

**MEMORANDUM OF AGREEMENT (“Agreement”)
BETWEEN
THE WINTHROP SCHOOL COMMITTEE (“Committee”)
AND
THE WINTHROP TEACHERS ASSOCIATION (“Union”),
Collectively referred to as the “Parties”**

**Regarding the Reopening of Schools for the 2020 – 2021 School Year
August 2020**

WHEREAS, the Committee and the Union have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

WHEREAS, absent a reasonable accommodation approved or approved LOA, and provided by the District, educators will be required to report to their school building or other assigned work location within the District for the 2020 –2021 school year to perform their work, unless the Committee or Superintendent closes the schools for public health reasons and/or educators are directed otherwise by the Superintendent; and

WHEREAS, the Parties wish to memorialize their understanding about certain aspects of the reopening of school for the 2020-2021 school year;

NOW THEREFORE, notwithstanding any contrary provision in the Parties collective bargaining agreements or practices, the Parties hereby agree as follows for the duration of the 2020 – 2021 work year, unless otherwise agreed by the Parties:

1. The WPS Reentry Plan is incorporated by reference and attached as Addendum A
2. This agreement remains in effect beginning at the start of the 2020-2021 school year and remains during the COVID-19 state of emergency or until the close of the 2020-2021 school year.
3. The District will work closely with the Winthrop Department of Public Health to monitor metrics related to positive case rates and trends in the Town of Winthrop, individual schools, and the District as a whole. The district will create a Joint Labor Management Committee which will include 4 members of the Winthrop Teachers Association (one per building) to participate in the biweekly review process of the established matrix review
4. The School Calendar approved by the school committee on August 17th will be in effect for the 2020-2021 school year
5. School will begin in a Remote Learning Model until the Metrics support a transition to hybrid learning.
6. All terms of the current CBA remain in effect except as modified by this agreement.
7. **Work Year**: The work year for all educators covered by this Agreement shall remain unchanged. The number of instructional days for students will be 170 for the 2020-2021

school year. As approved by the Committee on August 17, 2020, the Educator work year will begin on August 31, 2020. The first ten days will be reserved for District-directed: professional development, training, curriculum work, parent and student outreach, classroom set-up, collaboration time, and/or other duties. ESPs and nurses work a 182 day school year and will not work on November 3, 2020.

The school year for students will begin on September 16, 2020.

The District intends to begin the work year in a remote model anticipating that by October 5, 2020 some students in special groups attending school in buildings three, four, or five days per week. The District will work closely with the Winthrop Department of Public Health to monitor metrics related to positive case rates and trends in the Town of Winthrop, individual schools, and the District as a whole. The parties will create a Joint Labor Management Health and Safety Committee by _____ which will include 4 members of the Winthrop Teachers Association (one per building) and 4 members appointed by the Superintendent from the District Administration Team and/or the Winthrop School Committee. The metrics that will be monitored have been developed by the Winthrop Department of Public Health nurse, Superintendent and the Winthrop Public School nurses and may need to be flexible based upon the latest information available to the Superintendent and health professionals.

The District may move the entire District or individual groups or classrooms within the District one or more times to a hybrid schedule at any time(s) during the school year and may move the District or individual groups or classrooms within the District back to a fully remote schedule one or more time(s) at any time during the school year based on review of the metrics by the JLMC on Health and Safety.

The district in consultation with the Health and Safety Committee and using developed metrics will reassess the metrics prior to November 13, 2020 and consider moving to a hybrid model at that time. If the District returns from a fully remote model to a hybrid model, educators will be provided with a minimum of two weeks' notice. As directed or provided in their schedules, educators may be assigned to teach groups of students who may be fully remote, remote in a hybrid model, or in-person instruction.

