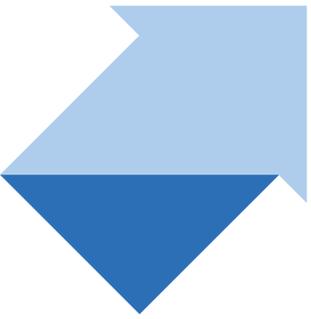


Negotiating the COVID-19 School Year

An Analysis of Memoranda of Understanding
between School Districts and Teachers Unions
during the 2020-2021 School Year



Executive Summary

The COVID-19 pandemic severely disrupted the 2020–2021 school year. Despite the best efforts of educators, family members, community organizations, and others, many students' engagement with school, academic growth, and social-emotional health suffered.¹ In addition to heroic individual efforts, our public K–12 education system also stretched and adapted to serve students in the face of unprecedented disruption. This study examines an important component of our K–12 system's response. Between April 2020 and March 2021, the Massachusetts Business Alliance for Education tracked a sample of Massachusetts school districts' continuity of learning plans to understand what services students could access and variation across the state.² Monitoring continuity of learning plans made clear that school districts' public plans both influenced and were influenced by negotiation with teachers unions about how work rules should be adapted to enable continuity of service while keeping staff safe and healthy.

Many Massachusetts school districts and teachers unions negotiated memoranda of understanding (MOUs) to guide learning during the pandemic. These documents made formal amendments to existing collective bargaining agreements (CBAs), which are documents that set commitments and restrictions related to how teachers do their jobs. This report examines how MOUs shifted CBAs to adapt to the COVID-19 pandemic. It also identifies a set of considerations for negotiating any future CBA flexibilities necessary to enable teachers and school districts to best support students' recovery and reengagement with school.

This report contains two parts. The first examines MOUs for 13 Massachusetts public school districts and identifies trends in their content. In Massachusetts, almost all school districts spent at least some time in a remote or hybrid modality during the 2020–2021 school year, including all 13 of the districts that we examine.³ This shift to remote and hybrid learning required that MOUs address how to adapt student supports and instructional delivery to assure continuity even when students were not physically in schools. We catalogue MOU provisions for 21 distinct topic areas including health and safety protocols, school year and day length, teacher assignments, compensation, leave, professional development, family engagement, and others.

We find that MOUs focused mainly on maintaining as much normalcy in work rules as possible rather than anticipating or seeking to address the challenges the amended modalities presented for student learning. However, it is important not to conflate MOUs with the totality of districts' and unions' response to the pandemic. The absence of provisions to address the impact of remote and hybrid learning on students in the MOUs does not necessarily mean that districts failed to make student-centered adjustments.

The second part of the report pivots to a discussion of the implications of our findings for services to students in the coming years. Many students will require enhanced social, emotional, and academic supports. We examine five strategies for supporting student recovery frequently cited by education experts. This is not an exhaustive list of strategies, but instead is meant to provide some basis for determining in what ways CBA flexibilities may continue to be needed to meet students' needs. We find that implementation of some strategies will likely require significant amendments to CBAs, and that all strategies potentially involve some need for greater flexibility.

As we move into the 2021–2022 school year, readopting the prior year's MOUs will likely not provide an adequate template for serving students in need of additional supports. If operational normalcy was insufficient to preserve equity during the pandemic, there is little reason to believe it will be sufficient to address the pandemic's inequities. Adopting effective recovery strategies will likely require instructional changes, educator buy-in, and reimagined family engagement. Normalcy will not suffice, and neither will the pandemic-era MOUs—but they might be able to tell us what needs to change.

We find that the MOUs from the 2020–2021 school year did not prioritize flexibility in district operations as a strategy for responding to rapidly changing student needs during the pandemic.

This means that these MOUs likely will not provide an adequate template for enabling the flexibilities needed to introduce key recovery strategies in the coming school year.

Introduction

In response to the COVID-19 pandemic and the significant shifts in instruction it necessitated for the 2020–2021 school year,⁴ many Massachusetts school districts and teachers unions negotiated memoranda of understanding (MOUs) to guide learning during the pandemic. These documents made formal amendments to existing collective bargaining agreements (CBAs) between union members and the school districts employing their members.⁵

Our analysis aims to determine what lessons these MOUs hold for academic recovery from the pandemic. To approach this question, we assessed MOUs between 13 Massachusetts districts and their respective collective bargaining units. For each MOU, we started with several key questions:

1. What kinds of flexibilities did the MOUs establish? What flexibilities did the MOUs not create?
2. How responsive did MOUs allow districts and unions to be when dealing with changes in COVID-19 prevalence, state regulations and guidance, or other external conditions?
3. Going forward, do MOUs offer models for providing the flexibility needed to support student learning during recovery from the pandemic?

We find that the MOUs did not prioritize flexibility in district operations as a strategy for responding to rapidly changing student needs during the pandemic. Most appear to have been designed to preserve as much normalcy as possible in labor relations. In general, MOUs were not leveraged as tools to identify and provide appropriate levels of support to students during the 2020–2021 school year. It is important to note that the MOUs amended existing CBAs and largely followed the model of those documents, which deal much more with work rules than identifying required student services and supports. The focus on preserving normal operations is understandable, particularly in light of the experience of spring 2020, when schools were required to transition to remote learning without the benefit of planning. The goal of this analysis is not to cast blame; it would make little sense to ascribe the far-ranging impacts of COVID-19 to any document or actor. Instead, our purpose is to ask whether understanding these documents can enhance efforts to put in place the necessary policies and practices to support students' recovery from this past year.

Responding to student trauma will require far more than normal operations. Looking forward, it is crucial that districts implement targeted strategies to meet students' social-emotional health needs and help students recover academically. These strategies will likely require instructional changes, educator buy-in, and reimagined family engagement. The following analysis suggests that pandemic-era MOUs are not an appropriate model for school districts and unions to agree to these changes. However, with additional changes that enable robust student access to evidence-based recovery strategies, MOUs could potentially help establish a shared understanding of the work ahead to support student recovery and the flexibilities required.

Responding to student trauma will require far more than normal operations. Looking forward, it is crucial that districts implement targeted strategies to meet students' social-emotional health needs and help students recover academically.

PART I

Analysis of 2020–2021 school year memoranda of understanding

Methodology

To understand the role MOUs played in shaping instructional delivery during the COVID-19 pandemic, we analyzed 13 MOUs from districts around Massachusetts. Table 1 lists the districts whose MOUs we reviewed for this analysis. We chose to analyze MOUs from the 10 largest by enrollment as well as 10 randomly selected districts to ensure coverage of both a wide variety of districts and a relatively large portion of the state’s total K–12 student population. Our analysis necessarily focuses on districts where MOUs were completed and published. We searched for publicly available MOUs from these districts. Ultimately, it was possible to access MOUs for seven of the state’s largest 10 districts, as well as six from the 10 randomly selected additional districts, generally either on the school district or teachers union website.

Table 1: School district sample

DISTRICT NAME	STUDENT COUNT	STATEWIDE AFFILIATION
Boston	50,480	AFT ^a Massachusetts
Springfield	25,007	MTA ^b
Lowell	14,434	AFT Massachusetts
Lawrence	13,550	AFT Massachusetts
New Bedford	12,880	MTA
Newton	12,779	MTA
Fall River	10,229	MTA
Framingham	9,088	MTA
Taunton	8,036	MTA
Shrewsbury	6,268	MTA
Agawam	3,670	MTA
Northampton	2,579	MTA
Hamilton-Wenham	1,836	MTA

a. American Federation of Teachers

b. Massachusetts Teachers Association

We analyzed the MOUs to determine what kinds of issues they addressed. Most of the 21 metrics we tracked fall into four main categories: staffing rules, salary and benefits, workload, and noninstructional educator duties. Issues that do not fall into these categories include modality changes, school calendar changes, educator evaluation, technology use, health and safety issues, and miscellaneous provisions. Table 2 shows which MOUs addressed each of these issues, all of which are defined in Appendix II. We chose most of these metrics in the initial phase of our project based on a review of other work examining collective bargaining agreements, before selecting MOUs; as we reviewed the MOUs, we added metrics to account for patterns we observed.

