

Hybrid Model
Memorandum of Agreement
between the Shrewsbury School Committee and the Shrewsbury Education Association, Unit D

September 9, 2020

1. Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect.

2. The District and the SPA Union will negotiate all changes from one model to another.

3. Instructional Schedule:

A. Students will be divided into one of four cohorts (A, B, C, D). Students in Cohort A will attend 4.0 or 4.5 days for in person instruction. Students (not in Cohorts A or D) at each school shall be divided into two groups of roughly equivalent numbers (Cohort B & Cohort C). Students in Cohort D will be working remotely.

B. Each student in Cohort B and C will physically attend school two days per week. During the remote learning days, students will engage in distance learning with their remote instruction teacher/paraprofessional as outlined below. Wednesdays will be remote for all Cohorts except Cohort A (in person), early release for students and afternoons shall be reserved for paraprofessional /teacher collaboration and/or to work with students remotely 1:1 or in small groups as part of typical job duties.

C. In order to meet the needs of students on Individualized Education Plans (IEPs) or who are English language learners in Cohort A, some students may physically attend school on Wednesday mornings and receive in person instruction, which may include paraprofessional support. Cohort A students will at times receive support services remotely from paraprofessionals on Wednesday afternoons.

D. 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, special educators (including special education teachers and related service providers and paraprofessionals) 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 or support by paraprofessionals with a mixed group of students who are in person and online, overseen by a special educator. This work will be overseen by the liaison or the special education teacher.

E. In order to enable paraprofessionals to be employed to their maximum work schedule, some paraprofessionals may separately support in-person class sections or instructional groupings of students for a portion of their daily or weekly schedule and also support different remote class sections or instructional groupings of students remotely for other portions of their schedule.

F. Other situations that involve connecting with in-person students and remote students simultaneously may include connections focused on building classroom culture and community and addressing social emotional needs, such as “morning meeting,” middle school team meetings, etc.

4. **Accommodations:** It is understood that almost all paraprofessional positions require in person support, with a small number of opportunities to support teachers teaching remote students.

A. Other than staff who are provided an accommodation to teach from a remote setting themselves due to health-related accommodations or approved dependent care accommodations, paraprofessionals who provide support to students learning remotely are expected to teach from the school to which they are assigned.

B. Paraprofessionals who provide medical certification that they have a preexisting condition or are at high risk for contracting COVID-19 shall receive reasonable accommodations to provide support to students from a remote setting and will be given first priority for these positions by role, provided they wish to be considered. If an appropriate position is not available other reasonable accommodations shall be made, including leave.

C. Second priority for paraprofessionals who may receive reasonable accommodations to support students from a remote setting shall go to any staff member who has a family member in their immediate household with a preexisting condition or is at high risk for contracting COVID-19. If the number of interested individuals by role at this level exceeds the number of positions, the employee(s) with seniority shall receive the position(s).

D. Paraprofessionals who have dependent care issues and wish to teach or provide services from a remote location may be considered as a third priority, as long as they can provide all hours in a professional, distraction-free setting during the regular work day equivalent to their regular schedule, as if they were in the building. As an alternative, paraprofessionals have the option of electing leave under the Family First Coronavirus Relief Act for twelve weeks (60 days) or prior to December 31, 2020, whichever occurs first, as long as they are otherwise eligible. No paraprofessional shall accept alternative employment for the same hours that they are scheduled to work for

Shrewsbury Public Schools. If the number of interested individuals at this level exceeds the number of positions by role, the employee(s) with seniority shall receive the position(s). 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 support to remote students, the district may rescind this option.

E. If any positions remain after the first three priorities, all interested paraprofessionals by role shall be considered for supporting remote students, based on seniority.

F. Refusal to request online positions shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement. Employees are able to elect a leave of absence under any applicable State or Federal law, or under the CBA, rather than seeking an accommodation.

5. In Person:

A. Employees who are required to work in a building and do not bring a mask of their own which meets school district specifications will be provided with a mask. For employees, who must work in close proximity (within six feet) with students, items such as face shields, gowns, and gloves will be provided to employees upon request. If the district becomes aware of any issues with supply inventory that could affect the provision of personal protective equipment, the administration will communicate this to the SPA leadership and discuss options.

B. A minimum of six (6) feet distance shall be maintained whenever possible between individuals in each area of the building that will be occupied. Desks/seating will be arranged with a minimum of six feet of distancing, and the maximum number of students assigned to an instructional space will be limited to the number of desks/seats that allow for six feet of distancing. In those subjects (PE, band) where additional distancing is required by DESE, those distances shall be met. Students may momentarily pass each other or staff within six feet and educators may have short interactions within six feet. Some students may require a closer distance for support, (e.g. "hand over hand" support of a special education student) and staff will need to provide this support. If six feet of physical distance cannot be maintained between participants during small group instruction, close contact will be mitigated by the use of a barrier.

