

**MEMORANDUM OF AGREEMENT
BETWEEN
THE ARLINGTON SCHOOL COMMITTEE
AND
THE ARLINGTON EDUCATION ASSOCIATION**

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

September 15, 2020

WHEREAS, the Arlington School Committee (“Committee”) and the Arlington Education Association (“Union” or “AEA”), collectively referred to as the “Parties”, have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

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 school year:

- 1. Work Year:** The work year for all educators covered by this Agreement shall remain unchanged. The number of instructional days for students will be 171 for the 2020-2021 school year. The educator work year for Units A and D will begin on September 2, 2020. September 3 and 4, 2020 are not work days. The first 10 days, including September 2nd, prior to the start of the student school year will be reserved for District-directed/scheduled: professional development, training, curriculum work, parent and student outreach, in-person meetings/orientation with students, classroom set-up, collaboration time, kindergarten, ELL, and other assessments, goal setting, and/or other professional duties.

The school year for students will begin on September 21, 2020.

The District intends to begin the work year in a hybrid model with some students in special groups attending school in buildings as much as possible as determined by administrators or IEPs, other students attending school two days per week, with all elementary and middle school students working remotely on Wednesdays. High School students will begin the school year with a remote instruction model and phase in to a hybrid model. With the exception of the students in special groups, all students will receive instruction remotely during the week of Thanksgiving (November 23, 24, and 25) and on December 21, 22, 23 and the cohorts A and B will be synchronous on these days.

The Parties recognize that assignments may need to change during the school year; however, administrators will endeavor not to change assignments during the school year and will provide the educator with two weeks' notice except when shifting to a remote model. Unit A educators may be assigned to perform some work outside of their certification consistent with the DESE guidelines for the 2020-2021 work year.

The District will work closely with the Arlington Board of Health and the AEA to monitor metrics related to positive case rates and trends in the Town of Arlington, the Greater Boston area, individual schools, and the District as a whole.

In its discretion, the District may move the entire District or individual groups or classrooms within the District one or more times to a fully remote schedule at any time during the school year and may move the District or individual groups or classrooms within the District back to a hybrid schedule one or more times at any time during the school year. If the District returns from a fully remote model for the District to a hybrid model, the AEA and educators will be provided with a minimum of two weeks' notice.

As directed or provided in their schedules, educators in Units A and D shall be responsible for instruction of students whether students are physically in their classroom or working remotely.

2. **Unit A Article VIII. A.2.:** Two contractual professional development days in addition to September 2 had been scheduled to occur on September 3, 2020 and November 3, 2020. The November 3rd date shall remain unchanged; however, the September 3rd date will be moved to another date later in the work year as determined by the Superintendent in her discretion after consultation with the AEA.
3. **Workday:** The length of the workday for educators covered by this Agreement shall remain unchanged from the Parties' collective bargaining agreement and Unit A educators will continue to receive their prep time, with additional prep time on Wednesdays as below. The limit on compensatory days for missed prep periods for Unit A educators will be increased to four days total. Parent-teacher conferences and after-school meeting obligations remain unchanged from the Parties' collective bargaining agreement.

Absent a reasonable accommodation approved and provided by the District, or as otherwise provided in this Memorandum of Agreement, educators will report to their school building or other assigned work location within the District for the 2020–2021 school year to perform their work, unless directed otherwise by the Superintendent.

Educators whose full schedule is to provide services to students in the Remote Academy may work from a school location or remotely from their appropriate professional workspaces outside of the school buildings. Educators must notify their principal/supervisor of their work location on or before September 15, 2020 and with five (5) school days if they are requesting to change their work location. Other educators

whose full schedule is to provide services to students remotely may request to work from a school location or remotely from their appropriate, professional, workspaces outside of the school buildings by submitting a request to their principal. The principal will determine if the educator may work remotely based on student and building needs. Principals/ supervisors may direct any educator to work from a school location when in the principal's/supervisor's opinion, the remote workspace being used is not appropriate or the educator isn't fulfilling the educator's responsibilities effectively when working from a workspace outside of a school building.

All educators whose students are working remotely on Wednesdays will be able to work remotely.