It is important to note that many districts likely made changes to their practices not reflected in official MOUs. We recognize this as an important factor influencing the reality of the student learning experience in 2020–2021, but it does not impact our analysis, which sought to focus on which changes were negotiated within the bounds of official MOUs.

Table 2: School district and teachers union MOU contents by district and topic

	TOTALS (out of 13)	AGAWAM	BOSTON	FALL RIVER
Date MOU(s) signed		9/19/20	9/9/20, 9/29/20, 11/15/20, 1/10/21	10/30/20
MOU valid until		20–21 SY	20–21 SY or In-Person	20–21 SY
STAFFING				
School calendar	10	X	X	X
Criteria triggering modality change	10	X	X	X
Staffing provisions	6			
SALARY AND BENEFITS				
Teaching assignment	13	X	X	X
Compensation	7	X	X	X
WORKLOAD				
Absence or leave	11	X	X	X
Class size	8	X	X	X
Workday	10	X	O	O
Instructional requirements	11	X	X	X
Office hours/extra support	6	X		
Curriculum	4	X		X
SPED/high needs	12		X	X
NONINSTRUCTIONAL				
Prep and collaboration time	13	X	X	X
Professional development	12	X	X	X
Family engagement	11	X	X	X
OTHER				
Evaluation	11	X	X	X
Technology use	12	X	X	X
Health and safety	13	X	X	X

Note: See Appendix II for a codebook defining the topics covered in the table and throughout the document.

X = Topic was covered in memorandum of understanding (MOU).

O = Topic was mentioned in MOU but only to say that collective bargaining agreement stipulations will be maintained.

Table 2: School district and teachers union MOU contents by district and topic, continued

	FRAMINGHAM	HAMILTON-WENHAM	LAWRENCE	LOWELL
Date MOU(s) signed	9/16/20	10/6/20, 1/8/21	10/1/20	9/23/20
MOU valid until	N/A	End of COVID-19 emergency	20-21 SY	Varies by item
STAFFING				X
School calendar	X			X
Criteria triggering modality change	X	X		X
Staffing provisions	X	X	X	X
SALARY AND BENEFITS				
Teaching assignment	X	X	X	
Compensation		X	X	
WORKLOAD				
Absence or leave	X	X	X	X
Class size	X	X	X	
Workday	X		X	O
Instructional requirements	X			X
Office hours/extra support				
Curriculum				X
SPED/high needs	X	X	X	X
NONINSTRUCTIONAL				
Prep and collaboration time	X	X	X	X
Professional development	X		X	X
Family engagement	X	X	X	
OTHER				
Evaluation	X	X	X	
Technology use	X	X	X	X
Health and safety	X	X	X	X

Note: See Appendix II for a codebook defining the topics covered in the table and throughout the document.

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Table 2: School district and teachers union MOU contents by district and topic, continued

	NEW BEDFORD	NEWTON	NORTHAMPTON	SHREWSBURY
Date MOU(s) signed	10/1/20	10/23/20	11/23/20	8/26/20
MOU valid until	20–21 SY	New agreement, 20–21 SY or In-Pperson	20-21 SY	New agreement
STAFFING				
School calendar	X	X	X	X
Criteria triggering modality change		X	X	X
Staffing provisions			X	
SALARY AND BENEFITS				
Teaching assignment	X	X	X	X
Compensation		X	X	
WORKLOAD				
Absence or leave		X	X	X
Class size				X
Workday		O	X	O
Instructional requirements	X	X	X	X
Office hours/extra support	X	X	X	X
Curriculum				
SPED/high needs	X	X	X	X
NONINSTRUCTIONAL				
Prep and collaboration time	X	X	X	X
Professional development	X	X	X	X
Family engagement	X		X	X
OTHER				
Evaluation	X	X	X	X
Technology use	X		X	X
Health and safety	X	X	X	X

Note: See Appendix II for a codebook defining the topics covered in the table and throughout the document.

X = Topic was covered in memorandum of understanding (MOU).

O = Topic was mentioned in MOU but only to say that collective bargaining agreement stipulations will be maintained.

Table 2: School district and teachers union MOU contents by district and topic, continued

	SPRINGFIELD	TAUNTON
Date MOU(s) signed	9/1/20, 9/3/20, 1/20/21	11/23/20
MOU valid until	In-person	20–21 SY
STAFFING		
School calendar		X
Criteria triggering modality change		X
Staffing provisions		X
SALARY AND BENEFITS		
Teaching assignment	X	X
Compensation		X
WORKLOAD		
Absence or leave		X
Class size		X
Workday		O
Instructional requirements	X	X
Office hours/extra support	X	
Curriculum		X
SPED/high needs	X	X
NONINSTRUCTIONAL		
Prep and collaboration time	X	O
Professional development	X	X
Family engagement	X	X
OTHER		
Evaluation		X
Technology use	X	X
Health and safety	X	X

Note: See Appendix II for a codebook defining the topics covered in the table and throughout the document.

X = Topic was covered in memorandum of understanding (MOU).

O = Topic was mentioned in MOU but only to say that collective bargaining agreement stipulations will be maintained.

Findings

In analyzing the MOUs by these metrics, we found that the MOUs were most likely to address issues of *working conditions* and *education modality*. In Table 2, we show the issues covered by each MOU we studied. Most outline criteria triggering changes in modality (remote/hybrid/in-person), workday hours, and class size restrictions. Nearly all touched on preparation periods, teacher evaluation, and health and safety measures.

Most provisions covered in the documents fell into the 21 categories outlined in Table 2. A full description of our findings in each of these categories is included in Appendix II. In general, the MOUs' provisions followed some key patterns:

- Most districts and unions followed Department of Elementary and Secondary Education (DESE) guidance in shortening the *school calendar*, and most stipulated that the *workday* hours would remain unchanged from before the MOU's adoption. In line with DESE guidance, districts allocated time at the beginning of the year for front-loaded professional development and preparation time before students returned.
- All MOUs included *sunset provisions* by which the district would revert to the pre-COVID-19 status quo. The MOUs' sunset clauses and *provisions on modality changes* set terms in *advance* for some of the most discussed issues school districts faced during the pandemic, namely when to open school buildings and when to resume pre-pandemic operations.
- In terms of staffing, six of the MOUs surveyed included *restrictions on firing/laying off staff* and/or prohibitions on the district contracting out instructional work to nonemployees.
- *Compensation and leave* policies were addressed in the majority of MOUs, and teacher assignment to learning modalities (remote vs. in-person) was addressed in all the surveyed MOUs. Educators in about half of the districts analyzed saw new conditional stipends for a variety of circumstances pertaining to new teaching assignments, large class sizes, teaching in person while in a "red zone" based on community prevalence of COVID-19 infections, or missing out on CBA-budgeted extended learning time stipends.

Crucially, however, some of the most striking patterns involved provisions *left out* of most MOUs. Absent from the MOUs we surveyed were flexibilities for an extended school year or provisions for innovative use of technology while under remote or hybrid learning models to ensure sufficient learning time and quality for students amid a vastly modified learning experience. In general, the following absences were notable:

- Few MOUs included provisions requiring educators to provide *additional supports* to students during the pandemic, and some explicitly curtailed such supports.
- With the exception of Springfield, *instructional expectations* or requirements for 2020–2021 were not comprehensively outlined in MOUs.
- Only one of the MOUs outlined significant changes to the district's *curriculum*.
- There was little discussion of *educational quality* for students in remote contexts. While consistent with state guidance,⁶ none changed *educator evaluation* procedures to account for remote instruction quality, while some delineated restrictions on when or how evaluations could be conducted.
- Some *staffing flexibility* was built into MOUs in terms of districts/schools assigning teachers to classes and modalities as they saw fit, but little specific mention was made of these decisions being guided by students' learning needs beyond special education or English language learner designations.
- There were no mentions of stipends or additional teaching opportunities outside of the traditional school day or year to support students throughout this challenging time.
- MOUs also made no mention of metrics specific to equity benchmarks or plans for student assessments.
- Regarding *family engagement*, with the exception of Springfield and Northampton, very few stipulations were made, if any, and these were generally limited to infrequent virtual check-ins or now-virtual school events such as Back-to-School nights or parent-teacher conferences.