8. **Workday:** The length of the workday for teachers and ESPs covered by this Agreement shall remain unchanged from the Parties' collective bargaining agreement and educators will continue to receive their prep time as provided in the Parties' collective bargaining agreement. During Remote learning, Nurses covered under this agreement will work the same 7 hour day as the teachers in the building they are assigned to. This will be revisited upon transition to a Hybrid Model.
9. **Educator Evaluation:** The Parties shall comply with the Educator Evaluation requirements as contractually obligated. The requirements and timeline provided for in the Parties' collective bargaining agreement shall remain unchanged; however, the mechanics of the evaluation may vary based on the District's method of delivery of instruction to students (i.e. remote instruction, hybrid, or all in-person). If the Educator

Evaluation timeline requires modification due to the student year, the Parties may adjust the timeline accordingly. Teachers will give Zoom links to evaluators.

10. Required Face Coverings: Educators will provide their own face coverings/masks and shall be required to wear a face covering at all times on District property unless alone in your office/classroom and unless the educator has a medical disability which prevents the educator from wearing a face covering (this accommodation must be requested with documentation and approved by HR and the school nurse) or during designated mask breaks, provided there is appropriate social distancing. In order to reinforce the wearing of masks, the District has developed a mask wearing expectation document and will provide it to all staff, and each school will post access to a reporting mechanism to anonymously report violations of the mask wearing expectations.

11. Personal Protective Equipment: As recommended by the DESE, the District shall maintain a supply of:

- disposable masks
- goggles/eye protection
- face shields
- disposable gowns
- disposable gloves
- cleaning products such as hand sanitizer and soap.

Educators will be given the PPE which the Superintendent/designee determines is necessary to safely perform their assignments. Educators may request additional PPE from their Principal/Supervisor who will review such requests on a case by case basis.

12. Student Attendance and Grades: Educators shall continue to be responsible for ensuring student attendance is taken. Elementary educators teaching in the hybrid model will take attendance for both cohorts during the Morning Meeting. Middle school educators will take attendance for all of their cohorts during the Homeroom block. All secondary educators will take attendance each period they are responsible for each day. Specialists shall take attendance for each of their classes. Elementary and Middle School educators will monitor attendance and report absences throughout the day. Educators shall continue to enter student attendance and grades into iPass.

13. Synchronous and Asynchronous Learning Definitions:

Synchronous Learning: A learning event in which a group of students are engaged in learning at the same time:

- teacher lecture/presentation
- teacher check-ins with a group or individual
- group work

Asynchronous Learning: Forms of instruction/education or learning that do not occur at the same time or place. Student autonomy to complete work at any time with specific due dates and times.

- Reading assignments
- writing assignments
- projects or activities
- online work or paper assignments
- self recorded and posted teacher lessons
- recorded videos from valid source with teacher recorded instruction

14. STAFF GENERAL RESPONSIBILITIES

TEACHERS:

Hybrid Learning

- Teachers will engage students in synchronous and asynchronous structured learning time to enable in person students and remote students in the cohort to participate.
- No more than 50 % of instructional time will be asynchronous.
- Synchronous instruction will be delivered via Zoom or other district vetted technology integration tools, utilizing district-issued accounts.
- New content knowledge and skills will be taught and assessed.
- Secondary Teachers will update student grades in I-Pass at a minimum of every two weeks.
- Feedback on student progress will be provided to students and families.
- In hybrid, teachers may be assigned the typical duties of a school day.
- In hybrid and remote, teachers will be expected to track daily attendance in accordance with the building and/or district protocols.

Remote Learning:

- Teachers will be expected to meet synchronously on Zoom with all of their classes scheduled for the day for the scheduled time of the class period. Teachers may allow students to work independently or in small groups for portions of time asynchronously.
- Teachers will reach out to families at the earliest signs of struggle to offer support/intervention; teachers will reach out by phone if there is limited response to email.
- Teachers will notify school counselors and/or administration when they have academic or social-emotional concerns about a student.
- Classroom teachers, special education teachers and related service providers will follow the DESE guidelines as set out in the July 9, 2020 communication: Guidance on Special Education Services.
 - “School districts must provide a free and appropriate public education (FAPE) consistent with the need to protect the health and safety of students with disabilities and those individuals providing education, specialized instruction, and related services to these students. Students with disabilities, particularly preschool-age students and those with significant and complex needs, should be prioritized for receiving in-person instruction during the 2020-2021 school year. These students

should receive as much in-person instruction as is feasible within the health and safety parameters in effect at each particular time.”

