

**Memorandum of Understanding
Between
Berkshire Hills Regional School District
&**

Berkshire Hills Education Association – Unit A & Unit C

The Berkshire Hills Regional School District and the Berkshire Hill Education Association agree to this Memorandum of Agreement (MOA) for learning during the COVID 19 crisis.

1. Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) between the Berkshire Hills Regional School District and the Berkshire Hills Education Association shall remain in full force and effect.
2. The District and the Association will form a Health and Safety joint labor management committee (JLMC) with equal parts from each group (three people and one alternate) and representatives from each unit, to discuss and negotiate all changes from one (remote, hybrid, and in-person) model to another. The JLMC shall convene once a week (preferably Thursday or Friday) to discuss metrics. If the metrics warrant a change in the learning model, a one-week lead will be given when possible. Less restrictive to more restrictive can happen quickly, and more restrictive to less restrictive would happen with at least a week's notice. The parties shall open negotiations regarding the impacts of a move to another phase based on agreed upon metrics. These metrics may serve as a trigger to begin negotiations and do not require the BHRSD to move to another phase/model.
3. The JLMC shall review the following agreed upon metrics:
 - Positivity Rate in Berkshire County
 - Positivity Rate in the combined member towns.
 - Air Exchange Rate in any Building
 - The State's COVID-19 Ranking Model
 - Trends

The following metrics would be used to inform decisions about which learning model to use:

- >3% Positivity Rate in Berkshire County
- >3% Positivity Rate in the combined member towns.
- Air Exchange Rates at Muddy Brook, WEB Dubois and Monument Mountain will meet 4x/hour. If a room has no windows but it meets air exchange rates, it can be used.
- A rating of yellow or red in any of the member towns.
- If guidance from the CDC, Massachusetts Department of Public Health, or the local DPH indicates that the district should move to remote learning.
- Trends as defined by either a 14-day period of upward or downward numbers.

Both parties agree to a Fully- Remote Distance Learning Plan that will be reviewed and compared to the agreed upon metrics on or about September 28. Hybrid model of learning will begin on October 5.

4. In the event of an infection or suspected infection, areas where the individual entered will be closed until sanitized. Staff will be asked to get tested and will self-quarantine (14 days) along with those whom the infected person came into contact with within the 10 days prior to infection. All staff exposed would be asked to not return to the building after a positive test and would be asked to work remotely until a negative test result is shared.

5. **Phase I Re-Entry:** All 10 month employees, in all units, will begin work on August 26. August 26 and the following ten days through Sept. 11th, will be used for Professional Development. The agendas for the first 11 PD days are TBD (60/30/10). During Phase I, any employee with extenuating circumstances may contact the Superintendent and ask/apply for the ability to work outside of the school buildings.
6. **Phase II Re-Entry:** Employees will meet virtually with families and students to assess needs, offer guidance, set expectations, and plan schedules and curriculum. Employees shall schedule this work at their discretion.

Parents and school community members must be educated and informed about safety protocols in the case of moving from one learning model to another, including health protocols for children. No person should be coming to school sick or medicated prior to coming to school with fever reducing OTC or other medicines.

Federal, state, and local protocols for responding to COVID-19 in schools and on buses must be followed.

7. **Phase III Fully-Remote Plus:** - (September 14 to October 2) will be used for the agreed upon Fully-Remote Distance Learning plan. Students with high needs and complex disabilities will re-enter the buildings on September 28 for 4 days with appropriate schedules between the hours of 9am to 2pm. Teachers and paras working with students with complex disabilities will be given safety training above the training given to other staff. Masks and face shields will be provided by the district. All staff in direct contact with specific students will be allowed a maximum reimbursement of \$300 for the purchase of hospital scrubs. Students who cannot wear masks will be given face shields to wear during school and bus hours.

When it has been negotiated that classes should resume in a hybrid or in-person model, high risk students should be considered a priority population for phased reentry with complex disabilities first, then ELs, Pre-K and homeless/foster care.

8. **Phase IV Hybrid Model** - If the health and safety metrics are met, the hybrid model as negotiated may begin October 5, provided the district and building-level safety plans and protocols regarding staff and students are agreed upon and followed.
9. **Phase V. All-In Model:** If the health and safety metrics as agreed upon by the JLMC are met, the all-in model as negotiated may begin on (TBD) and provided the district and building-level safety plans and protocols regarding staff and students are agreed upon and followed.

