

Full Remote Model

Proposed Memorandum of Agreement

Between the Shrewsbury School Committee and

The Shrewsbury Education Association, Unit A

1.27.2021

Final

Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect. The provisions of this MOA shall be in force until there is a return to either Hybrid or full, in person instruction or the end of the 20/21 school year, whichever happens first.

1. Work Day/Schedule:

- a. Staff daily schedules will remain the same as teacher day schedules in the current CBA.
- b. On Wednesdays when there is a five-day school week, live, synchronous learning will be provided during the mornings and students will be provided with asynchronous learning assignments for the afternoon, when teachers will have time for collaborative planning and meetings (see #2 below).
- c. In addition to the live, synchronous learning time outlined below in “d”, at the high school level, Unit A members teaching remote students will be available via Zoom after the scheduled student learning hours for live, synchronous extra help sessions for students assigned to their classes at least 3 times a week for at least 30 minutes at the end of the instructional day (2:00pm-2:30pm).
- d. “Live, synchronous instruction or support” is defined as any of the following:
 - Direct instruction by the educator to a full class
 - Direct instruction by the educator to a small group
 - Educator-led discussions
 - Student-led discussions, with the educator present to supervise/answer questions
 - Students performing guided practice or independent work during a live Zoom session, with the educator present to support students and answer questions
 - Morning meeting, homeroom, or advisory periods
 - Any other learning experience where the educator and students are present together in the same live Zoom session

As is the case with live, in-person teaching, it is understood that Unit A educators will use their professional judgment regarding the mix of direct instruction, guided practice, discussions, and independent work during live,

synchronous class periods in order to achieve student learning goals. In addition to providing longer periods of downtime between live classes (see below), educators may mitigate the amount of screen time by utilizing a variety of methods as illustrated above while still ensuring that students are benefiting from the consistency of the class schedule and the live connection with the educator.

Unit A educators will connect with students “live” and provide synchronous learning experiences (as defined above) to students through instruction or support via Zoom according to a remote instructional schedule established for their role and grade span. The goal is to keep the instructional schedule the same or similar to the current hybrid schedule; it may be adapted as necessary to make it more effective and efficient for students and staff.

This instructional schedule will provide educator preparation periods and lunch periods in accordance with the current CBA. For Monday, Tuesday, Thursday, and Friday schedules, live synchronous learning time will be provided within the following parameters by level (see Section 2 for Wednesday early release schedule):

High School

Length of the contractual educator work day at the high school is 7:20am to 2:30pm (7 hours & 10 minutes or 430 minutes). High school educators will provide live, synchronous learning time as defined above for students according to their current in-person schedule for the hybrid model less five minutes per period to be added to current “passing” time to provide a longer screen break for both students and educators. This means that instead of typically 5 out of 7 class periods, or 3 hours & 45 minutes or 225 minutes, the typical amount of live, synchronous learning will be 200 minutes. The time between 2:00-2:30 each day will either involve students attending live extra help with teachers (per 1c above) or completing asynchronous academic work in order to meet state requirements for “time on learning.” What was formerly a “duty period” for high school teachers teaching 5 out of 7 periods may be used for planning, grading, collaboration, communication, etc., typically at the educator’s discretion but with the understanding that this time may be used for directed work requirements such as attendance at an IEP meeting. The school administration will work with high school educators and service providers whose schedules do not have a duty period (typically special educators) to determine ways to provide support for the completion of required tasks.

Middle Schools

Length of the contractual educator day at the middle schools is 7:45am to 2:55pm (7 hours & 10 minutes or 430 minutes). Middle school educators will provide the equivalent live, synchronous learning time as defined above for students as is currently part of their in-person schedule for the hybrid model. At Oak, team teachers will continue to meet with each of their class sections each day for a full period, which is typically between 40 and 45 minutes; at Sherwood, teachers are responsible for two subjects and may flex time across those subjects, but will teach each of their two sections

of students at least for an amount of time equal to four periods of 40 to 45 minutes each (although the time may be allocated differently). In addition to this instructional time in the core subjects, middle school team teachers are responsible for continuing to provide daily opportunities where students are connected to their teachers, such as homeroom/ team time/ academic focus time, through live, synchronous Zoom sessions as defined above; such time will be at least 45 minutes in length daily, although it may be divided into various segments at the team's discretion. This combination of live, synchronous subject classes and homeroom/ team time/ academic focus time will be for a minimum 3 hours and 20 minutes or 200 minutes. The intent is to model schedules according to the typical ranges being followed by live, synchronous instruction of current fully-remote Cohort D student schedules.