SPECIALISTS (Specifics beyond teaching responsibilities)

- Chorus, band, and musical theatre are not allowed indoors at all, they may occur outside with 10ft-12ft distancing.
- Physical education, plays, percussion, keyboards, and stringed instruments may occur inside with masks on and 6ft distancing or outside w/out masks and 10ft-12ft distancing.
- Sharing of soft materials is not allowed
- Sharing of other equipment (percussion sticks, balls, and jump ropes) may occur only if students wash hands before and after use, and shared equipment is cleaned after each use.
- Outdoor space in hybrid mode is prioritized for specialists who are teaching content.

ESP:

- ESP assignments will be made and approved in accordance with their assignments and students’ IEPs and under the direct supervision of a WPS licensed educator and/or service provider.
- Changes to assignments based on student need may be made by the Chairperson or PPS Director, in conjunction with the building principal and/or the school based special education administrator based on student needs.
- Paraprofessionals will work in the building in accordance with their hourly/daily work schedule as specified in their CBA.
- When working with a student in person, paraprofessionals will adhere to all safety protocols and will maintain social distancing as outlined by the district’s safety plan.
 - PPE, including gloves and face shields will be provided in the event the student’s needs are such that closer proximity is required.
- ESPs will work with the individual students they are assigned to regardless of instructional model being implemented.
- If the district is in a full remote model due to the district’s closure by The Winthrop Board of Health or by Governor’s order due to health issues (i.e. surge in cases), paraprofessionals will work in both the whole group instruction as well as individually with students via the District’s Zoom account.
 - The individual work time and Zoom link will be accessible by the supervising teacher or related service provider (i.e. break out room or individual session).
 - ESPs will keep ongoing documentation from each session that includes but is not limited to: time and length of session, materials used in the session, activities/instruction/support provided during the session, and behavioral data/notes as necessary.

Guidance Counselors/Adjustment Counselors

- In general, all counselors will continue with the duties which are required as in a normal work year.
- In hybrid and remote, school counselors are expected to be available to meet synchronously on Zoom or by phone by appointment with their students during regular school hours for a minimum of $\frac{2}{3}$ the scheduled time of a typical school day.
- School Counselors 6-12 will maintain an electronic calendar of their synchronous availability to allow students to schedule brief check-ins via Zoom or phone.
- In hybrid and remote, school counselors will hold occasional grade-level Zoom sessions to address the department curriculum, and as a "check-in" with students.
- School counselors will reach out to families at the earliest signs of struggle to offer support/ intervention/referrals and resources for assistance.
- School counselors will provide ongoing check-in and support for their assigned students.
- School Counselors 6-12 will continue to fulfill all duties and services to students as expected by their contract.
- Counselors are expected to be in school buildings in both a hybrid and remote models of instruction.
- Classroom teachers, special education teachers and related service providers will follow the DESE guidelines as set out in the July 9, 2020 communication: Guidance on Special Education Services.
 - "School districts must provide a free and appropriate public education (FAPE) consistent with the need to protect the health and safety of students with disabilities and those individuals providing education, specialized instruction, and related services to these students. Students with disabilities, particularly preschool-age students and those with significant and complex needs, should be prioritized for receiving in-person instruction during the 2020-2021 school year. These students should receive as much in-person instruction as is feasible within the health and safety parameters in effect at each particular time."

Nurses

- Monitor daily symptoms of children and adults coming to the nurse's office or COVID Room
- Ongoing and frequent communication with families and staff regarding the most up-to-date medical information related to COVID19.
- Collaborate with the nurse leader and building based administrators on new health and medical guidelines/protocols and assist with establishing expectations and practices to monitor the building.
- Provide training and modeling with staff on new and revised health/medical expectations and protocols.
- Provide training and modeling to students and their families on new and revised health/medical expectations and protocols.
- Nurse Leader, in consultation with the district's Town Health Nurse, will be responsible for maintenance of two-way communication with families and health care providers regarding the ongoing health of students, in particular regarding

status of COVID testing in the household.