10. **Teacher and Para requirements:**

- a. Monday, Tuesday, Thursday, and Friday Unit A shall post assignments for the students on the designated platform. On Wednesdays, students will engage in asynchronous learning activities. Staff will use Wednesdays for supporting learning, staff preparation, professional development, collaboration, individual student/family check ins, or advisory (up to 45 minutes).
 - b. Staff shall be available during the normal school hours of the grade level at which they are teaching. Unit A shall provide asynchronous learning and synchronous lessons and sessions. Unit C will support students in their learning. These sessions may include Wednesdays as needed.
 - c. Paras: In the event a para is asked to work as an in person long term substitute for remote teachers during hybrid, Article 4.11 of the contract will apply. Principals will first ask for volunteers for this role and paras may decline the role.
 - d. Paras shall be assigned to grade level teams or departments to reinforce instruction, provide small group enrichment, or otherwise assist in ensuring the success of online learning. Should it be necessary, paras may move virtually between buildings on a volunteer basis only.
11. The District agrees to find appropriate time prior to changing to any other model to allow educators to meet with students and parents to discuss student progress, expectations and for educators to do wellness checks.
12. The District's previously agreed upon calendar shall remain in effect (though PD days or ½ days may be changed)
13. During remote and hybrid learning times, teachers are encouraged to work in their buildings with safety protocols in place. Specific exceptions may be considered on a case by case basis by the Superintendent.
14. Classrooms and offices with no windows but with appropriate air exchanges will be used. Classrooms and offices without appropriate air exchanges will not be used.
15. **Equipment (PPEs):** PPE refers to goggles, masks (N95 for high risk), face shields, gowns, hand sanitizer, gloves, and other cleaning supplies. Employees working in the buildings will be provided Personal Protection Equipment to supplement their own masks. Refer to policy EBBFA.
16. A minimum of six (6) feet distance shall be maintained at all times between individuals. Any individual assigned to a space that does not allow for six (6) foot social distancing will be given another workspace or have a divider installed. Other student/staff occupied areas must be equally tasked with social distancing, masks, and cleaning protocols. No large group gatherings per state guidelines. Students with complex disabilities that are unable to wear masks, will be given shields to wear. The only exception to the 6-foot distancing will be an allowance for staff working with high needs students provided other safety measures are followed.

17. Illness/Family First Coronavirus Response Act (FFCRA)

- a. As per the Governor's Travel Order of August 1, 2020 employees, and members of the employee's household are responsible for the resulting quarantine and/or COVID care if their behavior goes against the Governor's orders.
- b. Aside from outlined here, all rules regarding leaves in the CBA shall apply.
- c. Any employer who is diagnosed with COVID-19 will be placed on paid administrative leave during their treatment and quarantine period in accordance with the [FFCRA](#).
- d. Any employee who is required to quarantine due to contact with a COVID-19 positive individual will quarantine. If an employee is feeling fine, the employee will work remotely. If the employee is not feeling fine, the employee will not work remotely. If an employee receives a positive test, the employee will be placed on paid administrative leave.
- e. If an employee is required to stay at home due to COVID-like symptoms the employee shall be granted leave from the COVID leave in accordance with the FFCRA.
- f. Any employee or their family member for whom they are the primary caregiver who has a pre-existing condition or other illness that prevents them from physically working in the building shall provide a note from a healthcare provider to the Superintendent and shall be allowed to continue to work remotely, as long as remote work is available.
- g. Before using FFCRA leave, the employee and administration will work together to facilitate the employee continuing employment by working remotely.
- h. 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 CBA.
- i. Any employee utilizing leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA) or any other leave that covers only partial payment of salary may, at the employee's sole discretion, use paid leave (personal, sick, vacation, etc.) in a fractional rate to cover the difference in salary between the leave's provisions and the employee's actual salary for the FFCRA time period.

18. All advisory and any other stipends normally paid under the collective bargaining agreements (CBA)s shall be paid in full during the period of remote learning, if the activity or group takes place or has scheduled meetings. Stipends for activities with fewer hours, meetings, or shortened seasons will be prorated.

19. Modifications/ Waivers on State Regulations:

- a. Evaluation: All teachers will participate in goal setting. First year teachers as well as teachers with Improvement Plans will continue their Supervision and Evaluation process. Only during remote learning, teachers with Professional Status will have formal evaluations put on hold. During in person hybrid or full in person learning teachers will use the typical process. Maximum flexibilities will be afforded on documentation, evidence and the creation of binders.

