



City of Brockton
BROCKTON PUBLIC SCHOOLS
Michael P. Thomas ♦ Superintendent of Schools

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MEMORANDUM

To: All BEPA/MTA Members
From: Superintendent Michael Thomas & BEPA President Stacy MacDonald
Re: Sub-Separate Special Education Hybrid Learning Plan and Union Member Work Schedule
Date: February 8, 2021

We are pleased to announce that the School Committee and BEPA/MTA have reached agreement on the terms of the return of the students who are in sub-separate special education programs on February 22, 2021. The MOA that was negotiated by the parties is attached. The parties have also reached an agreement on a COVID-19 Sick Bank. That MOA is also attached.

With the return of sub-separate special education students on Monday, February 22, 2021, all Union members will be required to report to work in-person Tuesday through Friday each week. Mondays will be a remote learning day and Union members will have the option of working remotely on that day.

The Union and administration are still reviewing whether the District will be able to extend any current remote work accommodations through either the return of sub-separate students or the return of general education students. As was communicated when the remote work accommodation was granted, such accommodations are not guaranteed once students return to school in-person. It is expected that all Union members who require a remote work assignment have requested such an assignment and have provided the appropriate medical documentation. If you require a remote assignment, please make that request to Human Resources immediately.

Specific terms about the Sub-Separate Special Education Hybrid Plan are included in the MOA and we encourage all Union members to review the attached.

The Union and the School Committee are working diligently on a similar MOA regarding the Hybrid Learning Model for general education students.

If you have any questions, please contact your building administrator or Union representative. We appreciate your continued efforts on behalf of the students of Brockton.

Thank you,

Mike and Stacy

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BROCKTON SCHOOL COMMITTEE
AND THE
BROCKTON EDUCATION PARAPROFESSIONAL ASSOCIATION &
BROCKTON MONITOR TEACHING ASSISTANT ASSOCIATION
COVID-19 SICK LEAVE BANK**

WHEREAS, the Brockton Education Paraprofessional Association and the Brockton Monitor Teaching Assistant Association (“the Unions”) and the Brockton School Committee (“the School Committee”) are parties to a Collective Bargaining Agreements with the Brockton School Committee (“the Contracts”);

WHEREAS, the Unions and the School Committee have bargained collectively pursuant to Chapter 150E concerning the COVID-19 designated Sick Leave Bank;

NOW, THEREFORE, the Unions and the School Committee have agreed to the following terms and conditions:

1. The Unions’ COVID-19 Sick Leave Bank shall be established through the term of the 2020-2021 school year and may be extended by agreement of the parties.
2. The COVID-19 Sick Leave Bank shall be funded in the following manners:
 - A. Upon the execution of this Agreement, the School Committee shall make an initial deposit of one hundred (100) days into the COVID-19 Sick Leave Bank.
 - B. In the event that the District moves to a hybrid model (defined for purposes of this Agreement as any model with any students attending school in person one (1) or more days per week), the School Committee shall deposit an additional two hundred and twenty nine (229) days to the COVID-19 Sick Leave Bank.
 - C. Members of the Unions may donate up to five (5) Sick Leave Days to the COVID-19 Sick Leave Bank.

3. Any Union member-donated days remaining in the COVID-19 Sick Leave Bank at the expiration of the Bank shall be returned to Union Members who donated to the COVID-19 Sick Leave Bank on a prorated basis.
4. In order to be eligible for participation in the COVID-19 Sick Leave Bank, Union Members must be working in-person, and must donate a minimum of one (1) sick leave day to the COVID-19 Sick Leave Bank. This one (1) day minimum donation requirement includes any Member who donates fifteen (15) days pursuant to Paragraph 2D herein. Members must execute and return to payroll a COVID-19 Sick Bank electronic form by February 12, 2021.
5. In order to access the COVID-19 Sick Leave Bank, Union Members must:
 - A. Individually test positive for COVID-19 and submit confirmation of a positive test.
 - B. Submit medical documentation consistent that they are incapacitated from working either in person or remotely as a result of the positive COVID-19 diagnosis.
 - C. Exhaust any FFCRA leave to which they are entitled as well as five (5) days of sick leave. After December 31, 2020 and in the event that the FFCRA is not extended beyond December 31, 2020, Members shall be required to exhaust the balance of their annual allotment of Sick Leave prior to accessing the COVID-19 Sick Leave Bank.
6. The COVID-19 Sick Leave Bank shall only be accessed by Union Members who test positive for COVID-19.
7. Before any claims for the COVID-19 Sick Leave Bank are denied, they will be brought before the Union Sick Leave Bank committee for review.
8. Unless specifically addressed in this Agreement, the current Union Sick Leave Bank guidelines and contract language shall also be applicable to the COVID-19 Sick Leave Bank.

