

Grafton Teacher Association Memorandum of Agreement August 2020-Hybrid/Remote Model

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 Agreement (MOA) for hybrid learning.

1. Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect.
2. The District shall decide no later than August 14, 2020, which of the three (3) models (in person, online, hybrid) it will adopt for the beginning of the 2020-2021 school year.
3. The district will notify the teachers of a model change (i.e. hybrid to remote) and allow 2 school days to prepare for the new model.
4. Instructional Schedule:
 - 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 alternating weeks
 - Early elementary/elementary teachers (content, special educators, ELL, reading specialists & therapists) will be provided with an extra prep block per week with the district and the GTA meeting in 2 weeks to discuss adding to this to support the fluidity of the hybrid model.
 - Number of students and teachers per room will be based on the formula provided by the CDC. A minimum of 3 ft apart with 6 ft being optimal.
 - In order to meet the needs of students on Individualized Education Plans (IEPs), some students may physically attend school and receive in person instruction.
 - A Special Educator will be assigned to teach the remote portion of the IEP during the hybrid.
5. On or before August 21st, the District shall conduct a selection process for the remote/online teaching positions as follows:
 - Following the provisions of the CBA, the District shall post all positions for remote learning and remote learning academy.
 - Once the deadline has passed, the District shall review the applicants and shall assign individuals to positions as follows.
 - In both the hybrid remote and the remote learning academy, staff who have a documented preexisting condition or otherwise at high risk for contracting Covid-19 shall receive first preference for all positions in the remote learning provided that they possess the appropriate licensure required of the position and that they wish to apply.
 - In both the hybrid remote and the remote learning academy, second preference shall go to any staff member who has a family member in their immediate household with a documented preexisting condition or is otherwise at high risk for contracting Covid 19

- If any positions remain in the hybrid remote and RLA after the first two preferences, all applicants shall be considered and shall be assigned according to licensure and seniority.
- If there are not enough applicants to fill the needed positions, the District shall assign the least senior staff person holding the appropriate licensure to work in the online academy.
- 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.
- Staff who take a one year leave of absence do not move up a step on the salary schedule for the 2020-2021 school year, they do not accrue sick leave and cannot benefit from unused personal days. Essentially it is a pause in service. However, staff who have health insurance through Grafton can continue their coverage by paying the premium monthly to the Town of Grafton.

6. Staff Assignments:

- All classroom teachers shall teach according to a co-teaching model where one teacher is the remote learning teacher and the other is assigned as the in person teacher when possible.
- All teachers shall teach the same number of sections (remote or in-person) as their grade level counterpart.

7. In Person

- The District shall limit every work area in a building to ensure social distancing can be adhered to according to CDC guidelines. Employees who are required to work in the building will be provided full Personal Protection Equipment as determined by the employee (PPE materials as defined within state guidance) and as determined by the employee.
- A minimum of (3) feet and six (6) feet when possible distance shall be maintained at all times between individuals.
- Traffic patterns developed for each building

8. Illness:

- Aside from outlined here, all rules regarding leaves in the CBA shall apply.
- Teachers will self-screen each morning before leaving home and may not enter school if they have any of the following symptoms:
 - Fever (100° Fahrenheit or higher), chills, or shaking chills
 - Cough (not due to other known cause, such as chronic cough)
 - Difficulty breathing or shortness of breath
 - New loss of taste or smell
 - Sore throat
 - Headache when in combination with other symptoms
 - Muscle aches or body aches
 - Nausea, vomiting, or diarrhea
 - Fatigue, when in combination with other symptoms

- Nasal congestion or runny nose (not due to other known causes, such as allergies) when in combination with other symptoms
- Teachers may not enter the building if they have any of the symptoms not connected with a known condition.
- If a teacher does have any of the above symptoms that is not connected with a known condition, they have the option to take a sick day or teach remote from home
- Any staff person who contracts Covid-19, as defined by a medical test, shall be placed on paid administrative leave for 10 days and then the teacher may use their sick time for the duration of their illness.
- Any staff person who has been exposed to Covid-19 shall be placed on paid administrative leave for 10 days beginning with the date informed of exposure.
- Temperature-Heat management plan will be followed.
- If a staff member is required by the district to quarantine because of close contacts, the district will pay for a COVID-19 test.