Absent from the MOUs we surveyed were flexibilities for an extended school year or provisions for innovative use of technology.

Discussion

Teaching and learning looked very different in the 2020–2021 school year, with significant uncertainties and large disparities in learning outcomes across the state. Our analysis of 13 Massachusetts MOUs between districts and unions suggests that these documents attempted to bring some level of stability to educator working conditions. In general, the MOUs stipulated fewer changes to practice than one might expect in a time of such flux, though they were successful in delineating many conditions that were *not* subject to change, such as educator evaluations.

The fact that every district operated under some form of fully remote or hybrid learning modality, which necessitated scheduling changes (e.g., cleaning breaks, technology breaks, travel time between home and school), all but guaranteed that students likely saw reduced instructional time, and MOUs did not account for this learning loss in maintaining teachers' workday hours.

All our surveyed MOUs seemed to share a goal of reducing uncertainty and the need for future negotiations. Generally, MOUs sought to account for the entirety of the school year, but there were some notable exceptions. Shrewsbury, Newton, and Lowell, unlike the other 10 districts, built flexibility into the duration of everything agreed upon in their MOUs by making their expiration contingent upon the negotiation of a new agreement, rather than committing to the entirety of the 2020–2021 school year. MOUs also largely set guidelines in advance as to when learning modalities would change, creating disincentives to revisiting negotiations on returning to in-person learning as epidemiological and academic evidence on the impact of COVID-19 and building closures evolved. Only one MOU, Shrewsbury's, required the school committee and union to negotiate all changes in modality.

The MOUs' omissions are in many ways as meaningful as their explicit provisions—and these omissions are highlighted by individual MOUs that bucked the trend. Shrewsbury's requirement that teachers provide equal access to extra support for students regardless of learning modality is the only provision we found requiring equal access to such services for students. Only Springfield required ongoing outreach from educators to families, as opposed to at set intervals. Some districts, such as New Bedford and Fall River, allowed teachers to be reassigned between hybrid and remote assignments if there was a strong educational need and proper consultation with teachers were conducted, while most made no such mention. Box 1 provides examples of agreements in MOUs that explicitly prioritized meeting students' needs. A complete summary of MOU provisions is available in Appendix II.

The MOUs made little reference to equity. As a group, these documents did not provide information about how districts could improve public education in light of the COVID-19 crisis; rather, they primarily sought to adapt existing structures and regulations present in CBAs to the vastly different teaching conditions the pandemic required.

On this point, it is important not to conflate MOUs with the totality of districts' and unions' response to the pandemic. To be clear, the absence of such provisions in the MOUs does not mean that districts failed to make such changes. Across districts, some changes to practice were mandated by DESE, either before or after MOUs were negotiated. At the local level, it is likely that many districts and unions enacted necessary changes to practice without codifying them in an MOU or that a determination was made that certain changes were not subject to collective bargaining. To the extent they occurred, such changes to practice may have been crucial to improving student experiences in this very difficult period. However, the lack of codification means that any flexibility achieved toward these ends may not remain in place for the 2021–2022 school year and beyond.

It is important not to conflate MOUs with the totality of districts' and unions' response to the pandemic.

Student-centered practices and innovations included in MOUs between school districts and teachers unions

STAFFING

- **Multiple districts and teacher unions** prioritized access to remote teaching spots for individuals who are at high risk for severe illness from COVID-19 themselves, who share a household with someone who is at high risk, or who have dependent care issues that would make it difficult for them to teach in person.
- **New Bedford** and **Fall River** allowed flexibility in teacher reassignments between hybrid and remote modalities. New Bedford's MOU allowed the district to reassign teachers as needed. Fall River's MOU defined a process for reassignment that required the district to solicit volunteers and, if the number of volunteers was not sufficient, to reassign teachers based on their qualifications following a consultation between the teacher, the union, and the superintendent.
- **Hamilton-Wenham** and **Northampton** committed to provide in-person services to special education or other higher needs students who sought such services. Hamilton-Wenham paid a per diem rate for any educators required to provide in-person services while the towns were in a state-identified "red zone" indicating higher COVID incidence. Northampton agreed to pay educators assigned to work with students in person a stipend of \$500 per quarter, prorated for days worked, while the district was under a remote model.

WORKLOAD

- **Shrewsbury's** MOU included a commitment by teachers to provide equal access to extra support for students regardless of learning modality. At the high school level, Shrewsbury teachers were available for live, synchronous extra help sessions for remote students at least three times per week for at least 30 minutes at the conclusion of the school day.
- **Framingham's** MOU included an agreement to pilot a modified high school schedule through the end of October 2020 to allow for a later start time.

NON-INSTRUCTIONAL DUTIES

- **Springfield's** MOU required that educators conduct a virtual orientation with students and families prior to the beginning of the school year and ongoing outreach to families to review students' progress. The district and educators agreed to keep records of educators' interaction with families and to report student absences to administrators for follow-up, if needed.

PART II

Looking ahead: Implications of findings for supporting student recovery

What needs to happen? Best practices to combat student learning loss

Preliminary data suggest that student learning loss due to COVID-19 and its impact on schooling will be drastic and far-reaching. Learning loss due to COVID-19 is likely to be particularly acute among younger students, those who were already behind when the pandemic struck, lower-income students, and Black and Latinx students. Furthermore, school closures and other consequences of COVID-19 such as job losses and decreases in family income are expected to widen existing opportunity gaps.⁷

The implementation of targeted, research-based strategies to combat student learning loss, in conjunction with the negotiation of new or modified MOUs/CBAs to provide for the staffing and other flexibilities that will be necessary to implement them, could allow districts and educators to shore up the type of workforce and embed into their school day the practices that will be necessary to recover from COVID-19. It will also be crucial that new collective bargaining agreements allow for the professional development, educator engagement, and restorative justice training necessary to implement these strategies in a sustainable manner.

To demonstrate the type of flexibilities that collective bargaining may need to address, we selected five evidence-based practices identified by the Annenberg Institute at Brown University, a nationally-recognized education policy institute that has been a leader in efforts to identify and disseminate best practices that address student learning loss as a result of COVID-19. We examined whether the MOUs that we studied and the CBAs they modified would have allowed implementation of these strategies. These strategies do not constitute an exhaustive list of evidence-based approaches to supporting student recovery. Our goal, in using them, is to test whether or not implementation of recovery strategies may require additional changes to CBAs that must be collectively bargained and codified in additional MOUs.

As we move into the 2021-2022 school year, readopting the prior year's MOUs will likely not provide an adequate template for serving students in need of additional supports.