Special Education and ELL Teachers

SCHEDULE FOR IDENTIFIED HIGH NEEDS GROUP

High Needs self-contained student groups will be identified by the PPS Director and Chairpersons and begin in-person learning on October 5, 2020, 4-5 days per week based on metrics.

High Needs student groups (other/not self-contained but attached to a self-contained classroom) will begin in-person learning during the transition to Hybrid and will attend school 4-5 days a week. Teachers will not provide remote learning to any student attending 4-5 days per week.

- Classroom Teachers, Special Education teachers and related service providers will follow the DESE guidelines as set out in the July 9, 2020 communication:
Guidance on Special Education Services.
 - “School districts must provide a free and appropriate public education (FAPE) consistent with the need to protect the health and safety of students with disabilities and those individuals providing education, specialized instruction, and related services to these students. Students with disabilities, particularly preschool-age students and those with significant and complex needs, should be prioritized for receiving in-person instruction during the 2020-2021 school year. These students should receive as much in-person instruction as is feasible within the health and safety parameters in effect at each particular time.”
 - All protocols developed by WPS for health and safety will be provided by the PPS Director prior to in person learning. (add folder link)
- Whether the Winthrop Public Schools is in HYBRID or REMOTE, students with significant and complex needs, preschool students, or students identified as AT-RISK for lack of access will come on-site to receive in-person instruction to the maximum extent possible, 4-5 full school days.
- **HYBRID:** the aforementioned students will attend BOTH cohort sessions and will receive as many of their IEP services during the full days while in person.
- **REMOTE:**
 - Specialized program students will be assigned to their school site to work with their assigned program instead of accessing them remotely.
 - Additionally, non-program students with complex and significant needs will also be assigned to the school site to work with their assigned ESP under the supervision of a program teacher.
 - If the district is in a **remote model due to a surge or other health circumstances** in which the Town of Winthrop Public Health Department OR Governor Baker mandates full remote instruction due to health concerns, then these students will also receive full remote instruction.
 - Special education teachers and ELL teachers will follow the same

procedures and protocols as classroom teachers in regard to instruction times and expectations. This includes synchronous communication with students every day.

- All IEP services will be delivered according to the IEP as written or comparably based on the block schedule being implemented during any given model.
 - Special education services will be embedded into the students' daily schedule (as if schools were fully open), including both B and C grid services as written in the IEP.
- Synchronous instruction will be delivered via Zoom or other district vetted technology integration tools, utilizing district-issued accounts.
- No more than 50% of instructional time will be asynchronous.
- Attendance and progress will be monitored during ALL Special Education or EL services, regardless of the model of implementation.
 - Formal and informal progress monitoring will be utilized
- Based on IEP goals and benchmarks, new skills will be taught and assessed.
- Feedback will be provided to students and families.
 - Ongoing and consistent communication with 2-way feedback (parents to teachers, teachers to parents)
 - Progress reports will be provided in accordance with the regulations, regardless of the model of instruction as often as their non-disabled peers
- Special education teacher will evaluate students in person for initial evaluations and reevaluations by appointment (Plexiglas,... will be provided for during the evaluation process.)
 - IF FULL REMOTE: Evaluations will be done by scheduled appointments in collaboration with other staff evaluating the student to minimize the number of days/appointments are needed to complete the evaluation.
 - IF FULL REMOTE: Observations will be done by the team member assigned to observe joining the student's synchronous remote learning time
 - If the district is closed by the Town of Winthrop Public Health Department or the Governor of Massachusetts due to health-related concerns, evaluations will be completed remotely to the extent possible and eligibility will be determined based on the data obtained.
- IEP eligibility and annual review meetings will be offered remotely regardless of the model of instruction being implemented to mitigate the number of additional people entering the buildings.
 - If a family feels their meeting needs to be held in person for any reason, this may be accommodated on a case by case basis. The request must be made at the time of scheduling and if approved by the PPS Director, the meeting will be held within the school offices, not in classrooms or staff offices.

