

Memorandum of Agreement

Between

The Andover Education Association

And

The Andover School Committee

August 2020

WHEREAS, DESE guidelines on reopening public schools in the context of the ongoing Coronavirus (COVID-19) pandemic, and APS is developing plans to meet these guidelines.

WHEREAS, during this unprecedented and ever-evolving circumstance, the Andover School Committee (“District”) and the Andover Education Association (“AEA”), collectively referred to as the “parties”, hope to work cooperatively to support all students, to keep administrators, teachers, and staff connected to the school community, and, consistent with the recommendations of the Commissioner of the Massachusetts Department of Elementary and Secondary Education, and both State and Federal law and guidance, to provide students with the best possible educational experience as well as staff the resources to deliver it.

WHEREAS, the parties wish to preserve the health and welfare of students, employees and community members, the AEA and the District agree that the following protocols and procedures will apply to all employees of AEA Units A, B, C, and D by entering into this Memorandum of Agreement (MOA).

The parties agree to the following:

**A Phased Reopening**

1. **Phase 1 of Reopening:** The first phase is for teachers, Education Support Professionals, substitutes (both itinerant/per diem and building substitutes who are paid a full salary and are available every day) and all other relevant school personnel to have uninterrupted time together to prepare for the return of students and resumption of school in whatever model the local association and district deem best through negotiations. This time will be used for things including but not limited to setting up classrooms and other spaces; learning about the health and safety protocols; making time for professional development and curriculum development; and preparing for Phases 2 and 3 — the Social Emotional Learning (SEL), academic learning and possible hybrid remote education that will be fundamental to the first six weeks of school when students return. The typical APS professional development allotment at the start of the school year is wholly inadequate in the context of our current crisis.

2. **Phase 2 of Reopening:** The second phase is for educators to meet students and families. This time will be used for things including but not limited to meeting one on one with

families and students and preparing them for the new health and safety protocols, including physical distancing and mask wearing. This time should be used for social emotional wellness checks, basic needs assessments, an evaluation of technology needs and reconnecting with students, families and school communities.

3. Phase 3 of Reopening: The third phase is the resumption of instruction/learning, whether in person, remote or hybrid, and it focuses on the first six weeks of learning. The foundation of any successful school year is built in the first six weeks. During this time, educators and students will build their relationships with each other, establishing their learning community and school climate and culture. It is a time when we set expectations and rules, learn new structures and routines, and lay the groundwork for Social Emotional Learning (SEL) and academic learning throughout the year. Unfortunately, in too many instances SEL has been reduced to a curriculum block on the daily schedule rather than a process that is integrated into the entire day. Now more than ever, we have to build school culture and embark on SEL in the manner that was intended.

Academically, curriculum and instruction decisions should be informed by what students need and by what will engage them. These decisions should be made by the educators closest to the students — e.g., grade-level or department teams. Business-as-usual instructional approaches — organized around “covering the curriculum,” test prep and test administration— must be avoided, as this will distract from real learning, cause unneeded stress, and produce meaningless results in the case of standardized tests. Local plans should emphasize project-based learning, which provides maximum flexibility as students move between in-person and remote instruction.

4. Phase 4 of Reopening: The fourth phase will be based on an assessment of where things stand, both in terms of public health data and educational progress under the initial reopening plan. This assessment will be led by the **joint labor management committee**, and will seek input from students, parents and the community. It should take place six to eight weeks after the start of school. Based on this assessment, the parties will determine their next steps— e.g., continue with the initial plan or make modifications through a revised MOU.

### **Health & Safety**

1. PPE: The APS district will provide necessary PPE to students and staff and formulate a requirement enforcement plan with the Association.
2. Requirements will include physical distancing of at least six feet and mask wearing at all times in classrooms and in other group settings. Masks must be made available for students and staff.
3. As a condition of reopening, the APS district must evaluate and, if necessary, upgrade or repair their windows and HVAC systems to provide for proper air exchange, filtration and climate control to ensure the safety of students and educators.

4. The APS District must establish baseline protocols for daily maintenance and cleaning.
5. The APS District must have protocols for dealing with positive COVID-19 cases, including establishing isolation rooms, testing and contact tracing.