20. **Professional/ Licensure responsibilities:** The District and teachers shall take all steps within their power, including requesting waivers, to extend timelines for advancing or renewing current licenses based on barriers to educators' ability to earn PDPs, take or pass MTEs, and meet other coursework or program requirements. This language shall be construed as the parties' intent to keep current employees licensed and employed with the District.
21. **Technology Equity:** All staff shall be provided by the District, at no cost to the employee, a laptop containing sufficient hardware and software to conduct all requirements. Staff who do not have internet access in their home, or who have insufficient internet access, shall have a range of possibilities provided.
22. The District shall determine the appropriate platform (Canvas) for on-line instruction. Teachers shall be provided training in this platform during regular work hours. If a teacher wishes to supplement the on-line instruction with a non-embedded application, they will discuss with the supervisor.
23. As we continue to define our approaches to hybrid learning, we will engage in discussions about appropriate models.
24. **Special Education:**
During the Phase 2 planning time, educators will meet remotely with caregivers to determine a service schedule for the least restrictive environment. Special education faculty and staff, including paras, will provide inclusion services in general education remote sessions whenever possible.
 - a. Special Education faculty and staff will be allowed to hold small group synchronous sessions to meet the requirements of students' education plans.
25. **Parent Engagement:**
 - a. All parent meetings will be conducted remotely.
 - b. Grading: Each grade level shall follow the same grading protocols as physical instruction and shall follow the terms of the Collective Bargaining Agreement (CBA).
26. A Student Code of Conduct will be shared with students and families and supported by teachers, paras, and administrators. Missteps will be addressed by our restorative practices and/or disciplinary procedures.
 - a. An administrator shall be available to educators in real time for conduct interventions if needed. A SAC shall be available to educators in real time for SEL interventions if needed.
 - b. Recording of any Learning Sessions by parents, guardians, students, and/or administrators will be strictly prohibited. Students with accommodations may request and record class sessions.

27. **Health and Safety** (in the event of hybrid phase-in):

- a. The District shall provide each employee with Personal Protective Equipment (PPE) if or when a hybrid model or in person learning takes place, which will be delivered to the employees' worksite and available prior to the employees' report time. Including but not limited to face shields, N95 face masks (when appropriate), face masks, gloves, goggles, and gowns. When appropriate, special consideration must be given to special needs populations including, for example, clear masks for the deaf and hard of hearing and gloves and gowns for teachers who engage in diapering and toileting. This does not prevent an employee from using their own appropriate, acceptable PPE, excluding gaiters and vented masks, if they so prefer. No gaiters, no bandanas.
- b. The District shall provide and replenish adequate supplies of hand sanitizer, soap, disinfectant cleaner, and paper towels for every employee in their workspace.
- c. Workspaces and bathrooms shall be cleaned and sanitized multiple times per day.
- d. Plexiglass barriers will be installed on the front office counters by September 1, 2020.
- e. All schools will be closed to the public and no visitors will be permitted to enter the buildings, though collaborations outside will be supported. Signs indicating this will be clearly posted. Any outside contracted work arranged by the Superintendent of Schools, director of maintenance, or their designee, will be communicated before it begins. Secure, locked, drop boxes will be installed outside of the buildings to allow for no-contact drop off for documents. Staff will use phone and email to communicate with staff in the main office and only enter when absolutely necessary. A table will be placed outside of each main office for staff documents as needed. Parents and families will be informed of their limited access to schools during COVID-19.
- f. Before moving to a hybrid model, provide proof that the HVAC systems are capable and air quality is healthy and safe. For each classroom, independently test and publicly post the results. (This information is available as of 9/23/2020)

28. MERV 8 filters or greater will be installed and replaced at least every 4 months. Windows should operate properly. All buildings will have air circulation systems operating to allow for at least 4 exchanges per hour, with appropriate air filtration (at least MERV 8), certified by independent HVAC professionals. If a room/area cannot meet air exchange rate of 4 or above, that room/area will not be used.

Air exchange testing will be conducted regularly including again in November with results made public.

Ionizers and other remediation methods for low air exchange will be used. Staff occupying rooms with air exchange lower than 4x/hour will be moved and given another space until an if such space is remediated.

BHEA and the District reserve the right to reevaluate agreements knowing that kids are different developmentally and that buildings have different needs. In particular, models for our younger students (PK, EK, K, 1 and possibly 2) may evolve over time including 4 day a week instruction because we can accommodate whole classes.

Signatures - Berkshire Hills Education Association Unit A
Donna Astion & Helen Eline, Unit A Co-Presidents

Date

Signature - Berkshire Hills Education Association Unit C
Laura Passetto, Unit C President

Date

Signature – BHRSD School Committee Chair
Stephen Bannon, Chair

Date

Signature – BHRSD Superintendent of Schools
Peter Dillon, Superintendent

Date