1. High-impact tutoring

High-impact tutoring refers to intensive tutoring that occurs frequently, either one-on-one or in a group of up to four students. Research suggests that this is one of the most effective ways to improve student achievement across grade levels, particularly for low-income students and for those who have fallen substantially behind.⁸ It is most effective when embedded in the school day and the tutor is a teacher or paraprofessional, but recent research shows that trained volunteers can also have a significant impact on student learning.⁹ For instance, a study of Boston's Match Corps program, in which recent college graduates provide daily 1:2 tutoring for two hours during an extended learning day, four days per week for early high school students, resulted in learning gains of "one to two additional years of math in a single school year above and beyond what kids typically learn in a year."¹⁰

2. Extended school day/year

This strategy, also referred to as extended learning time, lengthens the amount of instructional time students receive and can take on different forms, including a longer school day or an extended school year through programs like acceleration academies. Extended learning time has been demonstrated to be highly effective as a mechanism for student learning recovery.¹¹ Lawrence Public Schools has employed one-week acceleration academies over vacation breaks. Selected teachers provided about 25 hours of extra instruction in math or English language arts to groups of 10 to 12 students in need of additional support. An evaluation of the program found that the strategy helped students gain about three months of additional learning.¹²

3. Targeted family outreach to support learning

Targeted family outreach refers to strategies such as sending students home with books, communicating with parents via text message, and engaging families with information on how best to support their children’s learning at home.¹³ Giving students—particularly low-income ones—a set of books of their choosing to take home has been shown to improve those students’ later reading outcomes. Furthermore, consistent engagement around reading between families and educators via phone or video may keep students engaged in school and learning, even during school shutdowns or breaks. Communication between caregivers and educators can be facilitated through text messages or via platforms that allow educators to share tips and tricks for learning at home, keeping families more engaged in their students’ schooling experience and empowering them to support their students’ learning, whatever the school subject or learning modality.¹⁴

4. Student monitoring systems

Student monitoring systems refer to a comprehensive strategy that tracks indicators like student attendance, assignment completion, grades, and overall well-being and looks for early warning signs that students are getting off the track so that they can receive support and intervention before falling too far behind.¹⁵ It is a holistic approach that takes into consideration not only students’ academic well-being but also their social-emotional health, which may have been greatly affected by the pandemic.

5. Social-emotional learning

Social-emotional learning refers to interventions that focus on nurturing students’ psychological well-being, teaching emotional regulation, building resilience to stress, and improving school climate and culture. Research suggests that when schools focus on tending to students’ social-emotional wellness, they see improvements not just in these areas but in academic achievement as well.¹⁶ In the coming school year, schools are likely to see many students recovering from trauma. A focus on social-emotional learning and trauma-informed practices will be crucial in meeting their needs and rebuilding students’ academic engagement.

Where are we now? Flexibilities not currently provided for in MOUs to allow for recovery strategies

Implementation of effective student support and recovery strategies requires far more than simply knowing what works. Practices will need to be designed with input from families, educators, and other stakeholders and adapted to local contexts and constraints. The process of implementing effective, responsive strategies should not be unduly inhibited by CBAs and MOUs. In this section, we consider how the implementation of recovery strategies may necessitate that districts and unions negotiate flexibility in the following MOU topic areas:

- | | | |
|--------------------|------------------------|----------------------------|
| 1. School calendar | 3. Salary and benefits | 5. Noninstructional duties |
| 2. Staffing | 4. Workload | 6. Technology |

Table 3 provides an overview of the five recovery strategies as they relate to the MOU topic areas that we analyzed. We identify areas for which implementation of each intervention may require flexibilities not currently provided for in most of the MOUs in our sample. Should the recovery strategies be restricted by the regular collective bargaining agreements between districts and unions, the use of additional MOUs may be necessary.

Table 3: Additional MOU/CBA flexibility needed to implement selected student recovery strategies

INTERVENTION	SCHOOL CALENDAR	STAFFING	SALARY & BENEFITS	WORKLOAD	NONINSTRUCTIONAL DUTIES	TECH
High-impact tutoring	O	X	X	X	O	O
Extended school day/year	X	X	X	X	O	O
Targeted family outreach				O	X	O
Student monitoring systems				O	O	O
Social-emotional learning		O		O	O	O

X = Intervention will likely require increased flexibility through MOU provision or other means
 O = Intervention could potentially require increased flexibility through MOU provision or other means

The following sections address the MOU topic areas in which greater flexibilities may need to be built into MOUs as they currently stand as delineated in Table 3.

1. School calendar

The MOUs in our sample generally maintained the teacher work year at pre-COVID-19 durations. Extending the school day or year will require the loosening of CBA and MOU restrictions on the teacher work year. High-impact tutoring or acceleration academies, if offered by teachers, would also potentially necessitate that flexibility be built into teacher work hours and the teacher work year in contracts, as these programs might be offered outside of the traditional school day or calendar.

2. Staffing

The MOUs analyzed provided for some flexibility with respect to teaching modality assignment but not provisions around seniority or allowing noneducators to support student learning. In order to provide the types of interventions described, particularly high-impact tutoring or extended learning time, districts may need to practice greater flexibility in staffing provisions, including who can be hired for which positions, what licensure requirements they need to possess, and who receives precedence for which teaching positions. Relatedly, teacher assignment to a particular class, school, or schedule will need to continue to be a flexible issue (beyond teaching modality) beyond the 2020–2021 school year to ensure that the best and most qualified teachers are reaching the students who need them most. The recovery strategies of an extended school day/year and social-emotional learning could also necessitate flexibility in staffing with regard to which staff are providing these services to students.

3. Salary and benefits

While some of the MOUs in our sample provided additional pay incentives to educators, none did so with regard to providing extra support or interventions to students to combat learning loss. In order to increase the appeal to teachers of extra teaching and tutoring opportunities involved in high-impact tutoring or an extended school day or year, districts will need to offer additional pay incentives through stipends or honoraria for teachers who choose to participate in these programs.

4. Workload

The MOUs in our sample made no substantial changes to educator duties in light of the pandemic. All of the recovery strategies described above would likely impact teacher workload and necessitate increased flexibility or provisions in MOUs or CBAs to account for this change in workload. High-impact tutoring and extended learning time would not only modify the instructional expectations of teachers but also likely require increased flexibility in their workday, their offerings of office hours/extra support, and provisions around special education students. While teachers themselves will not generally serve as tutors, an effective district tutoring program may require teachers to organize or oversee tutoring and to provide some support to tutors. The addition of tutors to students' school day could free up time for educators to focus on instructional planning or interventions, but districts will need the flexibility to do so.

The implementation of strategies around targeted family outreach, student monitoring systems, and social-emotional learning may impact educators' workload by modifying what currently falls under the realm of teachers' instructional duties.

5. Noninstructional duties

Noninstructional duties such as teacher preparation/collaboration time, professional development, and family engagement were covered in nearly all of the MOUs in our samples, but they provided minimal changes to these provisions from CBAs. All five recovery strategies could implicate provisions around noninstructional duties in MOUs or CBAs because the staff delivering these interventions would need to receive appropriate professional development (and potentially increased preparation/collaboration time) to administer them. The implementation of targeted family outreach, in particular, would require greater flexibilities to MOUs than currently provided for in our sample on average, since this intervention would require that staff involved go beyond stand-alone events such as back-to-school nights and parent-teacher conferences to not only keep in closer contact with students' caregivers but also provide them with the touchpoints and tools to more successfully support their students' learning at home.

6. Technology use

The MOUs analyzed all discussed technology in some way, but generally did so simply to account for necessary changes to teaching modality and the technology that would be required to carry out teaching and learning as closely to normal as possible in a virtual format. All five of the recovery strategies to address learning loss described could potentially necessitate changes to technology availability and use provisions in MOUs or CBAs. Depending on their method of delivery, high-impact tutoring, extended learning time, targeted family outreach, student monitoring systems, and social-emotional learning could all be implemented through technology, whether that be through virtual tutoring, platforms that connect students with expert tutors, or innovative apps that facilitate student monitoring, family engagement, or social-emotional learning.

Where do we go from here? Implications of this analysis for the path toward recovery

The 2020–2021 academic year challenged schools and districts with enormous unpredictability. Students, educators, families, and district leadership faced unprecedented educational disruption alongside the multiple traumas of COVID-19. In K-12 education, student experience varied widely across and within districts, likely widening racial and socioeconomic opportunity gaps.

As the commonwealth turns toward recovery, a renewed focus on educational equity is imperative. The 2020–2021 MOUs did not model this focus. In preserving *operational* normalcy during a time of upheaval, they did not enhance tools to address students' rapidly changing needs. If operational normalcy was insufficient to preserve equity during the pandemic, there is little reason to believe it will be sufficient to address the pandemic's inequities. Instead, this period requires a *reimagining* of normal operations, including the CBAs on which MOUs were based.