15. Remote Learning:

- a. All employees shall use either Google Classroom or Schoology for on-site, hybrid, and remote learning as directed by their building Principal or Supervisor.
- b. All educators will be required to provide remote learning instruction to students outside the classroom. All elementary and middle school educators will be required to work synchronously with students for Morning Meeting and Core Subjects. Each educator shall be equipped with a District device, such as a laptop computer, enabled with a camera and a microphone during remote learning.
- c. During remote learning, the educator shall perform these duties on site within the District (absent closure of schools as described above or direction of the Superintendent) during regularly scheduled work hours.
- d. Educators will make every effort to respond to parents' emails within 24 hours during the week and 72 hours over the weekend, prioritizing emails related to student engagement.

During a fully remote schedule for the classroom, building, or district, elementary classroom educators are required to engage students in live Morning Meetings and Core Subjects each day. In addition, elementary educators are required to provide the same total amount of developmentally appropriate direct instruction (including both synchronous and asynchronous activities) on grade-level curriculum as would have been available were the students in person. Principals will provide daily schedules to educators and may change those schedules when changing from remote to hybrid or hybrid to remote.

- e. During a fully remote schedule for the classroom, building, or district, secondary educators are required to provide the same number of live lessons they would have provided if students were onsite. Secondary educators will be available live for the entirety of each class period in order to provide instruction and/ or facilitate student work. Secondary educators are required to provide the same total amount of instruction (including both synchronous and asynchronous activities) on grade-level curriculum as if students were on site. Principals will provide daily schedules to educators and may change those schedules when changing from hybrid to remote to hybrid or hybrid to remote.
- f. During a fully remote schedule for the classroom, building, or district, specialists are required to provide the same number of live contact minutes as classroom teachers in their building. Administrators, in consultation with specialists, will provide schedules to specialists and may change these schedules when the building schedule changes from remote to hybrid or hybrid to remote.
- g. Related service providers are required to provide in person and/or teletherapy as directed.

- h. ESPs will be expected to follow the schedule assigned to them by their CETs.

16. Paid Leave and Sick Leave Bank:

A. Paid Leave

Educators who are working in person with students in a District school building who: (i) test positive for COVID-19, and (ii) who have symptoms of COVID-19, and (iii) are unable to work even remotely because they have COVID-19, will have the following paid leave benefits prior to using their accrued sick leave:

- On or before December 31, 2020:
 - Up to ten days of leave under the Emergency Paid Sick Leave Act (“EPSLA”).
- On or after January 1, 2021 and provided that Congress has extended the EPSLA past December 31, 2020, the provisions applicable on or before December 31, 2020 in the first bullet shall apply.

B. Sick Leave Bank

In the event that during the 2020-2021 work year, the sick leave bank provided by collective bargaining agreement is exhausted as a result of COVID-19, the Parties agree to reopen this Agreement for the sole purpose of considering adding additional days to the sick leave bank.

17. MISCELLANEOUS: If a staff member takes a leave for child care at 2/3 pay under the FFCRA the School District will continue to pay its share of Health and Dental Insurance for the staff member for up to twelve (12) weeks.

During remote, students will have a half day of learning on Wednesday so that staff can use the afternoon to reassess and improve the delivery of Remote learning and to meet with grade level/development teams to plan for the coming week.

During remote learning and the hybrid model teachers and ESPs can choose to work remotely on Wednesday.

When the School District is in the hybrid model children of teachers, ESPs, Nurses and Secretaries whose children are already enrolled in the Winthrop Public Schools will be permitted to attend school in person four (4) days each week.

The parties agree that staff members will be responsible to complete a self-check protocol for days in which they will be entering a school building. The requirements of the protocol will be consistent with requirements of the Commonwealth of Massachusetts.

The WTA and or a staff member may process an alleged violation of this Memorandum of Agreement under the terms of the grievance arbitration provisions of the collective bargaining agreement.

18. Quarantines: If an educator is required to quarantine or care for someone who is quarantined, but neither is symptomatic, that educator may be required to work remotely.

19. Remote Video norms: Administrators will establish norms for the use of remote video for staff, students and families.

This Memorandum of Agreement is subject to ratification by the Association and approved by the Winthrop School Committee.

Winthrop School Committee:

Winthrop Teachers Association:

Date:

Date: