

The Haverhill School Committee recognizing its obligation to bargain the impact of certain elements of its HPS Opening Plan, makes the following responses to concerns raised by the Haverhill Education Association:

FURTHER MEMORANDUM OF AGREEMENT RELATED TO COVID-19
BETWEEN THE HAVERHILL SCHOOL COMMITTEE AND
THE HAVERHILL EDUCATION ASSOCIATION

The Haverhill Education Association and Haverhill School Committee make the following agreements out of utmost concern for the health and safety of students, school staff, families, and our community at large.

School health and safety benchmarks will be monitored across the pandemic need-to-be met prior to any staff or students entering a building. ¶

~~The union is currently working with the MTA to determine what those specific benchmarks will be. The following list is a start but does not necessarily constitute a complete list of concerns that need to be met.~~ HPS will use the Mass DPH Covid 19 Weekly Public Health Report (WPHR) in combination with DESE guidance and the advice of our Haverhill Medical Advisory Team to continuously assess our health-state. The Weekly Public Health Report will be reviewed by the Superintendent and Medical Advisory Team and the report will be discussed at each SC meeting . Should a change in the categorization of the city's Average Daily Incidence Rate or other concerning trends occur, the JSCRT will meet to discuss. The Superintendent, in consultation with the School Committee will determine any change in learning models adopted .

~~Decisions regarding the change in learning models opening of our buildings shall be reviewed by a Joint Stakeholder Coronavirus Response Team (JSCRT) based on the following the team will consider: -: ¶~~

Community Metrics

- HPS will work in concert with Haverhill Department of Public Health and the Medical Advisory Team and in accordance with DESE guidance will by September 1, 2020 develop and share clear metrics for moving between learning models, these meterics ¶
- HPS will work with local health providers to assure that a system of testing is widely available to all staff and students, at no charge to the individual
- ~~For teachers to return and remain in person, the positive test rate in Massachusetts should be no more than 2% over a 14 day period. ¶~~
- ~~The City of Haverhill will have no increases in positive cases for 14 days before shifting from a full remote to a hybrid model. ¶~~
- ~~Test results from labs must be available within 48 hours in order for real time contact tracing and containment to occur. ¶~~
- ~~Rate of transmission (RT) should be below 1 in Massachusetts and the Essex County. ¶~~

- ~~If the District meets these community metrics and moves to any in-person model (hybrid or full) these benchmarks must be maintained, or the District will revert to full remote. ¶~~
- ~~Testing of all students and staff will be done prior to entry into any HPS building or facility to establish a baseline. Testing will take place every month after a second test is administered in 2 weeks after the baseline. ¶~~

Indoor Air Quality

- Prior to the occupation of all buildings, the HVAC system shall be inspected by an independent certified HVAC professional. The purpose of the inspection is to ensure equipment is working as designed, to increase filtration, air changes and CFM where ever possible. The inspection report will provide guidance for the use of all air exchange apparatus dampers, filters and fans. If a building lacks air exchange apparatus, as some older buildings do, the report will provide guidance regarding safe air flow and filtration in the building. A copy of the report will be provided to the Association in accordance with MGL Ch. 150E. when it is received by the District.
- A CO₂ test should result in the DPH recommended range of 800 ppm of CO₂ or less in any given space when it is normally occupied. In the event of higher CO₂, additional OA will be provided.
- :
- ~~Prior to the occupation of all buildings, the HVAC system shall be inspected by an independent certified HVAC professional. A copy of the report will be provided to the Association in accordance with MGL Ch. 150E. when it is received by the District. ¶~~
- ~~Said report shall assess the working order and provide guidance regarding All all air exchange apparatus dampers, — fans should have dampers opened 100% for the introduction of outside air (OA). This should continue if possible whether building is occupied or not. All system fans shall be set to “on” at all times people are present and shall be turned on 1 hour prior to/and after general building occupancy or until the building air is purged (ie: a total of 3 air exchanges). All building exhaust fans shall be in working order and continuously on 1 hour prior to and after general building occupancy for purging, except the bathrooms, nurses’ office and isolation rooms, which will be exhausted and supplied OA 24/7. ¶~~
- ¶
- ~~If a building If building lacks air exchange apparatus, the report will provide guidance about pro windows shall remain open and window fans shall be used to promote air exchange. Fans shall be positioned so they do not move air over occupants. Portable air purifiers will be provided (see below). ¶~~
- ~~A CO₂ test should result in the DPH recommended range of 800 ppm of CO₂ or less in any given space when it is normally it normally occupied. In the event of higher CO₂, additional OA will be provided. ¶~~
- ~~A MERV 13 filtration system or greater will be used and air leaks/gaps will be sealed around filters. ¶~~