C. Staff will be required to do a daily at-home screening for the following:

- a. Possible Covid-19 symptoms;
- b. Close contact with individuals who are positive for COVID-19; or

c. Any travel outside of Massachusetts according to any Massachusetts Travel Ban in effect at that time.

D. Answering “yes” to any of the screening questions will require the individual to remain at home until further evaluation occurs and next steps are determined. Staying home if ill will be a critical strategy in mitigating the risk and spread of COVID-19.

E. Staff who remain home under these circumstances, if not ill and able to work, may be assigned to remote work at the discretion of the district; if the staff member is ill and unable to perform remote work, the staff member may utilize paid sick leave; if the staff member is pursuing further evaluation for possible COVID-19 or is in a quarantine situation due to being a close contact or due to the state travel restrictions, the staff member would qualify for paid leave under the Family First Coronavirus Relief Act (FFCRA) for up to 10 school days.

F. Students/staff who display possible symptoms of COVID-19 will be sent to the school nurse for evaluation, including temperature check, and determination of next steps.

G. Students with temperatures that exceed 100F and/or students or staff who are found to have symptoms consistent with COVID-19 will be dismissed for follow-up with their health care provider. Students waiting for dismissal will be placed in a medical waiting room that is separate from the nurses’ office.

H. Any person entering a school building must wear a mask. Masks will not be removed unless during a designated mask break. Staff may remove masks if alone in a classroom or upon mutual agreement of socially distanced parties.

I. Anyone who is not properly wearing a mask will be sent home except in cases where students are learning to wear a mask due to age or disability and are able to receive a reminder or training or have a documented exception. Staff who refuse to wear a mask will be charged a personal day and will be considered insubordinate.

J. Anyone who does not adhere to the safety protocols outlined above will be sent home. Frequent violations will result in loss of in-person privileges for students, and may result in disciplinary action up to and including termination of employment for staff.

K. Protocols developed by the district based on CDC and DESE guidance and adapted in consultation with the Central Mass Regional Health Alliance will be followed. Please access [this link](#) for the protocols, which will be updated if and when new practices emerge. Some protocols may be updated due to state or federal mandates, and some may be up to local discretion; any changes to protocols will be made in

consultation with SPA leadership and will be reviewed by the school-based Health & Safety Committees.

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, must be evaluated by their medical provider. If the staff member is asymptomatic and able to work they may be assigned remote work at the discretion of the district, if available. If the staff member is unable to work, or if able to work but remote work is unavailable, they will be placed on leave under the Family First Coronavirus Relief Act, which pays the employee their full per diem rate up to a maximum of \$511 per day and 10 school days. If employees must quarantine a second time or the occurrence is after December 31, 2020 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. Staff who provide medical certification that they have a preexisting condition or are at high risk for contracting Covid-19 shall receive reasonable accommodations to provide support to students from a remote setting. If an appropriate position is not available other reasonable accommodations shall be made, including leave.
- D. Any staff person who has been exposed to Covid-19 via a close contact shall furnish a letter confirming this status to the district from the Department of Public Health, and shall be placed on leave for the period of time necessary to quarantine for fourteen (14) days from the date of the exposure. If remote work is available at the discretion of the district, the employee may work during the quarantine period, if they are well enough to do so. The district will follow guidance from local public health officials, MA DPH, and/or DESE regarding when a test needs to be completed and when an employee may return to work.
- E. 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 collective bargaining agreement.

7. Definition of Close Contact:

Close contacts of a positive COVID-19 case should be tested. For general guidance, DPH defines close contact as:

- A. Being within less than 6 feet of COVID-19 case for at least 15 minutes. Close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a COVID-19 case while the case was symptomatic or within the 48 hours before symptom onset, OR
- B. Having direct contact with infectious secretions of a COVID-19 case (e.g., being coughed on) while not wearing recommended personal protective equipment.
- C. Protocols developed by the district based on CDC, MA DPH, and DESE guidance and adapted in consultation with the Central Mass Regional Public

Health Alliance will be followed for close contacts. Please access [this link](#) for the protocols