On Wednesdays, students will be dismissed early or assigned asynchronous work for half the day in order to accommodate Unit A educator prep time and meetings. On these days, all Unit A educators will be provided with at least an average of 40 minutes common planning time weekly; 150 minutes of the total annual meeting time devoted to the educator evaluation system; 150 minutes of the total annual meeting time devoted to work related to complete progress reports or report cards. Unit A educators shall be in charge of setting the agenda during common planning, educator evaluation, and progress report/report card meetings. The remainder of the meeting time will be set aside for principal directed/scheduled data meetings, building meetings, content area meetings, and special education co-teaching meetings and other special education meetings. Preschool meetings will end at 2:45 p.m. Elementary meetings will end at 3:00 p.m. each Wednesday. Secondary meetings will end no later than 3:45 p.m. on two Wednesdays per month, no later than 4:00 p.m. on one Wednesday per month, and no later than 2:56 p.m. on any additional Wednesdays.

To the extent possible, Special Education meetings will not be scheduled during Wednesday afternoon prep time.

Arlington High School will operate on a 4x4 Semester schedule, where 1.0 FTE Unit A teachers meet with three classes during one semester and two classes during the other semester, for a total of 5 class periods during the 2020-2021 school year. The Parties agree that the School Committee has the right to return to the high school schedule in place in the 2019-2020 school year.

With the exception of the following change, Advisory remains the same for the 2020-2021 school year: Advisory at Gibbs will be 20 minutes each day.

The Unit C employee assigned to a school building may request to perform the employee's work remotely on all or part of a Wednesday when there are no students in

the building with prior permission from the building principal. Each request to work remotely is subject to prior approval from the principal.

4. Unit A Educator Evaluation:

The Parties shall comply with the Educator Evaluation requirements as contractually obligated. However, because of the later student start date, the timeline provided for in the parties' collective bargaining agreement may be modified by agreement of the Parties. The first observation of non-PTS educators in their first year shall occur on or before October 16, 2020. The first observation of non-PTS educators in their second or third year shall occur on or between October 23, 2020 and December 23, 2020. The first observation of PTS educators shall occur between November 1 and December 23, 2020. The mechanics of the evaluation may vary based on the model for the delivery of instruction to students (i.e. remote instruction, hybrid, and/or all in-person) to which the educator is assigned. Both announced and unannounced observations may occur in person, with the evaluator in the room, or remotely with the evaluator in the remote classroom. The parties agree to establish a subcommittee to review and adapt the rubrics and mechanics for remote instruction.

5. Health and Safety:

(a) Required Face Coverings: Educators may use their own face coverings/masks that meet the requirements in District policy and shall be required to wear a face covering at all times on District property except during designated mask breaks provided there is appropriate social distancing, and when the educator is working alone in the educator's classroom/work space. Excluding lunch breaks, scheduled mask breaks for grades 3-12 shall occur inside in large spaces like gyms or cafeterias or outside with at least 6-foot social distancing. Mask breaks in grades PreK-2 can occur in classrooms with 6 ft social distances. Mask breaks include lunch breaks. (The District makes accommodations for individuals with disabilities as required by law.)

(b) The Committee shall ensure that all safety and social distancing guidance from the August 10, 2020 district reopening plans will be implemented.

6. Personal Protective Equipment and Cleaning Supplies: The District shall maintain a supply of:

- masks, including KN95
- goggles/eye protection
- face shields
- protective outer clothing
- disposable gloves
- cleaning products such as:

hand sanitizer,
soap,
disinfecting wipes or disinfecting spray and paper towels.

While educators may use their own masks, educators who need a mask during the day will be provided with one. In addition, educators will be given the PPE which the Superintendent/designee determines is necessary to safely perform their assignments. Educators will be given additional PPE from the district supply listed above upon request.