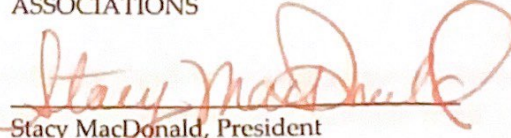
9. Due to the unique and unprecedented circumstances surrounding the COVID-19 pandemic, this Agreement shall not be used as evidence of precedent or past practice in any other forum.

Signed in the City of Brockton on this day of February, 2021.

BROCKTON SCHOOL COMMITTEE

BROCKTON EDUCATION
PARAPROFESSIONAL and MTA
ASSOCIATIONS


Michael Thomas, Superintendent


Stacy MacDonald, President

MEMORANDUM OF AGREEMENT
BETWEEN THE
BEPA/BMTA
AND THE
BROCKTON SCHOOL COMMITTEE
SCHOOL REOPENING 2020-2021
SUB-SEPARATE SPECIAL EDUCATION HYBRID LEARNING MODEL

1. Unless modified by this Agreement, the terms of the Reopening MOA shall remain in full force and effect through the expiration of that MOA in accordance with the terms of the Reopening MOA.
2. Work Schedule. Beginning on February 22, 2021 and for as long as any students are learning in a hybrid model, the following work schedule shall apply to all Union Members:
 - A. During all phases of Hybrid Learning, Monday shall be a remote learning day for all students and Union Members shall have the option to work remotely as well without physically reporting to their buildings. The student schedule shall remain the same as in the remote learning model and Union Members shall work a full day.
 - B. Union Members shall be required to report to work in-person for the remainder of the work week.
3. Sub-Separate Special Education Hybrid Model. The following specific agreements have been reached for the Special Education Hybrid Model:
 - A. Beginning on February 22, 2021, students at the Huntington School shall attend school four (4) days per week. Students in substantially separate half day Pre-K (Arnone and Barrett Russell) shall attend on a half day schedule pursuant to which they attend school in person two days per week on the basis of an AM session T/TH and a PM session W/F. These classes shall not be separated into cohorts.
 - B. Students in all other designated Sub-Separate Special Education Programs shall initially return to In-Person Learning two (2) days per week on a cohort basis rotating every other day basis with Monday as a remote learning day for all students and faculty. Sample schedules are attached at Exhibit A.

- C. After no less than two (2) weeks and when determined by the Superintendent, with at least one (1) weeks' notice to the Union, students in the above-referenced schools and programs shall return to In-Person Learning four (4) days per week.
4. Teachers in Sub-Separate Special Education programs who are on a remote work assignment because of a medical condition pursuant to the Reopening MOA shall continue teaching their current classes by means of a video and audio feed into the classroom from home. In the event that the Teacher is teaching from home, a Monitor Teacher Assistant or Paraprofessional shall be present in the classroom to provide supervision and assist with student learning. The Monitor Teacher Assistant or Paraprofessional will be paid the applicable sub rate for this work. In consideration of this extension of sub pay for this situation in which the paraprofessional/MTA is not being asked to teach, the paraprofessional/MTA will not be permitted to refuse these assignments.

Some specialists may continue to provide their classes remotely during this period. If a paraprofessional or MTA is asked to be present in the classroom while the specialist is teaching remotely, s/he shall be expected to assist students with accessing the lesson and provide supervision. The MTA or paraprofessional will be paid the applicable sub rate for this work. In consideration of this extension of sub pay for this situation in which the paraprofessional/MTA is not being asked to teach, the paraprofessional/MTA will not be permitted to refuse these assignments.

5. There shall be no Breakfast in the Classroom for the remainder of the 2020 – 2021 school year.
6. Students shall eat their lunch in the cafeteria of their building with at least six feet of physical distance. Building administrators and lunch aides will supervise lunch. 1:1 paraprofessionals will support their assigned student as necessary and appropriate.
7. All classrooms will allow for at least 6ft of physical distance between students and between students and staff to the extent possible, based upon this specific student population with the understanding that such social distancing may not be able to be maintained in certain special education settings, when administering medical care, when working with younger students, and/or when otherwise not safe or developmentally appropriate.