8. Calendar:

- A. Per the CBA, the setting of the school year calendar is under the authority of the School Committee, after consultation with the SPA leadership
- B. Per the recent vote of the School Committee to approve an updated 2020-2021 school year calendar, consistent with the agreement reached between the Commissioner of Elementary & Secondary Education and the statewide teachers associations, the number of student learning days has been reduced from 180 days to 170 days, and the first 10 work days for Unit D members will be non-student days utilized for training, planning, and orientation. The administration will consult with the SPA leadership regarding the scheduling, content, and expectations for these 10 days prior to finalizing the plan.
- C. All SPA Unit D members will have the option of working remotely for the first 5 of the 10 days of staff training/collaboration; beginning on the sixth day, all SPA Unit D members will be required to report to work in person except for staff who are provided with an accommodation to work from a remote setting themselves due to health-related accommodations or approved dependent care accommodations.
- D. Per the recent School Committee vote on an updated calendar, September 15-18 will be early release days for students; Unit D members will work their full contractual days on those dates, where afternoons will be focused on collaboration and planning to assist with the successful start of the new school year under the reopening plan.
- E. Beyond the 10 non-student work days at the start of the year and the 170 student learning days, the district will still provide a full day of paraprofessional PD on Friday, October 9, 2020.

9. Remote paraprofessional requirements (Cohort D):

- A. Staff (paraprofessionals) shall be available during their regularly scheduled hours of employment.
- B. Paraprofessionals shall be assigned to grade level teams or departments to reinforce instruction, provide small group enrichment, or otherwise assist in ensuring the success of remote learning.
- C. Unless provided with an accommodation as noted in section 4 above, paraprofessionals who are teaching remote students will do so from their assigned school.

10. Wednesdays:

On Wednesday mornings:

- A. Students in Cohort A will receive in-person support and then follow an early release schedule.

- B. Students in Cohorts B, C, & D will receive remote live, synchronous support on an early release schedule.

On Wednesday afternoons:

- A. All students will participate in asynchronous, remote learning.
- B. Some students may also participate in live, synchronous learning or support from a paraprofessional at times on Wednesday afternoons.

11. Evaluation:

- A. The parties agree to meet separately after the new school year has begun to negotiate ways in which paraprofessional evaluation may be adapted for the 2020-2021 school year given the unique nature of the circumstances.
- B. In the interim, the parties agree that Unit D paraprofessionals remain responsible for carrying out their job responsibilities, and that administrators remain responsible for providing direction and feedback as appropriate in order to assist paraprofessionals in their work.

12. Technology:

All staff shall be provided a device by the District, at no cost to the employee, 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 be provided with a mobile hotspot. The District shall determine the appropriate platforms for on-line instruction. Paraprofessionals shall be provided training in these platforms during regular work hours. Opportunities shall be given to paraprofessionals to collaborate with content teachers for reinforcement instructions during regular hours.

13. The District shall provide the following personal protection equipment (PPEs), safety measures, and training.

During the pandemic, surgical masks, face shields, hand sanitizer, N95 masks for nurses, gowns, and gloves for specific needs will be provided to employees by the District. The District will supply all cleaning and disinfecting products as well as instruction on how to utilize these products.

- A. Plexiglass shields or three side enclosed cubicles for work that require closer contact than six feet, or in some cases when working with students who are unable to wear masks; schools will have a procedure for requesting this where not already provided
- B. FDA guidance for hand sanitizer- preferably automatic hand sanitizer stations located in each classroom and throughout hallways.
- C. Hand washing stations throughout the building.
- D. The District reserves the right to require employees to undergo COVID-19 testing at the expense of the District as requested.
- E. Training for staff and students on moving throughout the building.

- F. Bathrooms (student and staff) will be cleaned regularly throughout the school day and air dryers shall be disabled.
- G. During the pandemic, the dress code shall be relaxed to allow staff to wear clothing that can be regularly laundered in hot water (i.e. scrubs, cotton clothing, etc.).
- H. Issues related to health and safety topics will be reviewed by school-based Health & Safety Committees.

14. Before staff return to buildings, all classrooms, including ventilation systems, will be inspected by a third-party who is qualified to assess and confirm that ventilation systems are in proper working order and the results will be shared publicly. In addition, classrooms will be deep cleaned over the Wednesday release day (evening) and weekends.

- A. The District agrees to follow any recommendations of the third-party audit that are necessary to achieve ASHRAE ventilation standards or other local code requirements.
- B. At bi-weekly meetings, the Association and the District will review ventilation system functionality. If there are ventilation system malfunctions in any building, the SPA will be notified immediately. Carbon dioxide measures will be taken in various types of occupied spaces at various times as a proxy for ensuring that ventilation systems are working as expected, and results will be shared at the meetings.
- C. Staff are encouraged to communicate with their building principals and SPA leadership about any ventilation issues and they will be assessed by the facilities department. If a staff member suspects that the HVAC system in their teaching space is not functioning properly, they will contact their building principal or appropriate designee immediately. If it is determined that the ventilation system is not functioning properly, said paraprofessional will be temporarily relocated to an alternative space, if available, until the concern can be validated/corrected.