- ~~If the system cannot accommodate a MERV 13 filter, a portable HEPA filtration air purifier (or equally effective air purification device) will be used that operates operate on 100 cfm per 250 sq ftsqft. In the event that the space is larger than 250 sq ft sqft, the space should have multiple air filters to condition the space. ¶~~
- ~~Humidity shall be maintained between 40% and 60%. ¶~~
- ~~Installation of ultraviolet light purifying systems may be installed (by a certified professional). ¶~~
- The District will adhere to the recommendations of the American Society Of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) : *Classrooms and spaces that do not meet these standards should not be used by educators or students .*

Building-based cleaning and PPE

- ~~In all bathrooms, touchless paper towel dispensers and toilet lids should be installed. ¶~~
- Schools must maintain logs that include the date, time, and scope of cleaning and disinfection in a facility or area. The logs **will be posted** ~~need — to be posted outside of the areas that have been cleaned so that the staff can monitor. ¶~~
- PPE such as gloves, masks, face shields and/or eye protection, shall be provided by the district.
- Sufficient cleaning materials and supplies for classroom use shall be provided by the district.

Public Health Guidelines

- Cloth face coverings will be worn by all staff and students, per the HPS mask policy .
- All staff and students will be required to attend training on COVID related protocols
- Students and staff are required to exercise hand hygiene (hand washing or sanitizing) upon arrival to school, before eating, before putting on and taking off masks, and before dismissal. If hand-washing is not feasible, hand sanitizer with at least 60 percent ethanol or at least 70 percent isopropyl content will be supplied by HPS and readily available in the building in common areas.
- Parents/guardians will be provided a wellness screening, and asked to perform a wellness check on each child, at home prior to sending the child to school. This tool will help parents determine the appropriateness of sending their child based on health symptoms, potential exposures to COVID 19, recent travel etc.
- Staff will complete daily wellness self attestation, and sign in at each school building for contact tracing purposes.
- Student attendance will be recorded on school transportation, for in-person learning, and for remote learning. This accurate attendance will allow for easier identification of close contacts in the event of a COVID 19 exposure
- Students who seem unwell will be assessed by the school nurse on arrival to school, or when identified.



- ~~Cloth face coverings for everyone over age 2, per the HPS mask policy.~~
- HPS will follow the guidance of DESE in the “Protocols for Responding to COVID -19 Scenarios in School, on the Bus, and in Community Settings”.
- ~~Anyone who is less than 6 feet to a symptomatic or asymptomatic COVID+ person, for 10 minutes or more will be considered a close contact and must quarantine for 14 days.~~
- ~~Close contacts without symptoms should be tested as soon as possible after they are notified of their exposure to COVID-19. The contact is required to quarantine for the full 14 days, even following a negative test result.~~
- District will maintain a close relationship with the Board of Health, following the direction of the Board of Health when school is notified of a positive student or staff member.
- Each school will have at least one school nurse onsite provide health assessment and provide supportive care to all students.
- Each school will have a medical waiting area specifically for those students exhibiting symptoms of COVID 19 per CDC/MDPH guidelines. This space will be utilized for students waiting to be picked up by parents or guardians based on nursing assessment.
- Close contacts include other students and staff who were within 6 feet of the student or staff for at least 10-15 minutes in a classroom, in other school spaces, on the bus, or at an extracurricular activity.
- In elementary and other school situations where the students are in self-contained classrooms for an extended period, all students/staff within this “cohort” are considered close contacts as they may have been within 6 feet of the person with a positive test result.
- Possible close contacts should not come back to school until they have been tested (or elected instead to self-quarantine for 14 days).
- If an individual tests positive for COVID-19, then self-isolation is for a minimum of 10 days and until at least three days have passed with no fever and improvement in other symptoms as noted. If the test is negative, the student/staff can return to school if asymptomatic and wearing a mask.

Administration Actions

- A designated COVID-19 coordinator should be appointed for each school building to collect and maintain data, alert contacts of infected individuals, monitor adherence to safety guidelines, etc.
- A Review ~~A Administrators need to review~~ of health & safety procedures is mandated ~~in person~~ for each member of the staff prior to reopening.
- A move toward each phase (or backward, as necessary) will be ~~discussed determined~~ by a district-wide Joint Labor-Management Health and Safety Committee (JLMHSC) according to public health data, available resources, and consultation with medical professionals in the area.

- Regular meetings between the Association and District will need to be ongoing.
- The JSCRT will discuss determine— when to change from one model to another. ~~The model change shall be made at the end of a marking period or with two (2) weeks' notice after an agreement to change models is reached.~~¶
- ~~Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect.~~¶

Safety-Focused Approach to a Phased-In Reopening Of Schools

The ~~H~~Averhill Public Schools School Committee ~~Haverhill Education Association~~ is proposing has approved a Reopening Plan that a learning model that will include s three components: (1) a 100% remote learning model, (2) a hybrid model, and (3) full re-entry to buildings. A move toward each phase (or backward, as necessary) will be determined by the ~~School Committee~~ JSCRT according to public health data, available resources, and consultation with the ~~JSCRT and HPS Medical Advisory Team~~ medical professionals in the Greater Boston area . The school system has adopted a hybrid learning model to begin our year, the plan calls for close monitoring of the public health state and a change in health data may impact the learning model used by the school system at any given time .

1. ~~Phase 1 - Remote Learning~~¶
 - a. ~~100% Remote Learning (Stage 1)~~¶
 - i. ~~All students and staff participate in remote learning.~~¶
 - ii. ~~School buildings closed for access.~~¶
 - b. ~~100% Distance Learning (Stage 2)~~¶
 - i. ~~All students participate in distance learning.~~¶
 - ii. ~~ii. Staff have the option to be onsite for the purpose of planning and delivering online instruction.~~¶
2. ~~Phase 2 - Hybrid Learning~~¶
 - a. ~~Hybrid Learning (Stage 3)~~¶
3. ~~Students in greatest need of additional support as identified through an agreed upon set of criteria participate onsite with in-person instruction two (2) consecutive days a week. All other students participate in distance learning. The nature of ELL students' learning is such that remote learning is a more accurate means of acquiring language. Therefore, should follow the same schedule as the other cohorts. When in physical class, plexiglass will be used as a barrier between student and staff.~~¶

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Full In Person Instruction

~~Unless arranged with the Human Resources Department due to health or other codified reasons~~
 Staff will ~~not assigned to in-person instruction have the option t o~~ staff will be onsite for the purpose of planning and delivering instruction.
 i. Routine cleaning shall occur every evening. ii. Deep cleaning shall occur on Tuesday evening and/or Wednesday and on Friday evenings .

- iii. ~~The building will be empty of staff and students on Wednesday.~~¶
- iv. ~~If the number of students reporting for in-person instruction in Stage 3 requires two cohorts of students, the second cohort will meet in-person on Thursday and Friday.~~¶
 - 1. ~~In this case, a second deep cleaning will occur on Friday evening.~~¶
 - 2. ~~The building will be empty of staff and students on Saturday and Sunday.~~¶
 - 3. ~~Every effort will be made to assure that a All students living in the same household will be in the same cohort.~~¶

b. Hybrid Learning (Stage 4)

If the number of students reporting for in-person instruction requires multiple cohorts of students, students will attend in accordance with the Hybrid learning plan adopted by the Haverhill School Committee. Every effort will be made to assure that all students living in the same household will be in the same cohort.

- v. ~~All students from Stage 3, as well as our youngest learners, additional learners in need of support participate onsite with in-person instruction two (2) days a week.~~
~~All other students participate in distance learning.~~¶ vi. ~~Staff not assigned to in-person instruction will have the option be to be onsite for the purpose of planning and delivering instruction unless otherwise approved by HR.~~¶
- vii. ~~Routine cleaning shall occur every evening.~~¶
- viii. ~~Deep cleaning shall occur on Tuesday evening and/or:~~
 - ix. ~~The building will be empty of staff and students on Wednesday.~~¶
 - x. ~~If the number of students reporting for in-person instruction in Stage 3 requires two cohorts of students, the second cohort will meet in-person on Thursday and Friday.~~¶
 - 1. ~~In this case, a second deep cleaning will occur on Friday evening.~~¶
 - 2. ~~The building will be empty of staff and students on Saturday and Sunday.~~¶
 - xi. ~~Every effort will be made to assure that a All students living in the same household will be in the same cohort.~~

b. Hybrid Learning (Stage 5)¶

- i. ~~All students participate onsite with in-person instruction two (2) days a week. See protocols above~~ Deep cleaning will occur following the two consecutive days in a time and manner that will allow the building to be empty a minimum of 24 hours prior to further use.¶
- ii. ~~Cohort 1 staff and students are onsite with in-person instruction on Monday and Tuesday.~~¶
 - a. ~~Deep cleaning will occur Tuesday evening.~~¶
 - b. ~~The building will be empty on Wednesday.~~¶

~~2. Cohort 2 staff and students are onsite with in-person instruction on Thursday and Friday.~~ ¶

~~a. Deep cleaning will occur on Friday evening.~~ ¶

~~b. The buildings will be empty of all staff and students on the weekend.~~ ¶

~~iii. Staff are onsite for the purpose of planning and delivering instruction for cohorts 1 and 2 (Mon/Tues and Thurs/Fri).~~ ¶

~~iv. All students living in the same household will be in the same cohort.~~ ¶

~~v. Phase 3 – In-Person Learning~~ ¶

~~c. 100% In-Person Learning (Stage 6)~~ ¶

~~i. All students participate onsite with in-person instruction five (5) days a week.~~ ¶

~~ii. All staff participate onsite with in-person instruction five (5) days a week.~~ ¶

~~iii. Deep cleaning will occur on Friday or Saturday evenings, with the buildings remaining empty for 24 hours after cleaning.~~ ¶

~~iv. Remote Learning (Phase 1) Expanded~~

The parties recognize that schools are critical to daily life. Collaboration between local public health officials, district education officials, and the local educators’ union, is essential when making decisions about the return to learning. The parties recognize that schools are more than simply buildings; they are the people within the buildings. ~~The Haverhill Education Association ¶ and the Haverhill School Committee agree that returning to in-person learning in September is ¶ neither safe for students, educators, nor their families and therefore beginning the school year in ¶ a remote learning model is necessary to protect the health and safety of our community. ¶~~

Starting the Work/School Year

A significant investment in improving and creating remote teaching and learning for students and parents ~~has been made~~ ~~shall be made~~. The first ten (10) days of the 2020-2021 work year shall be scheduled as paid non-instructional days for all HEA Units. All staff will ~~have the option to~~ report to work remotely on September 1, 2020, ~~the district will provide a set of online activities that must be completed during this time, including the many mandated training sessions required for staff at the beginning of each school year. Staff will return to their buildings for in person professional development and planning on September 2, 2020 with-~~ ~~S-s studentstudents~~ Students will return ~~ing to remote~~ learning on September 16, 2020. Ten (10) of the first eleven (11) days of the work year are reserved for:

- “Smart Start” to the school year, including extensive training for ~~students, families, and~~ educators on all necessary learning and accountability platforms, and a delayed start to the student school year;
- The development of clear and explicit communication plans to avoid marginalization of families where English is not the primary language, and opportunities for family feedback in all school community languages;

- ~~Educator driven~~ professional development for all Teachers, ESPs, and clerical staff, focused on adapting to distance teaching and learning; ~~1/3 of each day reserved for instructional planning time to assist in re-orienting curriculum and activities~~ **will be provided** ;
- Technology support and training for all staff; ~~distribution of blue-lite glasses to staff~~
- Distribution of devices, chargers and WiFi hotspots to students; **as needed**
- Free, universally available, **on-line** classes/workshops for parents to help them better assist their students in educational processes including best practices for tutoring and grade level content workshops; and
- The development of dedicated staff teams to follow up with at risk students and those who have been out of contact with their teachers since the closure of school buildings in March.

~~Reporting to Work Sites During Phase 1, Stages 1 and 2~~

Bargaining unit members shall **be** ~~not be directed or required to report to physical buildings in person~~ while working under **any learning model unless specifically approved by HR to work remotely or the School Committee votes to close the school buildings.** ~~either stage of the distance learning phase (Phase 1, Stage 1 and Phase 1, Stage 2.) Bargaining unit members' physical presence in school buildings will be optional.~~

~~In~~ ~~In stage 2 of the remote learning phase, bargaining unit members will be allowed optional access to their school/work sites and may work from their classroom/office during regular school hours.~~

- Bargaining unit members must ~~not enter any other classrooms or offices. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state and local public health recommendations.~~
- While on district premises, bargaining unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall **provide required documentation from their doctor to HR and said documentation will describe the accommodated safety precautions the individual will engage in lieu of a mask.** ~~be required to wear a face shield and neck drape (tucked into the shirt).~~

Bargaining Unit Member Participation

- Teachers Unit - ~~The District should acknowledge that best practices for remote learning do not necessarily resemble the best practices for in-person instruction. However structure, routine and teacher lead instruction are basic tenets of good educational pedagogy and support families in remote learning. To that extent, consistent daily schedules will be posted weekly, and synchronous lessons will be provided to all students daily. Teachers daily~~ **Teachers** shall determine the ~~means and method for providing distance learning to their student population based on~~ appropriate classroom-based

instruction based on their student population, their resources, and their knowledge of their students' ability to access the curriculum. Such means of instruction could include, but are not limited to: a combination of asynchronous, synchronous, and one-on-one student engagement strategies. Said strategies will be within will within the construct of the districts Reopening Plan be determined per educator discretion in conjunction with members of relevant planning teams at the building level. Under the current remote learning model, bargaining unit members shall be responsible for planning appropriate classroom-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students and families feedback and grades across the grading period as well as a final grade, and reporting non-participation to the site administrator for additional outreach and follow up.

- ESPs - Although the role of each ESP member is uniquely different as per the CBA ESPs, during Stages 1 and 2 of distance learning they will continue to support educators, students, and families through continuing to coordinate and support the development of curriculum, scheduling and logistics of virtual instruction at the building level, working collaboratively with educators to develop remote instruction, providing timely feedback and support to educators, facilitating virtual update meetings for grade-level and content planning teams at the building level, facilitation of content planning teams as relevant, working with general education/special education teachers to support the needs of learners who are on IEPs, and coordinating ongoing support for students and families. ESPs will continue to work with the district leadership team to assist with the development of a system for virtual attendance, student evaluation (grades) and student accountability that incorporates an equity lens and trauma-informed restorative practices.
- CLERICAL?

This district and union agree must recognize that remote instruction does not exclusively mean includes a daily mix of synchronous and asynchronous activities, "online" activity, and that the pre-instructional professional development should include planning and training on how to create "hands-on" and screen-free opportunities for students as well as blended learning opportunities much as possible. This will require synchronous, asynchronous activities, outdoor activities, independent activities, social & emotional learning activities and project-based activities. The JLMRC A Joint Labor Management Committee for remote instruction will consider will be formed to address consider ongoing issues with remote instruction throughout the phases.

Phase 1, Stages 1 & 2 K - 8-12 Remote Learning Model

HPS will be offering Remote Learning Academy (RLA) to all interested families, including students who cannot return in-person due to documented medical issues (for themselves or a family-member) and students that want to opt-in and can demonstrate the commitment and ability to effectively engage in remote learning. To support consistency and quality for those attending, the academy will require

~~committed attendance with periods during the year when students can move between in-person and remote learning. RLA students will remain assigned to their school of origin but may be assigned to a grade level remote learning classroom community that will include students from various schools across the district.~~

**Instead of “attendance” we should be tracking “participation”. This can be done by completing assignments, responding to discussion thread prompts and commenting on others’ responses, joining for live lessons as scheduled by the educator (or reflecting on a recording), etc.*

~~Should there be a school or district-wide shut down due to COVID -19 (as per the JSCRT) after transitioning from remote to any in-person model, all involved teachers and students will revert back to a RLA model as described in the Reopening Plan approved by the Haverhill School Committee model and work or learn from home remotely. The RLA daily schedule will have limited variance from the hybrid schedule. Under this plan, faculty and staff would report to their school buildings and conduct remote teaching from their classrooms or offices as long as allowed by the state health officials. ESPs would support and SEL staff would do the same.~~

1. ~~Recall to Work in Buildings:~~

~~In the event of the need to close our school buildings to staff the following protocols will be in place:~~

- ~~● All work shall be done remotely. *CLERICAL???~~ ¶
- ~~● Employees are subject to recall for in person work at any time, provided they are given a minimum of two work day notice. Employees shall be provided a minimum of a two work day notice before being recalled. If an employee subject to recall self-certifies that they cannot be recalled to work and provides this to the Superintendent they will be excused from the recall and continue to remain at on administrative leave. The District shall provide the Union with a notice when employees are recalled. The District shall limit the number of people, the number of hours, and the instances of recall.~~
¶ HR¶
- ~~● The District shall limit every work area in a building to a maximum of twenty five percent (25%) of the capacity of the work area. To determine the capacity of the work area, the total square footage of the work area shall be divided by 144. Employees who are required to work in the building will be provided Personal Protection Equipment (PPE), hand sanitizer sanitizing wipes, and other relevant cleaning supplies.~~

- A minimum of six (6) feet distance shall be maintained at all times between individuals.
2. Illness:
- Aside from outlined here, all rules regarding leaves in the CBA shall apply.
 - ~~Any staff person who contracts Covid-19, as defined by a medical test, shall be placed on paid administrative leave for the duration of their illness.~~
HR
 - Any staff person who has a pre-existing condition or other illness that prevents them from physically working in the building shall **provide appropriate documentation to HR** ~~self-certify such to their immediate supervisor.~~ Accommodations shall be made **on a case-by-case basis in accordance with applicable laws and regulations and policies.**
 - The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.
3. The Department of Elementary and Secondary Education (DESE) has waived the one hundred and eighty (180) day requirement and reduced it to one hundred and seventy (170) days to allow for **school districts** ~~educators~~ to prepare for a remote start. ~~Those days shall be reserved for teachers to use, at their sole discretion, for preparation and collaboration.~~ ¶
4. Teacher/Paraprofessional/Administrator requirements:
- ~~Each Friday Monday-Friday~~ — Teachers shall post **a schedule for the following week**
 - ~~Assignments will be posted Monday- Friday at their discretion~~ for the students on the designated platform. ~~Wednesday is a remote learning day and shall include synchronous and asynchronous lessons and offer~~ ~~shall be reserved for our students or students time~~ to complete the week's assignments or meet in small groups or 1:1 (virtually) with teachers.
 - Staff shall ~~generally~~ — be available during the normal school hours of the grade level at which they are teaching **attendance, sick time and personal time usage policies continue to apply.** -
 - Teachers shall **work in teams** to provide ~~one (1) a~~ **daily combination of asynchronous or synchronous lesson to all students** ~~per week.~~ The form of the lesson (either asynchronous or synchronous shall be at the ~~staff members' sole~~ **teams** discretion.) ~~Staff may offer additional sessions~~ **s at their sole discretion.** ¶
 - ~~Teachers shall provide one synchronous class meeting per week. The content of the meeting shall be at the sole discretion of the staff person but shall be designed to build community, reinforce instruction, or other appropriate lessons as the staff member sees fit.~~ ¶
 - ~~Wednesdays shall be reserved for staff preparation. Except that one hour every other week shall be dedicated to faculty meetings at the principal's discretion. So that staff may schedule appropriately, the time of the staff meeting shall remain consistent throughout~~

- ~~the year and shall be announced on the first workday of the year. ¶~~
- Paraprofessionals shall be assigned to grade level teams or departments to reinforce instruction, provide small group enrichment, or otherwise assist in ensuring the success of online learning.

• Clerical staff working in person **shall not be required to greet or otherwise assist parents/visitors** outside of the school building. It is not the clerical staff's responsibility to screen visitors before they are allowed to enter the building.

HR: As written in their job description - Greet public, receives visitors in school office and follows the proper protocol in allowing access to the building.

5. Evaluation is legally required by DESE, the district and union will discuss changes to DESE evaluation guidance as it becomes available. Staff goals should reflect the current evolving state of education, and address the learning needs of staff and students in becoming proficient in the current environment ~~Because of the unique nature of online learning, all evaluation and evaluation cycles shall be placed on pause. Evaluations and evaluation cycles shall resume once the District returns to full in person learning.~~
 6. All **teachers** ~~staff~~ shall be provided by the District, at no cost to the employee, **a laptop a device that contains containing** sufficient hardware and software to conduct all requirements. ~~Staff who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot. The District shall determine the appropriate platforms for on-line instruction. Teachers shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, they will discuss with notify their~~ **building principal or designee supervisor** of their choice.
 7. Admin will document and communicate expectations for student/parents/school-related employees regarding recording lessons, use of recorded lessons/broadcasting of recorded lessons and privacy protections. ~~There will not be any live-streamed recorded lessons. Expectations and protections to be bargained.~~
 8. Equity: The District shall conduct a needs assessment of all students. All students who register for shall be provided a Chromebook, or other comparable device, which they can use for school assignments. ~~Students who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot.~~
 9. Parent Engagement:
 - Parent Teacher conferences shall be conducted remotely using a **modality that is comfortable and familiar to the parent** ~~device of the teachers' choosing.~~
 - Grading for both remote learning and in-person learning will follow District and School policies and rely on principles of Standards-Based Grading along with requirements for homework, class participation, and class work. Report cards will be posted to the parent portal electronically. For English Learners and students with IEPs, Progress Reports will also be issued electronically at the same time report cards are made available
 - Grading: Each grade level shall follow the same grading protocols as physical instruction and shall follow the terms of the Collective Bargaining Agreement (CBA).
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~~Phase 2, Stages 3, 4 & 5 - Sample Weekly K - 812 Hybrid Schedule (Cohorts A & B)~~

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~~Monday Tuesday Wednesday Thursday Friday~~

~~A In Person A In Person All~~

~~Remote B In Person B In Person~~

~~B Remote B Remote A Remote A Remote~~

~~Morning Morning Morning Morning Morning~~

~~Meeting Meeting Meeting Meeting Meeting~~

- ~~• A teacher cannot be expected to monitor and engage remote students working from home and students working in person. The district will provide an ESP to monitor the students who will be remote during these times.~~