The coming years offer the possibility—and the need—to create the flexibility to respond to students' wide-ranging needs through high-potential recovery strategies. This explicit focus on equity and recovery would start by determining what students need to

thrive, and then ensuring that CBAs do not inhibit districts' and educators' efforts to meet those needs. In the recovery period, a needs-based approach to collective bargaining would prioritize flexibility in scheduling and staffing, professional development, and continued responsiveness to students' social-emotional and academic needs as the public health situations evolves. Achieving truly effective recovery strategies will require coordinated efforts beyond the negotiation seen in MOUs. Strategies like acceleration academies, summer school, extended learning time, and high-impact tutoring will involve new instructional models for many districts—and it will be crucial to update districts' professional development and evaluation to meet these needs. Educators need training in how to use technology to meet equity goals and in building restorative justice into their practice. All of this must also be done with a more robust commitment to family engagement.

With an influx of federal funding such as the over \$2.8 billion provided through three rounds of Elementary and Secondary School Emergency Relief funding and the \$3.4 billion in Local Fiscal Recovery funding, districts will have a significant opportunity to implement targeted strategies to address learning loss and build a more equitable educational experience for students. Using this funding effectively will require thoughtful decision-making and community consultation on the part of local officials. Crucially, it will also require changes to educational practices not yet codified in existing CBAs and MOUs. As we look toward recovery, we will need collective bargaining agreements that are student-centered, flexible, and forward-looking. We will not meet this moment by holding to the limitations of the past.

If operational normalcy was insufficient to preserve equity during the pandemic, there is little reason to believe it will be sufficient to address the pandemic's inequities. Normalcy will not suffice, and neither will the pandemic-era MOUs—but they might be able to tell us what needs to change.

APPENDIX I

Full findings by MOU topic area

Duration of agreement

Duration of Agreement refers to the time limit on or conditions under which the MOU remains in effect. For the majority of districts analyzed, MOUs sunset at the conclusion of the 2020–2021 school year. MOUs for Boston, Springfield, and Newton additionally stated that the resumption of fully in-person schooling would render the MOUs obsolete. MOUs for Shrewsbury and Newton included language stating that a new agreement would or could replace the one specific to 2020–2021. Lowell was the only district whose MOU detailed varying expiration dates for different items in the MOU; these dates ranged from August 2020 to June 2021.

School calendar

DESE concluded an agreement with the statewide Massachusetts Teachers Association, American Federation of Teachers, Massachusetts, and Boston Teachers Union that the required number of school days (student learning days) to be reduced from 180 to 170 for the 2020–2021 school year. Ten of the 13 districts specifically referenced this change in the length of the school year in their MOUs. As outlined by DESE, these 10 days were reserved to front-load professional development, planning, and preparation time at the beginning of the school year in anticipation of new teaching modalities put into place due to the COVID-19 pandemic. Boston’s and Shrewsbury’s MOUs referenced the maintenance of teachers’ 183-day “work year” as required by their CBAs. Some districts amended their general school calendar, with Fall River eliminating four CBA-specified partial release days and Northampton adjusting its opening time, Wednesday workdays, and some half days. Framingham amended the high school calendar by delaying daily start times for a fall pilot period.

Criteria triggering modality change

The criteria triggering a learning modality change refer to the public health benchmarks or standards that must be met in order to prompt a transition from one learning modality to another (e.g., moving from a fully remote model to a hybrid one or vice versa). Ten of the 13 districts included this information in their MOUs. Generally, MOUs either described COVID-19 positivity rate thresholds at the municipal level that, if exceeded, would trigger a modality shift to all-remote or stated that they would follow the DESE’s color-coded guidelines for reopening/switching between modalities. The districts that named specific positivity rate thresholds for switching to all-remote included Boston (4%) and Agawam (3%). Shrewsbury, Taunton, and Northampton referenced the DESE’s color-coded model and gave various thresholds triggering modality changes; Shrewsbury would remain hybrid as long as cases were in the green zone, Agawam would pivot models if it was in the red zone for 2 consecutive weeks, and Northampton’s Joint Labor Management Committee would meet if the town was in the yellow zone but pause in-person schooling immediately if it was in the red zone. While the final decision makers on learning modality changes varied from the superintendent (Lowell, Newton, Fall River, and Agawam) to the school committee (Northampton) to Public Health Departments or other city or state authorities (Boston), nearly all of the MOUs referenced collaboration with or input from public health data or officials and/or DESE in making these decisions. The only district to identify criteria that would trigger the resumption of fully in-person schooling was Taunton, stating that the district would make the shift if the number of COVID-19 cases in the city remained below four for 2 weeks. Shrewsbury was the only MOU to specify that the school committee and the union would negotiate all changes from one model to another.

Staffing

Staffing provisions. Changes to staffing provisions refer to amendments to hiring or firing protocols and/or new staff positions created by the MOUs. Six of the 13 districts included such changes. Lowell’s MOU dictated that no teachers or paraprofessionals would be laid off at the start of the 2020–2021 school year. Lawrence required that the district provide at least a 14-day notice prior to any layoff for the term of the MOU. Lawrence and Northampton included requirements that the district not contract out any bargaining unit work except under limited circumstances. Two districts, Hamilton-Wenham and Framingham, laid out requirements

for substitute hiring. Union members laid off as a result of the 2020–2021 budget and paraprofessionals, respectively, were given precedence for these positions. Northampton’s MOU stated that the district “shall make every effort to keep current employees employed at their regular number of hours” and stipulated that the district utilize union members to provide all remote learning services, unless a student’s individualized education plan team determined otherwise. Two new stipend positions, a teacher technical support liaison and a transportation proctor, were created at each school in Taunton as outlined in its MOU.

Teaching assignments refers to the teaching modality and/or school/grade assignment an educator was given. All 13 MOUs discussed the topic of educators’ assignment to teaching modalities for the 2020–2021 school year. Boston and Fall River explicitly stated that teachers would be assigned to teaching positions/modalities. In Springfield, all teaching was to be done remotely but from teachers’ classrooms. Lowell stated that all in-person teaching positions were to be filled on a voluntary, opt-in basis. In Fall River, hybrid and remote teachers were considered separate assignments; in Lowell, the default modality was remote, and teachers would either be in person or remote, but not both. Shrewsbury’s MOU stipulated a posting and selection process for teaching remote students. Lawrence, Newton, Hamilton-Wenham, and Northampton stipulated that educators may be required to provide in-person services to students, particularly to those who are high risk, high needs, or special education. Districts generally encouraged but did not require teachers who were teaching remotely to do so from their classrooms or school buildings. Regardless of the teaching assignment process, across MOUs, priority for remote teaching slots tended to be given to individuals meeting the following criteria in decreasing order of precedence: being at high risk for severe illness from COVID-19 themselves, sharing a household with someone who is at high risk, or having dependent care issues that would make it difficult for them to teach in person. Across MOUs, it was stated that new assignments/transfers were applicable only until a return to fully in-person schooling or for the duration of the 2020–2021 school year.

MOUs also largely maintained the practice of tying teachers to existing buildings and classrooms, which meant that teachers could not be shifted to different buildings in response to varying student needs. This pattern reflected the general preference for maintaining status quo practice over significant operational changes.

Salary/benefits

Compensation refers to teachers’ base salary and any additional stipends or honoraria they receive for additional duties. Seven of the 13 districts mentioned educators’ compensation in their MOUs, but none of these referred to teachers’ base salary. In the case of Boston, the only adjustment to CBA pay was to stipends for canceled sports/activities. Newton, Hamilton-Wenham, and Taunton made similar modifications by prorating or canceling these stipends. The remaining districts that mentioned compensation offered educators stipends for a variety of circumstances. In Lawrence, a second MOU in addition to the reopening one stipulated that, because the reopening plan reduces some educators’ hours to below extended learning time thresholds, all union members would receive a \$2,000 stipend in place of the budgeted extended learning time stipends from the CBA. In Newton, staff transferred to a new grade level or school building in the hybrid model were to receive a one-time \$4,000 stipend; those assigned to teach a mixed grade-level cohort were to receive a one-time \$7,000 stipend. In Fall River, educators were given the option of volunteering to (a) absorb students from overfilled remote classes into their hybrid ones for an honorarium of \$100/month or (b) teach an additional section of remote students during their allotted preparation period at a negotiated hourly rate. The district also agreed to compensate teachers at \$5 per student per day for any students exceeding the limit of CBA class sizes. Taunton’s MOU specified that for this school year only, coverage pay would be paid on Wednesdays for any class period or portion thereof equal to or greater than 20 minutes. In Hamilton-Wenham, the union and district agreed to a per diem rate compensation for any educators required to provide in-person services while the town was in a state-identified “red zone.” Similarly, Northampton agreed to pay educators assigned to work with students in person a stipend of \$500 per quarter, prorated for days worked, while the district was under a remote model.