15. Health & Safety Advisory Committees

- A. Each school will establish a Health & Safety Advisory Committee, convened by the school's principal and including voluntary representation from the school's staff. These school-based Health & Safety Advisory Committees will meet before or after the staff workday on a weekly basis through October 9, 2020 and at least twice monthly after that for the remainder of the school year in order to ensure clear communication regarding questions, suggestions, concerns, and successes related to the health and safety of the school environment. At least one school-based SPA Unit D representative will be included on each school's Health & Safety Advisory Committee (this is voluntary and unpaid time). Official notes will be created for each meeting and

shared back with the members of that particular school-based committee, members of the Central Office administration, and the SPA officers.

16. The parties recognize the superintendent's approach to determining whether in-person school will be held in hot conditions, as illustrated in Appendix A.

17. The parties recognize the superintendent's plan for the use of public health metrics and protocols to determine when the district could move between learning models (e.g., moving to all remote learning), as illustrated in Appendix B.

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

19. 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 as needed basis with a regular standing meeting scheduled every two weeks to discuss and review established health metrics and agreed upon protocols.

20. 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.

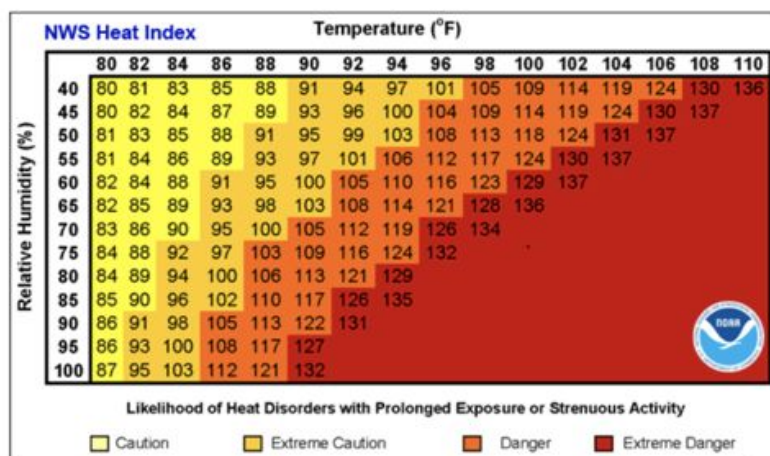
Appendix A:

Superintendent's Decision Process for In-Person School Sessions in Hot Weather 2020-2021 School Year

The issue of coping with hot weather in schools without climate control will be more challenging for the 2020-2021 school year due to the pandemic because a) some typical mitigation strategies such as moving students to the few air conditioned spaces in a building may not be available due to physical distancing and b) the fact that students and staff will be wearing masks which will make hot conditions even less tolerable.

For these reasons, the superintendent will monitor the weather forecast, specifically the National Weather Service's Heat Index, and will make determinations when school will not be held in-person if the conditions warrant. If the forecast is for the Heat Index to reach the "extreme caution" level illustrated in the chart below during the school day, the superintendent may call off in-person school for the entire day or may institute an early release day, depending on the forecast for when heat conditions would reach that level. Depending on the conditions, e.g. whether a heat wave has made it difficult to cool the interior of schools overnight, etc., the superintendent will use his judgment as to whether to cancel in-person school even if the heat index may be in the "caution" range, but interior spaces may still be too warm of an environment for teaching and learning with masks on.

While four schools are climate controlled, the decision to call a remote learning day for heat conditions will apply to the entire district in order to simplify the situation for families who have children in multiple schools where an older child may be relied upon for childcare, etc.



Appendix B:

Public Health Metrics and Protocols for Moving Between Different Learning Models 2020-2021 School Year

- 1) The Department of Elementary & Secondary Education has issued expectations for which learning models local districts will use during the pandemic according to the state's public health metric of average daily cases per 100,000 people:

With new color-coded metric from DPH / COVID-19 Command, DESE is issuing additional guidance for selecting a learning model

New color-coded metric*		DESE expectation for learning model
RED	Average daily cases per 100,000 is greater than 8	} Remote
YELLOW	Average daily cases per 100,000 is between 4 - 8	
GREEN	Average daily cases per 100,000 is less than 4	} Hybrid OR Remote (if extenuating circumstances)
UNSHADED	Fewer than 5 total cases over the past 14 days. Generally, this is for communities with small populations and very few cases.	
		} Full-time in-person OR Hybrid (if extenuating circumstances)

**Measured as a 14-day rolling average and will be reported weekly as part of the online DPH dashboard*

- 2) Additionally, DESE suggests that districts look at trends over time by monitoring
 - a) whether this 14-day average daily incidence rate is increasing or decreasing;
 - b) whether the number of cases in a community is increasing or decreasing; and
 - c) whether the percentage of positive tests in that community is increasing or decreasing.
- 3) For the 2020-2021 school year, the Shrewsbury Public Schools will utilize a hybrid model if the average daily cases per 100,000 for Shrewsbury remains in the green zone, unless trends or significant increases in other metrics warrant a change per section 4 below.