**Staff Assignments/Workload, Including Alternative Teaching/Learning Arrangements for Educators and/or Students**

1. There should be recognition that there will be a need for both remote and in-person educators.
2. As a general rule/expectation, educators should be primarily or exclusively remote OR primarily or exclusively in-person, but NOT both.
3. Educators prioritized for remote instruction should include those in at-risk categories or who have household members in at-risk categories, as well as those with pressing child care responsibilities; the APS District should consider mitigating child care issues by coordinating teaching and learning schedules regionally, particularly in a hybrid (staggered schedule) environment.
4. If alternative work arrangements are not possible for at-risk educators, there must be provisions for **paid leave** until alternatives can be arranged.
5. Educator assignments must balance flexibility (e.g., being asked to teach outside an area of expertise) and employment protections (e.g., maintenance of licensure and employment protections, including PTS).
6. Students in at-risk categories or who have household members in at-risk categories shall be provided alternative learning arrangements, including remote learning, for example.

**Full Funding and Full Staffing**

1. SOA is the baseline funding.
2. Reopening requires more money and more staff: smaller classes, more bus capacity to enable physical distancing, more nurses and counselors and Education Support Professionals to address student needs, and an unwavering commitment to using the appropriate PPE and following health and safety protocols.
3. The APS District agrees to maintain full employment of hourly staff, and there must be an intentional commitment to hiring more educators of color.
4. IA Expectations and Roles:

- Job security- IAs and other support staff should be given notice of their position in APS in a timely and clear manner.
  - IAs should have clear, consistent directives and roles in case we go remote again. IAs need to be fully and properly utilized.
  - The district must provide IA PD training that is meaningful, relevant, and informed by need. IAs were never properly trained on how to do our jobs as it is. We are capable and adaptable, so IAs have learned on the job, but they shouldn't have to.
  - District should provide Hazard pay for IAs in close proximity to students, and a consistently applied pay differential for IAs who take over teacher duties.
  - There needs to be scheduled time for IAs to meet with, learn from, and support other IAs.
5. The APS district shall seek all reimbursement opportunities provided by the state for all necessary PPE, physical materials and other resources necessary for reopening.

### **Reimagine Curriculum, Instruction and Assessment**

1. The parties agree to develop flexible curriculum that promotes exposure and experience over coverage and standardization, and that specifically advances anti-bias work and addresses inequities. Cultural- and linguistic-sustaining practices, including ethnic studies, must be embedded into preK-12, higher education curriculum.
2. The APS District will suspend testing assessments that reduce already limited time-on-learning. The District must reduce testing that's in district "control"; cost of testing - could that money be spent in "better ways"- MAP, IAAT loss of time on learning - We are losing close to 10% of teaching time in testing each year.
3. The Parties will agree to issue a joint statement to DESE demanding a moratorium on MCAS.

### **Computers and Internet Access for All**

1. All students and staff, including paraprofessionals, must have access to appropriate technology to fulfill their roles and responsibilities.
2. All students and educators, including paraprofessionals, must have access to reliable and adequate internet service.
3. The APS District must provide support to students, families and staff to set up and use technology.

### **Other Terms**

1. The parties shall form a joint labor/management working group, composed of no more than five members appointed by the AEA and five members appointed by the Superintendent. The purpose of the working group is to discuss and attempt to resolve implementation issues related to the delivery of remote learning during the COVID-19 closure period including, but not limited to, issues related to employee evaluation and student grading.

2. Each School will form a Health and Safety joint labor/management committee including the school nurse to monitor and modify protocols, and ensure proper requirements are adhered to by students and staff and that the cleaning of buildings is consistent.

2. The terms of this MOA shall not constitute a past practice or precedent.

3. This MOA will stay in full force and effect until for the 2020/2021 school year. This MOA may be modified or extended by mutual written agreement of the parties.

Agreed to by the parties on the date(s) indicated below. The parties may execute this agreement electronically.

For the Andover Education Association:

\_\_\_\_\_  
Matthew Bach, President  
Andover Education Association

Date:\_\_\_\_\_

For the Andover School Committee:

\_\_\_\_\_  
Shannon Scully, Chair  
Andover School Committee

Date:\_\_\_\_\_