7. **Student Attendance and Grades:** Educators shall continue to be responsible for ensuring student attendance is taken each day. At the elementary level attendance will be taken at the start of the day for all students (in person and remote) and in the afternoon for remote students. Attendance will be taken at the start of each period at the high school. Attendance will be taken at the start of the day for all students (in person and remote) in the middle schools and at the start of each period for students who are remote at the middle schools. Educators shall continue to enter student attendance and grades into PowerSchool.
8. **2020–2021 Health and Safety Committee:**
The District will provide educators in the building with a procedure for reporting concerns regarding health and safety within the building. A 2020-2021 Health and Safety Committee (HSC) shall be established consisting of not more than five members of the AEA selected by the Union President and not more than five District representatives selected by the Superintendent. The HSC will meet during the 2020–2021 work year to make recommendations to the Superintendent to address issues that were not resolved at the building level regarding cleaning and safety. The HSC will meet by mutual agreement or as needed during the 2020-2021 work year.
9. **Leaves of Absence for the 2020-2021 Work Year:**
Educators had until August 26, 2020, to request a discretionary leave of absence without pay for the 2020-2021 work year by submitting a request by email to the Director of Human Resources at RSpiegel@arlington.k12.ma.us. Nothing in this Section guarantees that a request for a leave of absence will be granted. Educators on leave pursuant to this Section shall notify The Director of Human Resources by email no later than March 1, 2021, of their intention to return to work for the 2021-2022 work year. When the educator returns to work at the start of the 2021-2022 work year, the educator will have all contractual benefits restored, including unused accrued sick leave, to which the educator was entitled at the time the leave commenced; however, the 2020-2021 work year shall not count toward step advancement and while the Superintendent/designee will consider returning the educator to the educator's former assignment, there is no guarantee that the educator will be returned to the assignment that the educator had in 2019-2020 work year. (Although the Superintendent may award professional teacher status (PTS) to an educator early, educators without PTS are reminded that to acquire PTS, they must

complete three previous consecutive school years and that a leave under this Section interrupts the three previous consecutive school year requirement.)

10. **Quarantines:**

(A) Prior to December 31, 2020: At the Superintendent's direction or if an educator is required to quarantine and the educator is capable of working remotely, that educator may be directed to work remotely. If such educator is unable to work remotely during the quarantine period, the District will comply with the leave requirements and limitations provided by the Emergency Paid Sick Leave Act (EPSLA)/Families First Coronavirus Response Act (FFCRA).

(B) Between January 1, 2021 and the end of the work year in June 2021: If between January 1, 2021 and the end of the work year in June 2021, an educator is required to quarantine because of a contact traced to the educator's classroom or school and the educator is capable of working remotely, that educator may be directed to work remotely. If such educator is unable to work remotely during such quarantine period and had not exhausted the leave entitlement under EPSLA prior to December 31, 2020 and provided that the EPSLA/FFCRA expired on December 31, 2020 and was not extended or replaced by Congress, the District will provide such educator with full pay up to \$511 per day for the work days falling within the two week period from the first day of such quarantine, not to exceed a total of ten work days in the aggregate (i.e. EPSLA days prior to December 31, 2020 plus these paid days under this subsection (B) cannot exceed 10 days).

(C) An Educator who has exhausted leave under sections (A) and (B) and who is required to quarantine and the educator is capable of working remotely, that educator may be directed to work remotely. If such educator is unable to work remotely during such quarantine period during the 2020-2021 school year, the educator may request sick leave time from the Sick Bank for the additional days of the quarantine. Decisions of the Sick Leave Bank committee in response to requests for sick leave for quarantine must be unanimous. Should the Sick Bank be depleted, each staff member will contribute a day and the district will match the total number of days contributed.

(D) An educator may use accrued sick leave when the educator is required to quarantine for a two-week period and such quarantine is not covered by Sections (A), (B) or (C) above provided that the educator cannot work remotely.

For purposes of this Section 10, a quarantine is an order or requirement by a Board of Health or other Government entity to an educator who has been/may have been exposed to COVID-19 to remain isolated from others so that the employee does not spread the Coronavirus to others. It does not include a recommendation or order by a health care provider to isolate or separate an employee so that the employee does not become exposed to Coronavirus.

11. Distance Learning:

11.1 All Educators

- a. All educators shall use District-approved platforms for on-site, hybrid, and distance learning as directed by their building Principal or Supervisor.
- b. All educators in Units A may be required to provide distance learning instruction and support to students outside the classroom. All educators in Unit D may be required to provide distance learning support to students outside the classroom. Educators in Units A will follow the District guide on direct instruction and time on learning and will provide synchronous and asynchronous lessons.
- c. Each educator in Unit A shall be equipped with a District device, such as a laptop computer, enabled with a camera and a microphone. (The Superintendent/designee will determine which, if any, employees in other units require District devices.)
- d. Specialist educators may be required to provide the same number of lessons they would have if students were onsite. Specialist educators shall provide both synchronous and asynchronous instruction. Administrators will provide schedules to educators.
- e. Related service providers are required to provide in person and/or teletherapy as directed.

