

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BEPA/BMTA
AND THE
BROCKTON SCHOOL COMMITTEE
SCHOOL REOPENING 2020-2021
GENERAL EDUCATION HYBRID LEARNING MODEL
MARCH 8, 2021**

1. Unless modified by this Agreement, the terms of the Reopening MOA and the Sub-Separate Special Education Hybrid MOA shall remain in full force and effect through the expiration of those MOA's in accordance with the terms of the Reopening MOA.
2. The School Committee shall make the necessary arrangements for all UNION Members to obtain the COVID-19 Vaccination on a volunteer basis as soon as possible based on the distribution of the vaccine to the City of Brockton and the parameters for distribution set by the state.
3. All UNION Members who are physically reporting to buildings will have the option of participating in COVID-19 testing on a regular basis. COVID-19 testing will be available for all UNION Members (regardless of whether they are symptomatic) at locations throughout the District. This testing program will be administered by Brewster Ambulance. UNION Members will be provided with a updated list of testing sites and times. UNION Members may be required to present their Brockton Public Schools ID to access testing. Pool testing will also be available for UNION Members in March 2021.
4. In any hybrid learning model, a minimum of six (6) feet of social distancing shall be in effect throughout the school building for all faculty, staff and students 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.
5. Hybrid Model. The following specific agreements have been reached for the Hybrid Learning Model:

- 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 with the time after the student schedule being allocated to school based collaboration, grade and building level time and professional development. The Adult Learning Center shall have their optional remote work day on Friday rather than Monday.
- B. The first phase of Hybrid Learning shall last at least two (2) weeks at the Superintendent's discretion. During the first phase, students shall be divided into four (4) cohorts, each of which shall physically report to school one (1) day per week so that no more than twenty-five percent (25%) of the students shall be present for any one (1) class.
- C. During the first week of the first phase of Hybrid Learning, students in Grades Pre-K, K, 6 and 9 shall return. The next week, the remaining grades will be returned to in-person hybrid learning in 25% cohorts with the exception of grades 11 and 12, which shall be returned the following week. The Champion School will have students return in 50% cohorts immediately.
- D. The second phase of Hybrid Learning shall commence at the Superintendent's discretion when the District moves into the blue designation for two (2) consecutive weeks or when the COVID-19 vaccine has become available to UNION Members (both doses if two (2) doses are required), whichever occurs first. During the second phase, students shall be divided into two (2) cohorts, each of which shall physically report to school two (2) days per week on a rotating every other day basis so that no more than fifty percent (50%) of the students shall be present for any one (1) class. The Adult Learning Center shall welcome students in person in the second phase of hybrid learning.
- E. The second phase of Hybrid Learning shall last a minimum of two (2) weeks and, upon reaching that threshold, the District may move to a full in-person learning model at the Superintendent's discretion.

- F. The Parties agree that, if the District moves to to the remote learning model for all students, UNION Members shall have the option to work remotely as well without physically reporting to their buildings.

In the event that the District moves to remote learning for students, to ensure coverage in the buildings, which are remaining open, Associate Principals, Assistant Principals, Deans and Assistant Deans will be required to coordinate with the building Principal and the building Administrative Assistant(s) to arrange a schedule to ensure in-person coverage. All departments within the Central Office and the Parent Information Center must also work with their Directors and Assistant Directors to ensure coverage during normal operating hours. These coverage arrangements should be as equitable as possible among all staff who are required to report and any inequities are subject to review by Human Resources.

- G. There shall be no Breakfast in the Classroom for the remainder of the 2020 – 2021 school year.
- H. Students shall eat their lunch in the cafeteria or other designated non-classroom space with at least six (6) feet of physical distance. Building administrators and lunch aides will supervise lunch. Paraprofessionals and MTAs may be asked to supervise lunch but shall be permitted to decline any such assignment.
- I. Union Members shall be provided with a designated space for lunch in which a minimum of six (6) feet of social distancing shall be maintained.
- J. Best efforts will be made minimize the assignment of Union Members to multiple classrooms/multiple cohorts of students during the day.
- K. Parents shall be provided a notice at the start of hybrid learning making clear that, by sending their child/children to school each day, they are attesting that the child/children are not experiencing any COVID-19 related symptoms and have not been in close contact with anyone who has a confirmed case of COVID-19.
- L. There shall be no early drop off or late pickup for students.

- M. No UNION Member work hours shall change.
 - N. All classrooms will allow for at least six (6) feet 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.
 - O. Mask breaks will be provided as appropriate so long as six (6) feet 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. Mask breaks will be supervised by the classroom Teacher.
4. In the event that the Teacher is teaching from home, a Monitor Teacher Assistant or Paraprofessional may 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.

For purposes of this section only, substitute pay may be paid on a period basis at a rate of \$6.50 per period. All other substitute pay shall be limited to half or full day increments, per the current collective bargaining agreement language.

5. If a Union member is required to quarantine due to a close contact while working in-person at the Brockton Public Schools, the employee shall be permitted to work remotely during the period of their quarantine and shall be required to get COVID-19 tested as early as possible so as to shorten the length of the quarantine.
6. Should a Union member's child be required to quarantine due to a close contact and the Union member is required to care for the child during the quarantine, the Union member shall be permitted to take a short-term unpaid leave of absence for no more than ten (10) consecutive days. This leave of absence shall not negatively impact seniority, longevity, or benefit accruals. Documentation of the child's quarantine must be provided to Human Resources.
7. Union Members are encouraged to avoid leisure travel that would require a quarantine under the Governor's July 24, 2020 Travel Order. Those Union Members subject to a travel-related quarantine may take a COVID-19 test within seventy-two (72) hours of their return to Massachusetts and can stop quarantine upon receipt of a negative result. Those members on quarantine may be permitted to work remotely if remote work is available based on the discretion of the District. If remote work is not available, the Union Member will be required to take an unpaid leave of absence for the duration of the quarantine.
8. Union Members who were assigned technical assistance responsibilities for the 2020/2021 school year shall be relieved of those responsibilities for the remainder of the 2020/2021 school year and shall return to their normal job responsibilities.
9. This Agreement shall neither establish a practice nor set a precedent to any modified working condition set forth herein. Furthermore, during the term of this Agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits unless mutually agreed upon by the UNION and the School Committee.
10. This Agreement shall only be applicable while the District is operating in a hybrid learning model and shall expire at the end of the 2020-2021 school year.

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

BROCKTON SCHOOL COMMITTEE

BROCKTON EDUCATION

School Reopening Agreement 2020-2021 – General Education Hybrid Learning Models

Brockton Education Association and BEPA/MTAs

March 8, 2021

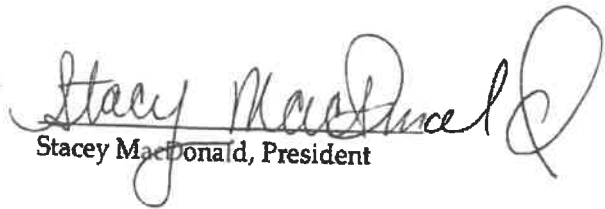
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PARAPROFESSIONAL ASSOCIATION
& BROCKTON MONITOR TEACHER
ASSISTANTS



Michael P. Thomas, Superintendent

3/7/21



Stacey MacDonald, President