Absence/leave refers to any stipulations around teachers’ benefits regarding absences or taking leave. All but two districts mentioned provisions around absence/leave benefits in their MOUs. Eight of those 11 mentioned the Families First Coronavirus Response Act, which guarantees 10 days of paid administrative leave for individuals who test positive for COVID-19 or who must quarantine due to exposure at work, and stated that employees who are eligible under the law may utilize these rights. Lowell’s and

Agawam's MOUs also provided allowances for employees to take leave if they have childcare conflicts, with Agawam specifying that educators may use accumulated sick leave up to \$100 per day in this circumstance. Agawam, Newton, Lowell, and Framingham stated that employees may be entitled to a voluntary leave of absence for the entirety of the school year should they so choose. Newton's MOU was unique in that it granted all in-person teaching staff an additional 5 sick days (not accruable and not eligible for carryover) for the 2020–2021 school year.

Workload

Class size. Eight of the 13 MOUs mentioned class size, or the number of students in an educator's class. Generally, class size requirements stipulated that the number of students per class should not exceed current contractual levels/teaching loads (Fall River, Shrewsbury, Hamilton-Wenham, and Taunton) and that in-person class sizes and room arrangements must allow for 6 feet of social distancing between students and teachers (Boston, Lawrence, Shrewsbury, Hamilton-Wenham, Framingham, Agawam, and Taunton). Agawam's MOU specified that all classes with the exception of physical education must not exceed 20 students. Boston's MOU was unique in that it did not stipulate specific class sizes or limits but instead referred to proposed plans/schedules that would provide flexibilities to the CBA, "including how students are assigned/grouped." These plans, submitted by school leaders, would be reviewed by the school superintendent and approved by the Reopening Task Force Plan Review Subcommittee. The MOU also specified that in order to prioritize the review and execution of these flexible work plans across Boston Public Schools, the union and district agreed to temporarily suspend all grievances related to class sizes and the ratio of inclusion students until all plans had been fully executed or rejected, or November 1, 2020, whichever occurred first.

Workday typically refers to the number of hours a teacher is required to work per school day. Eleven districts made mention of teachers' workday in their MOUs, with just four making amendments to CBA stipulations; the remaining districts stipulated that teachers' workday would remain unchanged from the CBA. Lawrence and Northampton stated that teachers' workday/schedule would follow each district's reopening plan, both of which include detailed sample schedules for remote and hybrid learning days at the primary and secondary levels. These generally appeared to attempt to mirror a regular school day but with instances of reduced instructional time to allow for things like cleaning breaks, early dismissal to avoid in-school lunch, and keeping cohorts separate. Framingham's MOU modified the high school schedule for a pilot period through the end of October 2020 (and the in-person return of high-needs students) to allow for a later start time, shifting the 7-hour teacher workday to begin at 8:50 a.m. and end at 3:50 p.m. In Agawam, elementary and middle school teachers were required to arrive 10 minutes earlier on all school days except Wednesdays to facilitate student arrival.

Instructional requirements refer to any stipulations around how teachers deliver instruction to students, including teaching modality, timing requirements, and student activities. Instructional requirements were included in all but two of the 13 MOUs analyzed. Generally, the instructional expectations that were described stated that teachers were responsible for providing students with a combination of synchronous and asynchronous teaching that aligned with standards, though, beyond that, stipulations varied widely. It is worth noting that the DESE released several documents outlining rules and guidelines surrounding synchronous/asynchronous learning and learning time requirements, which likely influenced what was included in this section of the MOUs analyzed. Lawrence and Hamilton-Wenham's MOUs made no mention of special instructional requirements for teachers in the 2020–2021 school year; on the other end of the spectrum, Springfield's MOU included numerous paragraphs describing instructional expectations for teachers organized by teaching modality. These included expectations for providing students with daily check-ins; an expected daily routine and schedule for remote learning; whole group, small group, and 1:1 learning activities; mini lessons in each content area; a specific number of classes per subject per week by grade level; various lesson, project, and assignment types on virtual platforms; and a specific number of graded assignments per week per grade level, among others. Most districts' MOUs fell somewhere between these poles, describing various combinations of synchronous and asynchronous teaching and learning opportunities, generally with the requirement of maintaining CBA-outlined teaching hours and not exceeding them. Framingham's MOU provided links to the district's Remote Teaching and Learning Expectations and the Hybrid Teaching and Learning Expectations previously agreed to by both the district and the union, stating that methods of instruction and assessment would be aligned therewith.

Office hours/extra support refers to any supplemental help teachers provide to students beyond traditional instructional time. Fewer than half of the MOUs analyzed included mentions of teachers providing office hours or extra support to students in the 2020–2021 school year. Boston’s MOU did not include these provisions but specifically prohibited private tutoring for the school year. Of the MOUs that mentioned extra support opportunities, many did so in the form of required office hours for teachers, including Springfield, Newton (high school only), New Bedford, and Northampton. Agawam did not stipulate extra help sessions but stated that “additional support may be given on Wednesdays or at the teacher’s discretion.” The most extensive extra support requirements were included in Shrewsbury’s MOU, which stipulated that teachers must ensure that students have equitable access to opportunities for additional support, regardless of learning modality and cohort. At the high school level, Shrewsbury teachers were required to be available for live, synchronous extra help sessions after school hours for remote students at least three times per week for at least 30 minutes at the conclusion of the school day.

Curriculum is the common resource teachers in a district use that guides what students learn and when. Four of the 13 MOUs analyzed made mention of curriculum. Lowell was the only district to specify substantial changes to curriculum; its MOU stated that the district would purchase curriculum through the Florida Virtual School for all grade levels K-12 for the 2020–2021 school year. Agawam’s and Taunton’s MOUs made less comprehensive references to the use of additional curricular platforms, stating that teachers would use or have access to virtual learning platforms and/or online curriculum tools to support their teaching.

Many districts worked with “virtual partners” to provide curriculum to students in remote settings, operating under a partnership model facilitated by DESE. In our sample, Taunton named Edgenuity and Florida Virtual as resources for teachers “to provide review and reinforcement for students that are working from home during the hybrid model.” Fall River’s discussion of curriculum was more centered on educators covering equivalent curriculum across hybrid instruction cohorts and adjustments to the curriculum maps as a result of the shortened school year. The MOU stated that the curriculum would be “modified... since students are not physically in the classroom every day” but that students across cohorts will have access to “aligned curriculum and instruction.”

Special education/high-needs students are students who fall under the designations of special education or English language learners, or who have been deemed high risk for another reason, e.g., homelessness. All but one district, Agawam, made reference to special education and/or high-needs students in their MOUs. Agawam also specified that there would be no “Response to Intervention;” a tiered approach to supporting students in a certain skill or competence that is not reserved for students with special needs but can often lead to identification of the need for extra support or services.

The most common reference to special education or high-needs students across MOUs was the acknowledgment of these students’ unique needs and their prioritization for in-person seats. This, in turn, meant that special education teachers and related service providers were also the first to return to in-person teaching. In Boston, the High In-Person Priority Group was comprised of special education students, English language learners, students experiencing homelessness, students in the care of the state, and any students identified as needing additional in-person schooling. MOUs across districts also emphasized adhering to students’ individualized education plans to the greatest extent possible and meeting students’ needs regardless of teaching and learning modality.