In addition to the contractual preparation and lunch periods, middle level team teachers will also have one period with no student instruction. During that period, they may accomplish required tasks such as grading, collaboration, communication, etc. (at Oak the preparation periods and team collaborative meetings typically take place when students are attending their allied arts and foreign language classes; at Sherwood, due to the lack of foreign language classes, some team collaborative meetings may be scheduled when students are learning asynchronously). These non-instructional times may be used for directed work requirements such as the team meeting with the assistant principal/ adjustment counselor, attendance at an IEP meeting, etc.

Middle level special education teachers and service providers and special subject/ allied arts teachers will continue to teach the same schedule as their current hybrid schedule. Time during the educator work day when these educators are not providing instruction to students, and that is in addition to the contractual preparation and lunch periods, may be used for planning, grading, collaboration, communication, etc., with the understanding that this time may be used for directed work requirements such as attendance at an IEP meeting. The school administration will work with middle school educators and service providers whose schedules do not have an additional period beyond their preparation period (typically special educators) to determine ways to provide support for the completion of required tasks.

Elementary Schools

Length of the contractual educator day at the elementary schools is 8:30am to 3:30pm except for Beal, which is 8:45am to 3:45pm (7 hours or 420 minutes). Elementary school educators will provide the equivalent live, synchronous learning time as defined above for students as is currently part of their in-person schedule for the hybrid model. Other than for special subject/ allied arts classes or special education services, elementary teachers do not schedule instruction by class periods; the minimum amount of live synchronous learning each day for elementary classroom teachers will be a minimum of 3 hours & 20 minutes, or 200 minutes; the daily morning meeting is included in this time. It is understood that, due to the nature of teaching younger students, the K-4 program may consist of shorter chunks of live, synchronous time, including more small group instruction than typically occurs at the middle and high school levels; students not in small groups will be performing assigned asynchronous work when the teacher is teaching other students in a live small group. Time during the educator work day

when elementary classroom teachers are not providing instruction to students, and that is in addition to the contractual preparation and lunch periods, may be used for planning, grading, collaboration, communication, etc., with the understanding that this time may be used for directed work requirements such as attendance at an IEP meeting, grade level meeting, etc.

Elementary level special education teachers and service providers and special subject/allied arts teachers will continue to teach the same schedule as their current hybrid schedule. Time during the educator work day when these educators are not providing instruction to students, and that is in addition to the contractual preparation and lunch periods, may be used for planning, grading, collaboration, communication, etc., with the understanding that this time may be used for directed work requirements such as attendance at an IEP meeting. The intent is to model schedules according to the typical ranges being followed by live, synchronous instruction of current fully-remote Cohort D student schedules. The school administration will work with elementary level educators and service providers whose schedules do not have as much additional non-instructional time beyond their preparation period as classroom teachers do in order to determine ways to provide support for the completion of required tasks.

Preschool

Length of the contractual educator day for preschool is 8:00-3:00 (7 hours or 420 minutes). The nature of the preschool schedule is very different than other levels, with 8:30-11:00 and 12:00-2:30 half day sessions (other than Wednesday afternoons this year and Friday afternoons) and preparation time for teachers in a block of time on Friday afternoons. Due to the nature of these students being very young, the amount of live, synchronous instruction will need to match the students' ability to remain engaged remotely, and will consist of shorter chunks of live, synchronous time, including small group instruction. Since preschool students are considered by the state to be Cohort A students, it is possible all or many preschool students will continue to attend school in person even if other schools are mainly remote. The administration will consult with the preschool educators regarding what kind of live, synchronous remote instruction will best fit this very young population of students and will then, in consultation with the SEA leadership, set parameters for remote instructional schedules for preschool teachers.

Preschool level special education service providers will continue to follow the same instructional schedule as their current hybrid schedule. Time during the educator work day when these educators are not providing instruction to students, and that is in addition to the contractual preparation and lunch periods, may be used for planning, grading, collaboration, communication, etc., with the understanding that this time may be used for directed work requirements such as attendance at an IEP meeting. The school administration will work with preschool level educators and service providers whose schedules do not have additional non-instructional time beyond their preparation period block to determine ways to provide support for the completion of required tasks.

