchronous work for remote only students that is comparable to in person instruction. Live instruction is encouraged. Teachers shall make every effort to connect with remote only students via Google Meets daily.

- Remote-only students can be assigned to the same section as your in-person classes. The classroom teacher and any assigned colleague have a shared responsibility for teaching these classes.
  - A remote teaching schedule will be maintained with a dedicated teacher/section of remote only students at elementary level and junior high level.
  - If Remote-only teachers, who have remote-only students, will provide live instruction five (5) days a week. Remote-only teachers who have only remote-only students will solely be responsible for grading.
- Building schedule will either mirror the current hybrid schedule with modifications or normal school year schedule. Modifications can be made based on building and student accommodations.
- No enrichment.
- After School help will continue as stated in the CBA and be provided remotely or in person at the discretion of the teacher.
- Staff can attend meetings in person or remotely in the building.

6. In-Person:

- Employees who are required to work in the building will be provided PPE.
- The District shall make every effort to limit class rosters to no more than twenty (25) 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 three (3) feet space of social distance within a learning area (measured "seat edge to seat edge" and facing the same direction); classrooms will be set up to maintain this 3 foot minimum.
- A minimum of six (6) feet distance with unmasked individuals during designated masks break and lunch time shall be maintained at all times. Allow for additional air exchange during lunch by opening windows and doors where possible.
- Teachers' work area will be at a minimum distance of six (6) feet from students' learning area. If six (6) feet distance can not be maintained a barrier (plexiglass or similar product) will be provided.
- Teachers and students will be required to wear masks at all times while in the building, except for "mask breaks" or while eating lunch.
- Time for student hand washing/sanitizing 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 at the teacher's discretion with the requirement that it be no more than ten minutes and unmasked individuals need to be at a minimum of 6 feet apart. Allow for additional air exchange during lunch by opening windows and doors where possible.
- 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).
- IEP and 504 meetings will remain virtual for the remainder of the 2020-2021 school year.

7. 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 current accommodations or otherwise at high-risk for contracting Covid-19 and/or not able to receive the vaccine shall receive first preference for any newly created remote positions or reasonable accommodations provided that they possess the appropriate licensure required of the position.

8. Illness:

- Aside from outlined here, all rules regarding leaves in the Collective Bargaining Agreement (CBA) shall apply.
- The staff is entitled to utilize Agawam Covid Leave if he/she/they qualify.
- 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.

9. Calendar: The District's previously agreed-upon calendar shall remain in effect,

- April 15th will be an early dismissal for students at elementary school for virtual parent conferences to be held that afternoon and evening.
- Last day of school for teachers and students is 6/17/21 and will be a ½ day for students and Units A and B staff.

10. Evaluation: Due to the extensive changes in learning models, the evaluation system will be determined by the Evaluation Committee by 10/30/2020. New Evaluations protocols are agreed upon and will be followed.

12. 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.

13. Parent Engagement:

- Parent-Teacher conferences shall be conducted remotely using a district-provided device.
- Grading: Each grade-level shall follow the same grading protocols as physical instruction and shall follow the terms of the Collective Bargaining Agreement (CBA).
- Parents will commit to either in person or remote models for the duration of the school year; if an in-person student is absent from school students are expected to complete makeup work.
- Principal/Administrator may approve a model change if a medical, social-emotional issue/concern arises with a student that would require a model change is warranted.

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

- Masks for staff and students, daily, upon request.
- 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, upon request. 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.
- Maintaining six (6) feet of social distancing when transitioning throughout the building will be expected.
- 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 and Strive receive sanitizing services.

HVAC system filters shall follow ASHRAE ventilation guidelines issued on July 20, 2020.

Building maintenance shall continue to assess and maintain ventilation systems.

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.

16. Additional guidelines:

- BAS testing at teacher's discretion. No sub provided.
- 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.
  - Committee will be responsible for weekly notifications to parents, students and staff of best practices for maintaining a healthy and safe school environment.

- Committee shall report to members and administration status of building HVAC systems and other facilities related issues and resolutions.
- 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. No oscillating fans are permitted in buildings.
- EPA-approved chemicals are used.
- The District will provide a link to the town's health department webpage.
- A mask policy for K-12 will remain in place and enforced. According to revised DESE guidance, preK students will be expected to wear masks.
- The District cannot require teachers to cover classes during their prep periods if the teacher has safety and/or health concerns.

17. In the event students behave in a way that jeopardizes public health and safety as outlined by the School Committee Policies, 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:

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

18. 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.

19. Masks shall be worn by all students 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.

20. Authorized, unmasked students will be educated in rooms where staff is provided with significant, appropriate PPE (Surgical/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.

21. 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.

22. 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. The district will prioritize the Massachusetts Department of Health guidelines.

23. If a teacher so desires, he/she may take a year (2020-2021 school 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.

24. Priority is given to in person teaching; live streaming is an option for teachers when teaching students in person.

25. The Elementary Assessment Committee (EAC) will be put on hold for the 2020-2021 academic year.

26. 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.

28. Remote caseloads will be monitored 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.

29. Finals, at the high school, are suspended for this school year.

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

31. The parties recognize that not all issues can be covered in this addendum, 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

*Pamela G. Lively*

Date:

3/30/21

Executive Director

*Leo J. ...*

Date:

5/30/21

On behalf of the Agawam Public Schools' District:

Superintendent

Mayor

John Hill  
William P. Szek

Date: 3/29/21

Date: 3/29/20