Noninstructional duties

Teacher preparation/collaboration time refers to time set aside for educators to plan their lessons and collaborate with other teachers, often who share their subject or grade levels. All 13 districts referenced teacher preparation/collaboration time in their MOUs. The instances in which this topic was referenced generally fell into two categories: guarantees to teachers about getting common planning/collaboration time throughout the start-of-school professional development period, and assurances for this time at regular intervals throughout the school year, usually weekly. Boston, Lowell, Lawrence, Newton, and Fall River made specific references to educators getting this time as part of start-of-year professional development. Boston and New Bedford alluded to or provided sample schedules allowing for teacher preparation and collaboration time throughout the school year but did not lay out specific time guarantees. The remaining districts that were more prescriptive about this time for teachers, including Springfield, Newton, Fall River, Shrewsbury, Hamilton-Wenham, Framingham, Agawam, Taunton, and Northampton, varied in the level of detail

they provided but tended to uphold the previous preparation/collaboration time stipulations guaranteed by their CBAs with some slight adjustments to allow for scheduling flexibility due to the unique school year. Several districts such as Fall River, Shrewsbury, Hamilton-Wenham, Agawam, and Northampton continued to allot a portion of every Wednesday to this time for teachers.

Professional development is generally district- or school-organized continuing education for teachers to expand or reinforce their instructional or other skills. Every district with the exception of Hamilton-Wenham made reference to professional development in its MOU. For the most part, this was with regard to the 10 front-loaded days of professional development per the adjusted school calendar by DESE. MOUs generally described that this time would be used to plan for remote and hybrid learning, train educators in safety protocols and procedures, review guidelines and expectations, and engage in common planning/preparation time. In addition to the start-of-year professional development, several districts, including Shrewsbury and Taunton, reserved weekly or biweekly time on Wednesdays (a half day for students) for collaboration, preparation, and professional development. MOUs also generally made reference to holding professional development sessions in person to the greatest extent possible, with some allowances made for virtual attendance by educators. Finally, as referenced in the Technology section below, several MOUs required that educators be provided training/professional development in the digital learning platforms required by their districts.

Family engagement refers to a district's or school's interaction and communication with students' families, as well as caregivers' or families' involvement in school. While nearly all of the MOUs analyzed mentioned parent or family engagement in some form, in most cases, it was simply to specify that events such as back-to-school nights or parent-teacher conferences would be held virtually in 2020-2021. Some districts, however, including Springfield, New Bedford, Hamilton-Wenham, Agawam, and Northampton, included further stipulations for parent engagement. Springfield's MOU required all educators to engage with students and families through a virtual student orientation prior to the beginning of the school year to review expectations for 2020-2021. It also required educators to maintain "effective and ongoing communication with families regarding their child's progress" and keep regular logs of those communications, as well as notify administrators if a student had been absent from virtual classes or activities. Northampton included the next-most comprehensive guidelines for family engagement, requiring educators to contact caregivers and students to "assess needs, offer guidance, set expectations, and plan schedules and curriculum" at the start of the school year. New Bedford's MOU stated that employees would offer scheduled virtual office hours of student/family communication, and Hamilton-Wenham's asked teachers to reach out to caregivers for a 1:1 check-in prior to the end of the first trimester.

Evaluation

Evaluation is the process by which teachers are assessed for performance, generally through several classroom observations over the course of a school year. Eleven of the 13 districts referenced educator evaluation in their MOUs; Boston and Lowell made no mention of the topic. Generally, amendments to evaluation stipulations allowed for greater flexibility in terms of scheduling, reduced the stringency of the evaluation process, and prevented educators from being downgraded due to challenges stemming from the teaching modality. Springfield, Lawrence, Fall River, Framingham, and Northampton maintained the evaluation systems described in their CBAs but in some form acknowledged that the unique circumstances of the school year would be taken into account in evaluations. Some districts made stipulations about observers announcing their presence upon entering a classroom (in-person or remote), including New Bedford, Framingham, and Taunton. District MOUs that alluded to a change in evaluation system but did not specify details included Hamilton-Wenham, Shrewsbury (in which parties stated they agreed to negotiate the issue separately), and Agawam (which stated that the evaluation system would be determined by the Evaluation Committee or otherwise revert to the CBA). The most significant alteration to evaluation stipulations was made by the Taunton MOU, which stated that "no teacher will be rated as needs improvement or unsatisfactory if their overall rating was proficient or exemplary during the last evaluation cycle."

Technology use

Technology in this analysis refers to any mention of the term or requirements thereof for the school year. Every MOU in our sample, with the exception of Newton, mentioned technology. References to technology generally fell into two categories: the

technology teachers would be required to utilize in the 2020–2021 school year and guarantees by the district to provide teachers with the physical technology required to teach remotely. The technology teachers would be required to use included platforms such as Seesaw (Boston); Schoology and Unified Classroom (Springfield); Google Classroom/Suite (Boston, Fall River, Hamilton-Wenham, Taunton); and Pearson Connexus and Edgenuity (Fall River). As far as physical technology, Boston, Springfield, Lowell, Lawrence, New Bedford, Shrewsbury, Agawam, and Northampton included language on district-provided items for educators, such as computers, video cameras, and mobile hotspots to facilitate remote or hybrid teaching. Agawam, Taunton, and Northampton included stipulations that teachers would receive training on the approved learning platforms during regular work hours. Framingham’s references to technology were unique in that they focused on other parameters, including the necessity of screen breaks for both educators and students, teachers’ rights around live-streaming their lessons, and reference to agreed-upon remote teaching and learning expectations.

Health and safety

Every MOU analyzed included information pertaining to new health and safety protocols and measures that would be put into place in response to the COVID-19 pandemic. While the MOUs varied widely in the amount of text dedicated to this topic, nearly every district’s MOU included requirements regarding social distancing, masking, personal protective equipment (PPE), ventilation/filtration, and hygiene/cleaning protocols. New Bedford had the least stringent health and safety requirements outlined, referring only to the district’s obligation to maintain a sufficient supply of PPE and to teachers’ obligation to follow masking rules. Other MOUs detailed more comprehensive requirements; Fall River described the establishment of medical waiting areas to be monitored by certified nursing assistants within schools with numerous supply requirements, and Boston detailed building walk-throughs by the Boston Teachers Union Facilities Subcommittee to confirm compliance with DESE and Occupational Safety and Health Administration guidance. Shrewsbury’s MOU relaxed its teacher dress code to allow for clothing that could be laundered regularly and at hot temperatures. Taunton and Northampton included provisions that school buildings would be closed to the public and no visitors would be permitted.

Miscellaneous

New committees. Ten of the 13 districts specified the formation of new committees in their MOUs. These committees were generally concerned with monitoring health and safety at schools as well as troubleshooting general challenges and concerns that may surface in the reopening process. Boston, Lawrence, Newton, New Bedford, Shrewsbury, Hamilton-Wenham, Agawam, and Northampton all established committees dedicated to monitoring health and safety issues at either the school or district level. Boston also formed a Reopening Task Force and Fall River established a Pandemic Learning Advisory Committee composed of 10 administrators and union members each to “address ongoing issues” throughout the school year.

Childcare. Five districts—Boston, Lawrence, Newton, Fall River, and Taunton—included childcare benefits for educators in their MOUs. Boston, Lawrence, and Taunton MOUs allowed teachers flexibility in attending to childcare needs while teaching. Lawrence’s MOU, for example, permitted educators to bring their school-aged children with them to school when teaching remotely from their classroom, provided that they notified their building principal in advance. In Newton, the district secured spaces for staff’s children at local childcare centers for those working in person. Fall River’s MOU provided several childcare benefits to staff throughout the 2020–2021 school year, including a return-to-school camp paid for by the district during start-of-year professional development, remote learning labs in each building site for Wednesday teacher professional development and collaboration time, and learning pods for all school-aged children of union members during fully remote learning.

Other. Springfield’s MOU included detailed norms for videoconferencing for teachers, and Fall River’s MOU included a code of conduct that all students were expected to follow while remote learning. One of Boston’s multiple MOUs included a provision stating that if the COVID-19 positivity rate exceeded 10% for 2 weeks, BTU may request impact bargaining “regarding any impacts from the positivity rate on BTU’s members’ terms and conditions of employment.”