9. Calendar:

- The calendar as set on August 17, 2020 is the calendar to be followed
- At least one half of the half days shall be reserved for teachers to use, at their sole discretion, for preparation, planning, collaborating.
- Any changes made to the calendar will be discussed between the union and the school and be voted by the SC.

10. In Person Teacher requirements:

- Elementary: Classroom teachers shall be assigned to a classroom with a number of students to allow for a minimum of (3) feet with six (6) feet when possible of social distancing. All specialists (music, computers, library, art, PE) may go to the students' classrooms via cart or other device, including remote instruction. The remote class should not exceed 25 students at any one time.
- Middle & 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 remote class should not exceed 25 students at any one time.
- Live streaming in the classroom while students are physically present is optional and strictly at teacher discretion. Every effort will be made to maintain student confidentiality.
- Special Educators/Therapists: Services provided in a manner or space that does not allow for a minimum of three feet will have space allowing for no more than 12 people (teachers/children) at a time with proper safeguards in place (i.e. plexiglass dividers, three sided enclosed cubicles) due to the nature of requiring closer contact.
- Any in-person services or teaching that a teacher does, that teacher will be provided with the PPE materials as defined in state guidance and as determined necessary by the employee.

11. Remote Teacher requirements:

- Per job description posted-see attached

12. Confidentiality:

- The Parties will continue to work to ensure the confidentiality of records, virtual discussions, or other matters which relate to student confidentiality, during remote instruction/meetings, including IEP meetings and other meetings which may trigger privacy issues that are conducted.
- All educators shall use their best efforts to comply with student confidentiality, including FERPA, during the closure period.
- The confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during remote learning/meetings cannot be guaranteed. In the event IEP meetings, or other meetings that involve privacy issues are conducted during the closure period, the District shall assume any and all liability for student privacy violations which may occur, including FERPA, unless such violations are caused by employee negligence.

13. Teacher Preparation Days

- All PD days will be teacher directed
- All teachers will be present in the buildings for collaboration provided there are no other accommodations given to the employee.

14. Special Education Services:

- The mode to be used is the “Instruction and Services” model (i.e. structured learning time, teletherapy (that aligns with state guidelines) and video conferencing).
- The “Resources and Supports” model (i.e. sending packets and assignments home coupled with frequent parent communication) mode of teaching will be used on a temporary basis for a maximum of 3 days until which time the school or district has overcome the hurdles that are preventing service delivery through the “Instruction and Services” model.
- The Instruction and Services model will consist of
 - A regular and consistent schedule of classes, interventions, services and therapies as stated in the IEP, offered synchronously (pull-out, remote lessons or teletherapy) or asynchronously (pre-recorded lessons)
 - Teletherapy will be provided via a therapy platform with HIPPA and FERPA compliance
 - Teletherapy will be provided if the student is able to participate as outlined in the State guidelines
- Group sizes must be restricted to the number of people (students & adults) as stated in the CDC guidelines.
- Student Evaluations (i.e. initial, three year, screenings) conducted during the in-person week if all safety and health protocols are met and implemented. (i.e. plexiglass dividers, PPE gear, etc) and if virtual is needed testing materials need to be standardized for virtual administration or outsourced
- Communication from the special education TEAM with the parents will be once weekly via email. A virtual meeting can be requested by the parent or special education team if needed.
- IEP meetings will be held either by a secure platform or in a manner that meets social distance of a minimum of 3 FEET and 6 ft if possible apart, PPE in place, as determined by the employee.

- The special education staff will have a minimum of a week notice for a scheduled IEP meeting.
- Any changes that are recommended throughout the year from DESE will be discussed and determined jointly with the Special Education Administrator and the GTA.
- Transition time will be added to the special education/service providers schedule to consult as well as transition between sessions.
- Staff will be given an opportunity to put together and implement a working schedule within 10 days of students starting.

15. Therapists/ELL/Tier 2 Providers:

- A regular and consistent schedule of classes, interventions, services and therapies as stated in the IEP or as stated through assessments (ELL & Tier 2), will offer synchronously (pull-out, remote lessons or teletherapy) at the therapists discretion in the best interest of the student or asynchronously (pre-recorded lessons)
- Group sizes for inclusion services will comply with the CDC room guidelines and if it exceeds the limit a space will be provided for services.