- 4) If the average daily cases in Shrewsbury per 100,000 moves into the yellow zone, and/or if some combination of the metrics 2-a, 2-b, and 2-c listed above are showing a trend of increasing over multiple reporting periods or a significant increase over one reporting period, and/or if rates in nearby communities are showing similar trends or significant increases, the superintendent will consult with local public health officials who are part of the Central Mass Regional Public Health Alliance; medical and/or infectious disease experts as possible; School Committee members; the SPS leadership team; and the leadership of SPS employee bargaining units when determining whether to institute a change from hybrid to all remote learning. The superintendent may use his authority to change the learning model from hybrid to remote for a period of up to 10 school days with or without such consultation depending on the urgency of the decision; the authorization of the School Committee through a vote in a public session will be required to extend a change to remote beyond 10 school days; and the School Committee will consult with the groups named above prior to its vote.
- 5) If the average daily cases per 100,000 for Shrewsbury moves into the red zone, and the district has not already moved into full remote learning prior to that point, the district will immediately move to full remote learning. The district shall remain in full remote learning as long as the town's rating remains in the red zone.
- 6) If the district has moved into full remote learning based on community metrics (not on actual cases of COVID in schools, addressed in section 7 below), the superintendent will continue to monitor all of the metrics listed above in sections 1 & 2, and will continue to consult with all of the groups listed in section 4 above, before making any recommendation to the School Committee for a vote to return to a hybrid model under a yellow, green, or unshaded rating. If the town was under a red rating, the town must be under a different color rating for at least two consecutive weekly reports prior to a vote to return to a hybrid model.
- 7) If cases of COVID-19 among students or staff at an individual school or across the district are identified, the superintendent will follow the following steps, which are based on guidance issued by DESE:
 - a) If there is more than one confirmed COVID-19 case (students or staff) in the school at one time, or if there is a series of single cases in a short time span, the superintendent will consult with the Central Mass Regional Public Health Alliance to determine if it is likely that there is transmission happening in school.
 - b) If there is suspected in-school transmission beyond one cohort or a small number of cohorts, the superintendent will consult the Central Mass Regional Public Health Alliance as to proposed next steps. These steps should include a review of the specific COVID-19 public health metrics for the municipality and could lead to, for example, making a decision to a) close part of the school or the entire

school and shift to remote learning for a short time (e.g. 1-3 days) for an extensive cleaning or other facility mitigation, or b) close the school partially or fully and shift to remote learning for the longer duration of a 14-day quarantine period (typically 10 school days plus weekends).

- c) Should there be circumstances where there are multiple cases in multiple schools, the superintendent will consult the Central Mass Regional Public Health Alliance as to proposed next steps. These steps will include a review of the specific COVID-19 public health metrics for the municipality and could lead to, for example, making a decision to a) close all district schools to in-person attendance and shift the district to remote learning for a short time (e.g. 1-3 days) for an extensive cleaning or other facility mitigation, or b) close all district schools to in-person attendance and shift the district to remote learning for the longer duration of a 14-day quarantine period (typically 10 school days plus weekends).
 - d) Under these scenarios, the superintendent will communicate with all of the groups in addition to the Central Mass Regional Public Health Alliance listed in section 4 above and consult with them as possible based upon the urgency of the situation. The superintendent may use his authority to close and shift a school to remote learning without consultation depending on the urgency of the situation.
- 8) If there are favorable developments regarding the prevention, treatment, and/or level of community spread of COVID-19 per public health and medical experts, the groups listed in section 4 above will engage in discussions regarding possibilities of moving from a hybrid model to a higher degree of in-person attendance by students and/or a return to full-time, in-person student attendance and what criteria might be used to make that determination.
- 9) The District recognizes that these are unprecedented times and guidance and metrics are being developed and issued on a regular basis. Should new metrics or guidance become available that could be beneficial to the District in making health and safety assessments with regard to the implementation of learning models, those metrics and/or guidance may be utilized in addition to those listed in items 1 and 2 above with notice to the School Committee and the parties listed in item 4 above.