APPENDIX II

Codebook for MOU topic table

School calendar: The length of the school year, including the number of student learning days.

Criteria triggering modality change: The public health benchmarks or standards that must be met in order to prompt a transition from one learning modality to another.

Staffing provisions: Hiring or firing protocols and/or the creation of new positions.

Teaching assignment: The teaching modality and/or school/grade assignment an educator was given.

Compensation: Teachers' base salary and any additional stipends or honoraria they receive for additional duties.

Absence or leave: Stipulations around teachers' benefits regarding absences or taking leave.

Class size: The number of students in an educator's class.

Workday: The number of hours a teacher is required to work per school day.

Instructional requirements: Stipulations around how teachers deliver instruction to students, including teaching modality, timing requirements, and student activities.

Office hours/extra support: Any supplemental help teachers provide to students beyond traditional instructional time.

Curriculum: The common resource teachers in a district use that guides what students learn and when.

Special education/high needs: Special education/high-needs students are those who fall under the designations of special education or English language learners, or who have been deemed high risk for another reason, e.g., homelessness.

Teacher preparation/collaboration time: Time set aside for educators to plan their lessons and collaborate with other teachers, often who share their subject or grade levels.

Professional development: Generally, district- or school-organized continuing education for teachers to expand or reinforce their instructional or other skills.

Family engagement: A district or school's interaction and communication with students' families, as well as caregivers' or families' involvement in school.

Evaluation: The process by which teachers are assessed for performance, generally through several classroom observations over the course of a school year.

Technology use: Technology in this analysis refers to any mention of the term or requirements thereof (e.g., computers, internet hot spots) for the school year.

Health and safety: Health and safety protocols/measures put into place in response to the COVID-19 pandemic.

Miscellaneous: Other topics addressed by MOUs that did not fall under the previous categories, including the formation of new committees and childcare benefits.

ENDNOTES

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5. CBAs are generally valid for 3 to 5 years in the districts we surveyed, and they cover teachers' working conditions and work rules, including topics such as working hours and workload, compensation, and benefits. They are designed to outline the parameters of teachers' duties, responsibilities, and rights under typical school conditions. These conditions, of course, shifted drastically in the face of COVID-19, which prompted some districts and unions to make amendments through MOUs, though not all unions and districts did so.
6. "Resources for Educator Evaluation Implementation in 2021-22," Educator Evaluation, Massachusetts Department of Elementary and Secondary Education, last modified June 3, 2021, www.doe.mass.edu/eeval/implementation/.
7. Emma Dorn, Bryan Hancock, Jimmy Sarakatsannis and Ellen Viruleg, *COVID-19 and Education: The Lingering Effects of Unfinished Learning* (New York: McKinsey and Company, 2021), accessed July 29, 2021, www.mckinsey.com/industries/public-and-social-sector/our-insights/covid-19-and-education-the-lingering-effects-of-unfinished-learning; Megan Kuhfeld and Beth Tarasawa, *The COVID-19 Slide: What Summer Learning Loss Can Tell Us about the Potential Impact of School Closures on Student Academic Achievement* (Portland: NWEA, 2020), accessed May 4, 2021, www.nwea.org/content/uploads/2020/05/Collaborative-Brief_Covid19-Slide-APR20.pdf; *Instructional Loss Due to COVID-19 Disruptions* (New York: Amplify, 2020), accessed May 4, 2021, amplify.com/wp-content/uploads/2020/12/mCLASS_Flyer_CovidBrief-LearningLoss_v10.pdf; Elaine Allensworth and Nate Schwartz, *School Practices to Address Student Learning Loss* (Providence: Annenberg Institute at Brown University, 2020), accessed May 4, 2021, annenberg.brown.edu/sites/default/files/EdResearch_for_Recovery_Brief_1.pdf; Kathleen Lynch and Heather Hill, *Broad-Based Academic Supports for All Students* (Providence: Annenberg Institute at Brown University, 2020), accessed May 4, 2021, annenberg.brown.edu/sites/default/files/EdResearch_for_Recovery_Brief_6.pdf
8. Allensworth and Schwartz, *School Practices to Address Student Learning Loss*.
9. Kevin Mahnken, "Using Tutors to Combat COVID Learning Loss: New Research Shows That Even Lightly Trained Volunteers Drive Academic Gains," *The 74*, September 30, 2020, www.the74million.org/using-tutors-to-combat-covid-learning-loss-new-research-shows-that-even-lightly-trained-volunteers-drive-academic-gains/.
10. Roseanna Ander, Jonathan Guryan and Jens Ludwig, *Improving Academic Outcomes for Disadvantaged Students: Scaling Up Individualized Tutorials* (Washington, DC: Brookings, 2016), accessed June 23, 2021, www.hamiltonproject.org/assets/files/improving_academic_outcomes_for_disadvantaged_students_pp.pdf.
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12. Allensworth and Schwartz, *School Practices to Address Student Learning Loss*.
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18. Memorandum of Understanding between the Massachusetts Department of Elementary and Secondary Education, the Massachusetts Teachers Association, the American Federation of Teachers, Massachusetts and the Boston Teachers Union, July 27, 2020, d279m997dpfw-gl.cloudfront.net/wp/2020/07/MOU_between_DESE.MTA_.AFT.BT_.7.27.20.pdf.

19. Specifically, the Framingham MOU prioritized members of the Framingham Teachers Association's Unit T category, which includes "all Special Education Teacher Assistants, Special Education Aides, Classroom Aides, Language Program Aides, Multi-Media and Audio Visual Aides in the Audio-Visual Department, and Library Aides." Agreement between the Framingham School Committee and the Framingham Teachers Association, 16, accessed August 16, 2021, framingham.massteacher.org/contracts/unit-t/.
20. According to the National Council on Teacher Quality (NCTQ), the average scheduled teacher workday is about 7.5 hours: Kency Nittler "July 2016: How much time do teachers get to plan and collaborate?" *District Trendline* (blog), July 26, 2016, www.nctq.org/blog/July-2016:-How-much-time-do-teachers-get-to-plan-and-collaborate#:~:text=The%20average%20scheduled%20teacher%20workday,seven%20and%20a%20half%20hours.
21. Massachusetts Department of Elementary and Secondary Education, *Remote Learning Guidance for Fall 2020*, July 24, 2020 (updated October 19, 2020), www.doe.mass.edu/covid19/return-to-school/2020-0724remote-learning-guide.docx; "Teaching & Learning During COVID-19," Coronavirus/COVID-19, Massachusetts Department of Elementary and Secondary Education, last modified September 1, 2020, www.doe.mass.edu/covid19/learn-at-home.html
22. DESE provided school districts with the opportunity to work with remote learning partners that provided virtual course content and, in some cases, instructional services. For more information see: Massachusetts Department of Elementary and Secondary Education, *Remote Learning Partner Frequently Asked Questions*, August 28, 2020, www.doe.mass.edu/covid19/remote-learning/faq.docx.

ACKNOWLEDGMENTS

This report was written by Rebecca Fuerst, education consultant, and John Griffin, Massachusetts Policy Director at Education Reform Now (ERN). This research is one component of a larger Massachusetts Business Alliance for Education (MBAE) project to create and disseminate a database of school district plans for continuity of learning during COVID-19 school disruptions. That project was supported with funds from the Barr Foundation.

This report benefited from review by and suggestions from Meagan Comb, Executive Director, Wheelock Education and Policy Center at Boston University; Kerry Donahue, Chief Strategy Officer at Boston Schools Fund; Shannon Holston, Chief of Policy and Programs at the National Council on Teacher Quality; Lisa Lazare, Massachusetts State Director, Educators for Excellence; Emily Kalejs Qazilbash, Professor of Practice of Education at Brown University; and Marty Walz, Principal at Marty Walz & Associates. This study's design and recommendations, as well as any errors of fact or interpretation, are solely the responsibility of MBAE and the authors.



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