e . It is assumed that SPS faculty will fulfill their responsibilities with professionalism and integrity. If the decision is made to move some portion of students to remote learning, the Superintendent will consult with public health authorities and medical experts regarding the level of risk regarding educators reporting to school sites to provide remote learning. Unless under a public health order to remain home, or the district has determined after consultation that for public health reasons that staff should not physically be present in school buildings, educators whose students will all be learning remotely (unlike those who may continue to have students attending in person, per 1h below) are expected to report to their school to deliver instruction and to have access to technology and materials. If it is determined that no students will physically attend school for a period of time at either a particular school or schools, or for the entire District, all Unit A educators at the impacted school or schools, or for the entire District, will have the choice to work remotely or work from their school building, as long as those choosing a remote setting can meet their job responsibilities in a professional, distraction- and interruption-free setting during the regular work day. If the district determines that staff who are granted the option to work from a remote location are not able to meet the expectations for providing the instructional program to remote students, the district may rescind this option for that educator. It is understood that there may be some situations in which all school buildings must be closed to all staff as well as to all students. Exceptions to this expectation will include those who had already made a remote accommodation arrangement through their Principal, Director, and the Human Resources Department prior to October 15, 2020. The district will also continue to consider new accommodations as follows:

- i. Staff who provide medical certification that they have a preexisting condition or are at high risk of contracting Covid-19 shall receive reasonable accommodations to teach or provide services to students from home for the duration of the remote period.
- ii. Staff who provide medical certification that a family member in their immediate household has a medical condition or is at high risk for contracting Covid-19 shall receive reasonable accommodation to teach or provide services to students from home for the duration of the remote period. This certification should come from the family member's medical practitioner.
- iii. Staff who have dependent care issues and wish to teach or provide services from home, as long as they can provide all hours in a professional, distraction-free setting during the regular work day equivalent to the required teaching load, as if they were in a school building, shall receive reasonable accommodation to teach or provide services to students from home for the duration of the remote period.
- iv. Staff who do not qualify for consideration under i, ii, or iii above, and who wish to provide services to students from home for other reasons, may make a request to their building principal to do so

with a rationale for their request. The building principal will consider the request and consult with the staff member's other supervisors as applicable before rendering a decision on the request. Prior to making a decision, the principal will also consult with the Executive Director of Human Resources in consideration of consistency across the district, with the understanding that individual situations will vary and the details of these are typically confidential. If the principal grants the request, it is understood that the staff member is committing to provide all hours in a professional, distraction-free setting during the regular work day equivalent to the required teaching load, as if they were in a school building. In the event that a request for an accommodation is not approved by the principal, the ASSOCIATION will be notified, and upon the request of the employee the Superintendent (or his designee) will meet with the ASSOCIATION's representative, the principal, and the employee to discuss the decision. This does not preclude principals from granting occasional, temporary work from home requests of limited duration.

- v. For Sections iii and iv above, if the district determines that staff who are granted the option to work from a remote location are not able to meet the expectations for providing the instructional program to remote students, the district may rescind this option.
- f. It is to be understood that not all programs or schools or services of the District will necessarily be remote at the same time and some students (for example, Cohort A1 students), may still be reporting to school and their regular programs will continue. Therefore, providing in-person instruction, services and/or evaluations will necessitate that some educators will still need to physically report to school.
- g. Per h. below, in order to enable educators to be employed to their maximum full-time equivalent work schedule, some educators may separately teach in-person class sections or instructional groupings of students for a portion of their daily or weekly schedule and also teach different remote class sections or instructional groupings of students remotely for other portions of their schedule.
- h. In some circumstances, especially when teaching or providing services to designated special education or English language learner students, some of whom have elected to be in Cohort D (all remote services), ESL teachers and special educators (including special education teachers and related service providers) may need to provide English language or special education services remotely in accordance with IEPs or other mandated services. At times, this may include small group instruction with a mixed group of students who are in person and online. These educators and their supervisors will collaborate as necessary to ensure that such groups are manageable and that any concerns are addressed in a timely manner. The schedules for these groups will be shared with the SEA leadership.

2. Instruction & Teacher Planning/ Collaboration on Wednesdays

a . On Wednesday mornings:

- i. Students will receive remote live, synchronous instruction on an early release schedule.

b . On Wednesday afternoons:

- i. All students will participate in asynchronous, remote learning
- ii. No Unit A members will have teaching responsibilities during that time
- iii. Unit A members will have a duty-free lunch of 30 minutes
- iv. Unit A members will have a preparation period as outlined in the CBA, unless all contractual preparation periods are satisfied at other times per the CBA
- v. Unit A members will participate in a minimum of two hours of planning and collaboration in various combinations (departments, teams, grade levels, etc.). Staff and Department meetings shall be moved from Tuesdays to Wednesdays.
- vi. Collaboration and planning time will begin after lunch, and could include content planning, team meetings and even professional development. Any staff member that must travel will be given 15 minutes after lunch, and that person's schedule should adjust accordingly
- vii. Students will be working asynchronously in the afternoon.