16. Intensive Needs Educators/Preschool Educators:

- The Instruction and Services model will consist of
 - A regular and consistent schedule of classes, interventions, services and therapies as stated in the IEP, offered synchronously (pull-out, remote lessons or teletherapy) or asynchronously (pre-recorded lessons)
 - Teletherapy will be provided via a therapy platform with HIPPA and FERPA compliance if the student is able to participate as outlined in the State guidelines
- Support will be provided to accommodate transitions, staffing, mask breaks and cleaning of materials
- Group sizes must follow CDC guidelines, following the formula provided and considering this includes students, therapists, nurse, paras and teachers in a room at one given time
- Student Evaluations (i.e. initial, three year, screenings) will be conducted during the hybrid model only if all safety and health protocols are met and implemented. (i.e. plexiglass dividers, PPE gear, etc) and testing materials are standardized for virtual administration
- PPE will be provided to accommodate the vast amount used in the intensive needs room-protocols to be put in place for toileting and close proximity work
- Protocols in place for teachers encountering behavioral concerns (i.e. students removing staff PPE, needing two support staff, etc), feeding students unable to feed themselves to keep safety and well-being paramount
- Consult time for the remote learning teacher and in-person teacher to consult for both intensive needs teachers and preschool teachers.

17. Evaluation:

- Because of the unique nature of online learning, all evaluation and evaluation cycles shall be placed on pause for PTS and be re-addressed November 1, 2020 at which time if there are DESE guidelines those will be implemented.
- All Non-PTS will begin the evaluation cycle November 1, 2020

18. Technology:

- The District shall determine the appropriate platforms for on-line instruction. Teachers shall be provided training in these platforms during regular work hours. Staff who are required to teach from home due to medical conditions, or other situations deemed by the district, will be provided with appropriate hardware and software.

19. Mandated Reporting:

- Employees are still mandated reporters and should continue to follow mandated reporting laws and guidelines. Recognizing that while teachers and staff are mandated reporters, remote learning creates novel and unique challenges to ensuring the safety of students in locations outside the control of the schools. Teachers and staff will not be subject to discipline if, despite reasonable efforts, they fail to observe signs of potential abuse or neglect of students during remote learning.

20. Parent Engagement:

- Parent Teacher conferences shall be conducted remotely
- Grading: Each grade level shall follow the same grading protocols as physical instruction.
- Report cards and progress reports will be provided according to the School Committee Policy. Any changes to this will be determined jointly by Administration and the GTA.
- Open house/Back to School Nights will be held remotely.

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

- Masks for staff
- Face shields for all staff.
- Disposable gloves
- Smocks to cover clothing
- Hand sanitizer- preferably automatic hand sanitizer stations located in areas throughout the building. (hand sanitizer bottles will be provided to each classroom)
- Hand washing stations throughout the building.
- Training for staff and students on moving throughout the building.
- Bathrooms will be cleaned regularly, according to State and CDC guidelines whichever is more strict
- Administrative protocols for students who do not follow the safety protocols and/or those with special needs.
- Copies to be provided to the GTA prior to students return.
- All buildings provided with disinfectant to clean desks after each rotation of students as well as to special educators and therapists after each session.
- Train all staff on proper removal of gloves, gowns, facial masks, and other protective equipment and on handwashing before donning and after removing equipment in order to reduce contamination.

21. Ventilation systems:

- Before staff return to buildings, all classrooms, including ventilation systems, will be cleaned and filters will be replaced.

22. Stipends:

- All stipend positions will be filled by staff who are present in the building while school is in-person. Stipends that have been started (i.e GLL) and need to be reassigned will be paid 25% of the stipend for work completed. Any sport not running in its season will not be paid. Clubs, activities or enrichments that can be run either in person or virtually by building based teachers will be paid. Sports approved to run by the MIAA and are led by a building based teacher will be paid.

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

23. The parties recognize that not all issues can be covered in this MOA, 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.

Laura Often
School Committee Chair

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