

5.13.2020
Memorandum of Agreement
Between the
Shrewsbury School Committee and
The Shrewsbury Education Association

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Shrewsbury School Committee (hereinafter, "Committee" or "District") and the Shrewsbury Teachers Association (hereinafter, "Association" or "SEA").

WHEREAS, in connection with the public health emergency associated with the COVID-19 outbreak, the Governor of Massachusetts has announced the closure of all schools in the District for the remainder of the 2019-2020 school year, the last day of which is June 16, 2020, and

WHEREAS, representatives of the Committee and the Association have bargained over the impacts of the school closure on the wages, hours, and other terms and conditions of employment of Association members;

Therefore, the Shrewsbury Public Schools and the Shrewsbury Education Association hereby agree to the following:

Subject to and contingent on ratification by the School Committee & SEA Executive Board:

1. The District and the SEA approach this COVID-19 school closure and pandemic with the expectation that they will work cooperatively to provide students the best possible educational experience and connection to their school community, and support to its employees during this unprecedented time.
2. During this period of the Commonwealth of Massachusetts' COVID-19 mandatory closure of the School District commencing Tuesday, March 17*, 2020 and scheduled to end on June 16, 2020, which is the last scheduled day of the 2019-2020 school year ("COVID-19 closure period"), members of the Shrewsbury Education Association will engage in remote instruction in accordance with the terms of this agreement and the District's Remote Learning Plan, as set forth in the documents entitled "SPS Remote Learning Framework – Guidance for SEA Unit A Educators" and "Guidance for Various Special Education Roles" with the understanding that this guidance may evolve in order to respond to updated guidance from the Department of Elementary & Secondary Education, legal requirements, and feedback from educators and families in order to best meet the needs of students and staff under the circumstances. Any substantive changes to the documents above will be subject to impact bargaining with the Shrewsbury Education Association.

*Note: Friday, March 13, and Monday, March 16, were days when the Superintendent of Schools closed all Shrewsbury Public Schools due to the COVID-19 situation, prior to the Governor's order which took effect on Tuesday, March 17. Because March 13 and March 16 brought the district to its 185th school calendar day, they were treated the same as "snow days" in that they were not work days towards the 184 SEA Unit A contractual days. These two days, like snow days, were moved in the calendar to June 18 and June 19. Furthermore, the district converted April 21, 22 & 23rd (previously April vacation dates) to school days moving the last day of school from June 19th to June 16th.

3. During the COVID-19 closure period, members of the Shrewsbury Education Association not previously scheduled to be on leave shall receive their regular pay and benefits.

Stipends will be paid as follows:

- a. Full year stipends will be paid in full as contracted.
- b. Spring stipends will be pro-rated for the amount of work completed.
- c. Spring Athletic stipends will be paid at 25% to head coaches who performed ongoing work remotely throughout the spring season.
- d. Assistant coaches will be considered for 25% of the applicable stipend if they performed ongoing work remotely throughout the spring season.

For members of the SEA who continue or commence a leave during the COVID- 19 closure period, the appropriate leave benefit shall apply. In addition, all members have been notified of their rights under the Family First Coronavirus Response Act and such leaves shall be managed through the Human Resources Department for the time period April 1, 2020-December 31, 2020.

4. Teachers without Professional Teacher Status will continue to accrue time towards their three (3) year requirement pursuant to M.G.L. Ch.71, s. 41 during the COVID-19 closure period.

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

a. Additional evidence and artifacts can be uploaded by the evaluator and/or the educator through May 26, 2020, but is not required

b. Observations, as defined in the educator evaluation agreement, are considered completed for the year. Educators are accountable for their performance and evaluators are accountable for providing feedback, assistance, or direction when needed. The Parties agree that the School Committee shall be deemed to have complied with any and all procedural and substantive contract requirements for evaluating NPS staff for the 2019-2020 school year, allowing it to make all PTS decisions.

c. Written summative or formative evaluations will contain an assigned rating for each area, including progress on professional practice and student learning goals, an overall rating, and a brief overall summary, and are due by June 12, 2020 for both PS and NPS staff, if the evaluator will be rating the educator as Proficient or Exemplary

d. Conferences with PS educators who are proficient or exemplary will take place virtually, when requested by either educator or evaluator by June 12

e. Conferences with NPS educators who are proficient or exemplary will take place virtually by June 12

f. Written summative evaluations of NPS staff who are not deemed Proficient or Exemplary are due by May 22, 2020. Conferences will take place virtually by May 29, 2020.

g. Educators on Directed Growth Plans and Performance Improvement Plans: The dates of these plans will be adjusted to carry through the first 12 weeks of the 2020-2021 school year. This applies whether school is held in person, virtually, or staggered combination of the two-

h. If a PS educator would have received an overall rating lower than proficient this year, based on information collected until the March closure, the following will apply:

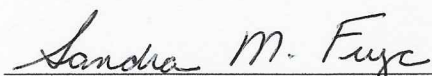
Instead of receiving the rating of less than proficient, the evaluation period will be extended to include the first 12 weeks of the 2020-2021 school year. Two additional observations will be completed in these first 12 weeks. If the PS educator is judged to be less than proficient at the conclusion of the first 12 weeks, a new Directed Growth Plan or Improvement Plan for the PS educator will be developed in December 2020 and shall begin on January 2, 2021. This applies whether school is held in person, virtually, or a combination of the two. Notification of the extension of the evaluation period will be shared with the educator by June 12, 2020.

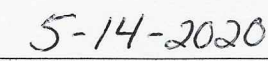
6. Both parties acknowledge that the COVID-19 closure period is work time. The parties agree that they have been, and will continue to, work collaboratively on district expectations and requirements related to remote learning through the remainder of the 2019-2020 academic year.

7. The terms of the MOA shall not constitute a past practice precedent, including for any future public health issue.

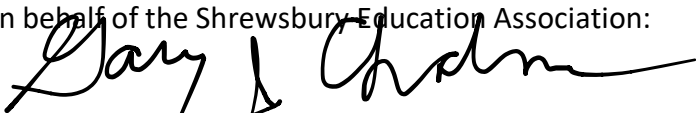
8. Any MOA reached is temporary and will stay in force and effect through June 16, 2020, with the understanding that the language related to educator evaluations will remain in effect through January 2, 2021.

On behalf of the Shrewsbury School Committee:


Sandra Fryc, Chairperson


Date

On behalf of the Shrewsbury Education Association:



Gary Chalmers, President

May 13, 2020

Date