3. Calendar:

- a . Per the ratified agreement between the School Committee and the SEA, the 2020 – 2021 work year for Unit A members shall be 183 days.
- b . Beyond the 10 non-student work days at the start of the year and the 170 student learning days, the remaining 3 work days for Unit A members will include 1 parent-teacher conference/professional development day and 2 professional development days.

4. Evaluation:

The Parties agree to the following language relative to Educator Evaluation:

Educator evaluation discussions will take place between Unit A representation and administration to ensure that the process is consistent with guidance from the Department of Elementary and Secondary Education. Another MOA will capture the results of that discussion.

5. Parent Engagement:

- a. Parent Teacher conferences shall be conducted remotely using a District-approved platform.
- b. Grading: Each grade level shall follow the existing grading protocols as physical instruction.

6. Illness:

- a. Aside from outlined here, all rules regarding leaves in the CBA shall apply.
- b. Any staff person who contracts Covid-19, as defined by a medical test, shall be evaluated by their medical provider. If the staff member is asymptomatic and able to work they may continue with their remote responsibilities. If the staff member is unable to work they will be placed on leave under the Family First Coronavirus Relief Act (if it is in effect), which pays the employee their full per diem rate up to a maximum of \$511 per day and 10 school days. If the staff member's per diem rate of pay is greater than the maximum allowed by the FFCRA, the staff member may utilize paid sick leave that will be charged to the Sick Leave Bank and not the employee's allotment of sick leave, up to a maximum of 10 days. If employees must quarantine beyond the maximum of 10 days, or the occurrence is after the expiration of the Family First Coronavirus Relief Act they must use their own accrued sick time for their absence if they are unable to work due to illness or a remote assignment is not available.
- c. If a member needs to care for an immediate family member or member of the household who has tested positive for COVID-19, the member will have the option to:
 - receive pay under the EPSLA for up to two weeks, or until the expiration of the EPSLA
 - use sick time under FMLA.
 - If the member requires more than two weeks of leave for this purpose, the member will have the option to teach remotely or take FMLA and use paid sick leave.
 - The decision to use or not use sick leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.

7. Transition between learning models

- a. For periods of remote learning that are only expected to last a limited time (for example, for a few days up to approximately two calendar weeks, but no longer than approximately one month), teachers will continue to follow the hybrid schedule for cohorts B and C so that lesson planning does not need to be adjusted in the short term. Cohort A scheduling would remain the same.
- b. In the event that a period of all remote learning is determined that it will last longer than approximately two calendar weeks, the administration, in collaboration with the SEA Unit A leadership, will communicate a timeline for when Cohorts B & C will be combined into one instructional grouping. This timeline will consider when Wednesday collaboration/planning afternoons are scheduled relative to the date to

combine both classes. The timeline will consider what is necessary for teachers to move cohorts to a common point of instruction, enabling them to move forward with the same curriculum pacing.

- c. Cohort D teacher assignments in Grades Preschool-8 will remain the same throughout a closure of schools which results in the suspension of in-person instruction. Cohort D class assignments for students at the high school level will not change for a short-term closure; in the event of where a long-term closure is certain, the integration of Cohort D students in Grades 9-12 into certain classes with students in Cohorts A, B, & C may occur in cases where it is determined that it will be beneficial to the students and will not violate the class size provisions of the CBA. An administrator will consult with the teacher to answer questions and learn about benefits/concerns prior to final decisions to reintegrate any Cohort D students into that class.

Unless modified as above, all the terms of the Collective Bargaining Agreement (CBA) between the parties shall remain in full force and effect.

The parties recognize that not all issues can be covered in this MOA, so the parties commit to forming an implementation bargaining committee and will meet on an as needed basis with a regular standing meeting scheduled every two weeks to discuss any issues and/or concerns that have arisen.

The terms of this agreement shall not constitute a past practice or precedent, including for any future public health issue.

IT IS FURTHER AGREED, that in the event an FDA approved vaccine is developed and widely available to employees and/or there are new developments related to the scientific study, impact, trends of the COVID-19 pandemic, both Parties agree to meet and discuss/negotiate the terms of this MOA at the request of either Party.

For the School Committee:

Signature/Date

For the Association

Signature/Date