8. All students who are able will wear face masks all day except for planned mask breaks and lunch. Students who are unable to wear masks due to medical restrictions must provide documentation from their medical provider supporting this inability. Face shields will be offered as a reasonable accommodation. If face shields cannot be worn, the student shall maintain at least 6ft of physical distance whenever possible. The Special Education Department will provide videos to parents and students regarding social distancing, wearing a mask, etc. These videos will be reviewed by teachers with students in class as part of the health and social skills curriculum prior to student return.
9. Mask breaks will be provided as appropriate so long as 6ft of physical distance can be maintained. Mask breaks will be taken outside as much as possible based on weather conditions, the needs of the students, and provided that a safe space is available to do so.
10. All appropriate PPE will be provided to Special Education staff who are working with students in-person. Such PPE will include face masks (cloth and disposable), disposable gloves, disposable gowns, face shields, sanitizing wipes, and hand sanitizer.
11. Should a Union Member have an unexpected childcare issue in which their child's daycare, school, or pre-school closes for reasons related to COVID-19, the Union member may work remotely for up to five (5) days.
12. Union Members will continue to be required to ride vans with students who require assistance in that setting. Rather than have the parent/guardian board the van to buckle the student in, the Union Member shall do so while wearing the appropriate PPE.
13. There shall be no early drop off or late pick up of students.
14. Given the unique and unprecedented circumstances of the COVID-19 pandemic, this Agreement shall not be used as evidence of precedent or past practice in any forum. This Agreement shall expire upon the end of hybrid learning or at the end of the 2020-2021 school year, whichever is sooner.

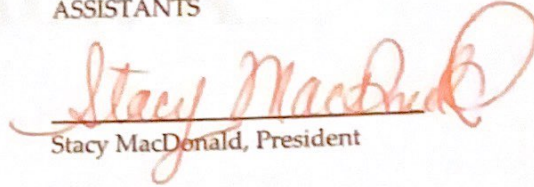
Signed in the City of Brockton on this __ day of February, 2021.

BROCKTON SCHOOL COMMITTEE

BROCKTON EDUCATION
PARAPROFESSIONAL ASSOCIATION
& BROCKTON MONITOR TEACHER
ASSISTANTS



Michael P. Thomas, Superintendent



Stacy MacDonald, President

Exhibit A

SAMPLE Remote Learning Schedule

Your child will be in **GROUP 1**.

Group 1 attends school on Tuesdays and Thursdays.

Mondays, Wednesdays and Fridays will be Remote Days, students will have live synchronous instruction and participate with small group instruction with teacher and staff through Zoom.

MONDAYS

9:00-9:20	Morning Meeting -Live Synchronous
9:20-9:50	ELA with teacher -small group
9:50-10:25	Support Staff – small group
10:30-11:00	Science with teacher- Live Synchronous
11:00-11:15	Movement Break
11:15-11:30	Support Staff -small group
11:30-11:45	Break
11:50-12:10	Calendar/End of Day- Live Synchronous

12:10-3:00- Lunch, Specialist, On Line Platforms

WEDNESDAYS AND FRIDAYS

9:00-9:20	Morning Meeting - Live Synchronous
9:20-9:50	ELA with teacher – small group
9:50-10:25	Support Staff -small group
10:30-11:10	Specialist *Wednesday – Health *Friday - Art
11:15-11:50	Calendar- Live Synchronous
11:50-12:40	Lunch
12:40-1:10	Math with teacher – small group
1:10-1:40	Support Staff- small group
1:40-2:00	Break
2:00-2:40	Social Skills/End of the Day- Live Synchronous

SAMPLE In Person Schedules

Sample for a Student who is in person on Tuesday

Tuesday

9:00-9:20	Morning Meeting -Live Synchronous
9:20-9:50	Support Staff – small group
9:50-10:25	ELA with teacher- small group
10:30-11:10	Specialist *Music
11:15-11:50	Calendar-Live Synchronous
11:50-12:40	Lunch
12:40-1:10	Support Staff-small group
1:10-1:40	Math with teacher-small group
1:40-2:00	Break
2:00-2:40	Social Skills/End of the Day with teacher/support staff- Live Synchronous

Sample for a student who is in person on Thursday

Thursday

9:00-9:30	Morning Meeting-Live Synchronous
9:30-10:00	Speech – Large Group
10:00-10:30	ELA with teacher- small group
10:30-11:10	Specialist *P.E.
11:15-11:50	Calendar- Live Synchronous
11:50-12:40	Lunch
12:40-1:10	Support Staff- small group
1:10-1:40	Math with teacher – small group
1:40-2:00	Break
2:00-2:40	Social Skills/End of the Day-live Synchronous