11.2 Remote Only Educators

- a. Educators in Units A and D shall have scheduled virtual time for student/family communication and virtual student support hours to provide additional support to small groups of students and individual students within the contractual requirements. If students are not participating appropriately with remote instruction, Educators will contact the families. The Educators will work with the appropriate professionals to provide support to the students and families.
- b. During asynchronous lessons, remote educators in Units A and D will be available to students who are scheduled during that block.
- c. Synchronous lessons are not expected to be fully live on a platform at all times during that block. Remote educators in Unit A can use their professional judgement to structure the synchronous time appropriately for their students, which may include some independent work, small group instruction, 1:1 consultation with students as needed.
- d. Remote educators in Units A and D will have access to the same or equivalent technology and supplies as in-person educators.

11.3 Hybrid Educators

- a. All educators who are providing 100% of their instruction or services to students in the hybrid program (hybrid educators) will follow the District guide on direct instruction and time on learning and will provide asynchronous activities to students outside of the classroom on days when the educator is providing in-person instruction or services to students in the building.
- b. Hybrid Unit A educators can use their professional judgment to structure asynchronous activities that are appropriate for their students and their curriculum. Asynchronous activities can be review, preview, practice, skill-building, differentiation, or moving the curriculum forward. No one medium or mode of instruction will be required for asynchronous activities. Elementary educators in Units A and D will work on Wednesdays with coaches and instructional leaders to develop lessons which are used commonly for hybrid students on home days.
- c. No educator in Units A will be expected to provide simultaneous live instruction to students in the classroom and synchronous instruction to students at home.-

11.4 Educators with Both Remote and Hybrid Students

- a. Some educators in Units A may be required to provide instruction or services to students in both the remote by choice and hybrid program. Some educators in Unit D may be required to provide support to students in both the remote by choice and hybrid program. The total number of periods taught shall not exceed contractual limits.
- b. No educator in Unit A will be expected to provide simultaneous live instruction to students in the classroom and synchronous instruction to students at home.-
- c. Educators in Units A and D who provide instruction or services to students in both programs will be available for student support to both groups of students, not to exceed the maximum contractual minutes per week total.
- d. Unit A Special Education educators (including related service providers) may choose to provide simultaneous instruction to students in-building and students who are remote to meet the requirements in IEPs provided:
 - The Unit A educator and the administrator shall meet before providing these services; the Unit A educator may invite an AEA rep to attend the meeting.
 - Before such instruction begins, all educators involved shall be provided with the necessary support to ensure effective teaching including training, technology, and equipment
 - An additional trained Unit D educator shall be provided to monitor the remote class, unless a Unit D educator is already working with a student in the remote class or the Unit A educator waives the offer.
 - The Unit A educator shall not be formally evaluated in these classes.

- The Unit A educator may opt out of this simultaneous instruction after a reasonable amount of time of implementation followed by two weeks' notice to the administrator, and the administrator may discontinue the simultaneous instruction after a reasonable amount of time of implementation followed by two weeks' notice to the educators. The administrator and educators can agree to reduce the two weeks' notice period.
- The educators and administrator will meet periodically to review the simultaneous services and additional training or equipment needs; an educator may invite an AEA rep to attend the meeting.

12. Article VIII Section C:

The scheduled day for students in the 2020-2021 school year will be:

1. Preschool: 8:30-2:00; one day a week students dismissed at 1:30
2. Elementary Schools:
 - a. Four days a week: 8:10-2:30; however, students initially will be dismissed at 1:45 and will complete their school day remotely
 - b. One day a week: 8:10-1:00
3. Middle Schools: 8:30-2:56
4. High School: 8:30-2:56

Upon request of the AEA, the parties will meet to negotiate any unforeseeable impacts in working conditions.

The Parties may agree to extend this Agreement beyond the 2020-2021 work year by mutual agreement.

This Memorandum of Agreement is subject to ratification by the Arlington Education Association and approval by the Arlington School Committee.

Agreed to on the date(s) indicated below. The Parties electronic signatures shall be deemed authentic signatures.

Arlington School Committee

Arlington Education Association

Date:

Date: