

Wachusett Regional School District  
and the  
Wachusett Regional Education Association, Inc.  
Memorandum of Agreement COVID-19 - Hybrid

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School Committee (hereinafter, "District") and the Wachusett Regional Education Association (hereinafter, "Association").

WHEREAS, 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 Association jointly agree to this Memorandum of Agreement (MOA) for the school year 2020-2021 and for hybrid learning.

THEREFORE, the Wachusett Regional Public Schools and the Wachusett Regional Education Association hereby agree to the following:

The terms of this Agreement shall be non-precedent setting and only be effective for the 2020-2021 school year during periods of Hybrid Learning and shall be in addition to the agreements reached in the Remote Learning Memorandum Of Agreement executed on September 16, 2020. The terms of this Agreement shall supersede any conflicting terms in the Remote Memorandum of Agreement executed on September 16, 2020 and the parties' collective bargaining agreements. All other terms of the parties' collective bargaining agreements shall apply.

In the event that the District returns to Remote Learning, the parties agree to resume the Remote Learning Model. In this event, Cohorts A, B and C will be blended into one class and follow the schedule established for the hybrid model.

The purpose of this Agreement is to outline the changes in working conditions resulting from the Covid-19 pandemic, and no part of this agreement will constitute past practice. This agreement is non-precedent setting and expires on the last day of the 2020-2021 school year, or if the pandemic ends, whichever comes first.

**A. Working Conditions Modifications**

**a. Expectations**

- i. The professional expectations for educators during the reopening of schools shall be consistent with meeting the curriculum and student learning time requirements set by law, regulation and district policy regardless of location (e.g. remote, in-person, or a combination of both). The student school day, with the exception of lunch, recess, mask breaks will be synchronous learning as defined by DESE and consistent with the

above requirements.

- b. In the Hybrid model, all students will be assigned to one of four different cohorts:
  - 1. Cohort A: Students attend in-person learning on Monday and Tuesday. Students are remote on Wednesday, Thursday and Friday.
  - 2. Cohort B: Students are remote on Monday, Tuesday and Wednesday and students attend in-person on Thursday and Friday.
  - 3. Cohort C: Students who are participating in remote-only instruction 5 days per week will officially be assigned to either Cohort A or B for the purposes of planning and pacing of lessons and to ensure students follow the scope and sequence of their peers. The assignment to either Cohort A or B does not guarantee that the Cohort C students at all times will be participating virtually with the in-person students. In the event that a principal is made aware of concerns from parents on the amount of synchronous time, the principal shall meet and discuss the concerns with the educator.
  - 4. Cohort D: The District will identify High needs students who will be placed in Cohort D who may attend full days on Monday, Tuesday, Thursday, Friday and a half day on Wednesday. These students may be in the buildings more frequently than Cohort A or B but not to exceed the length of the Cohort A or B in-person portion of the student school day. Considerations will be made for attendance in both Cohort days based on the student's individual needs. Any concerns about student placement will be brought to the attention of the principal.
- i. Cohorts A & B are divided into approximately two equal size groups in which Cohort A students would attend in-person/face-to-face while cohort B participates in remote/distance learning and vice-versa. Every effort will be made to balance the number of students in each cohort, however, there may be some classes where the number of students in each cohort will not be balanced. In the event a class has only one student who attends in-person, upon the educator's request, the building principal will relocate the class to a common area of the school building.
- d. Student Week
  - i. **Monday, Tuesday, Thursday, Friday:** With the exception of high school students, the length of the in-person student school day will be reduced

by sixty (60) minutes each day for all students. In addition to the in-person instruction, students will be provided with 60-minutes of asynchronous work on these days. The assignment of this work will be distributed across all content areas and may include additional work from Special Education and counseling. The expectations for high school students, whether in person or remote, will be a six period school day running from 7:35 a.m. until 2:10 p.m. Period Six of the high school schedule shall be considered an asynchronous period. Synchronous work may occur during this time at the educator's discretion.

- ii. **Wednesday:** With the exception of some students with significant special needs who will be in attendance in the morning only, Wednesdays will be a fully remote learning day for all students. Wednesday mornings will be synchronous consistent with A.a.i above. In the event that a principal is made aware of concerns from parents with regard to synchronous learning time within the school day, the principal shall meet and discuss the concerns with the educator. On Wednesday afternoons, students will be responsible for participating in asynchronous learning activities for the duration of their typical school day. The assignment of this work will be distributed across all content areas and may include additional work from Special Education and counseling.

e. Staff Week

- iii. i. The length of the staff contractual work day, and work year remain as set forth in the CBA, although each teacher's assigned work location during such contractual work time may be fully remote, hybrid remote/in-person or fully in-person as defined by the Superintendent or consistent with the provisions of this agreement and the Remote Learning agreement.
- ii. Staff can choose to work remotely if no students are present with the agreement of the principal which shall not be unreasonably withheld.
- iii. The district recognizes that itinerant staff may provide services remotely to students to meet the required service delivery grid minutes.
- iv. Wednesday may be remote for professional staff excluding staff members assigned to Cohort D.

B. Work Day/Work Year/Assignment

- a. The parties recognize that these are unusual circumstances and an evolving situation. The Superintendent agrees to regularly meet with Association representatives to review issues pertaining to COVID related instruction. In the

event of a request to meet by either party, that meeting shall occur within three school days of the request. In the event the District makes a transition from hybrid to remote, the Superintendent will give as much notice to staff as practicable to prepare for remote learning. All parties agree that the remote and hybrid plans may be switched throughout the school year depending on the logistical and safety conditions in the district.

- b. Every effort will be made to accommodate staff that are immunocompromised consistent with CDC guidelines and have requested an accommodation under the ADA. An educator may request that he/she be permitted to work from home for personal reasons. The Superintendent may in his discretion grant this request. The Superintendent's decision is final and binding.
- c. The sixty (60) minutes at the end of the day on Monday, Tuesday, Thursday and Friday as well as Wednesday afternoons will be reserved for teacher directed activities to include planning, preparation, and collaboration time. The Association recognizes that professional development will not be offered by the District during these Wednesday afternoons.

C. General Working Conditions

- a. Educator evaluation will continue pursuant to the Remote Memorandum of Agreement executed on September 16, 2020.
- b. Educators are responsible for taking attendance.
- c. Educators are responsible for using and monitoring district determined learning and management platforms for in-person and remote cohorts for the purpose of communication, instruction, assignments/activities/lessons and assessments.
- d. Educators are responsible for attending any administrative meetings or other meetings as required under the contract. Every effort will be made to provide educators a virtual option for such meetings.

D. Inclement Weather/Snow Days/Power-Internet Outage Days

- a. In the event of inclement weather or a snow day which may result in the cancellation of in-person instruction and be a fully remote learning day, the daily schedule for all students on that day will follow the normal schedule. In the event of a fully remote learning day, every effort will be made by the Superintendent to notify staff in advance.

E. Health and Safety

- a. "WRSD Reopening Guidelines" dated August 2020 is hereby incorporated into this agreement by reference.
- b. Masks will be worn according to the School Committee Policy.
- c. Every reasonable effort will be made for students to not eat lunch in their classroom.
- d. KN95 masks will be provided to staff for lunch duty and to any staff member who has a student that does not wear their mask with fidelity.
- e. Gloves, gown, face shields and other PPE will be provided to staff as needed for specific services. Staff requests for additional PPE shall not be unreasonably denied. Every effort will be made to procure and make available suitable PPE and if necessary, reasonable alternatives.
- f. A protocol for accessing PPE and cleaning supplies will be provided to all staff prior to 11/18/2020. This protocol will include a process for staff to request specific PPE.
- g. Staff will receive training prior to 11/18/2020 on how and when to use the cleaning spray and wipes and will be provided with access to the Material Safety Data Sheets for all cleaning chemicals used by the District.
- h. In the event a staff member is informed that a staff/student was a close contact of a COVID-19 positive case, the staff member shall report this information to the COVID Point Person or the school nurse as soon as possible. The District will investigate the report.

F. Leaves

All faculty and staff who are positive or asymptomatic from close contact with a COVID positive individual during school hours in our district will have the option to work remotely from home during quarantine and will not be charged sick days for the period of taking and receiving any test results or the period of a quarantine. If the educator tests positive and if the educator is unable to work remotely due to illness, the educator will follow the FFCRA regulations if applicable.