~~ELA ELA ELA ELA ELA~~

~~Math Math Math Math Math~~

~~Lunch/Recess Lunch/Recess Lunch/Recess~~

~~Lunch/Recess Lunch/Recess Science/SS Science/SS~~

~~Science/SS Science/SS Science/SS Intervention~~

~~Intervention Intervention Intervention~~

~~Intervention~~

~~& Extension & Extension & Extension~~

~~& Extension & Extension~~

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~~Encore Encore Encore Encore Encore~~

- ~~What does the teacher schedule look like? This seems to imply that an educator is working in person all day to teach one period. When does a teacher have prep?~~

~~HPS We have engaged in conversations with our local not-for-profit partner agencies such as the Boys & Girls Club and the YMCA to support students during remote learning times. In order to support the Remote Learning Sites schedules must be closely adhered to. They are excited to support the efforts and have offered to move beyond child care into~~

educational supports and tutoring. However, there are again a clear and pressing set of benefits and implications. ¶

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*will all staff have free child care available?

1. Instructional Schedule

In school students at each school shall be divided into two groups of roughly equivalent numbers. (Cohort A and Cohort B).

- In order to meet the needs of students on Individualized Education Plans (IEPs) students designated as high risk , ELS , or students in need of other services, some students may be invited required- to attend in-person additional days to receive in person instruction. ~~Teachers who work with these students will not be responsible for any remote learning.~~ ¶
- On or before September 1st, the District shall conduct a ~~bidding~~ process for online teaching positions as follows:
- Following the provisions of the CBA, the District invite teachers to complete Transfer Request FOrms to be considered fo shall—post all positions for remote learning positions -
- Once the posting is complete ~~deadline has passed~~ , the District will ~~and the Union shall meet to~~ review the applicants to assure proficiency with Google Classroom and on-line learning and shall assign individuals to positions as follows.
- Staff who s ~~elf-certify that they have~~ provided the required documentation and have been approved as having a ~~pre—existing~~preexisting condition or otherwise at high risk for contracting Covid-19 shall be prioritized to be assigned to a ~~a receive first preference for all~~ remote position s in the Academy provided that they possess the for which they are appropriate ly- licen sed- sure r- required o f the position and that they wish to apply. Assignment will be based upon student enrollment and district needs. Staff member who needs to remain at home to care for a dependent child shall be second level of priority in assignment to remote learning positions, assignment will be as noted above ¶
- ~~Staff Staff member and/or who needs to remain at home to care for a dependent child or other person in the household. If the number of applications at this level exceeds the number of positions, the employee(s) with seniority shall receive the position(s).~~ ¶
- ¶
- Second preference shall go to any a ~~staff~~staff a member-member who has provided appropriate documentation of a family member in their immediate household with a preexisting condition or is otherwise at high risk for contracting Covid 19 will be considered for RLA once all individuals with preexisting

conditions and child care concerns have been placed., again following the protocol above.

- ~~Staff member and/or who needs to remain at home to care for a dependent child or other person in the household. If the number of applications at this level exceeds the number of positions, the employee(s) with seniority shall receive the position(s).~~¶
- If any positions remain after the ~~three first~~ **two** preferences, all applicants shall be considered ~~and shall be assigned according to licensure and seniority.~~ ¶
- If there are not enough applicants to fill the needed positions, the District shall assign the least senior staff person holding the appropriate licensure to work in the online academy.
- Refusal to apply for online teaching shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.

2. Staff Assignments:

- All ~~classroom~~ teachers shall **work in teaching teams**
- ~~according to a co-teaching model where one teacher is the remote learning teacher and the other is assigned as the in-person teacher. All students shall have two teachers.~~ ¶
- ~~Co-teachers~~ **Teacher teams** shall share ~~a common~~ planning time during the regular school ~~week day~~.
- Subject areas, especially at the high school level, where ~~co-~~ **team** teaching may be impossible, may be taught by a single teacher who will provide both in class and at home content. ~~Teachers who are responsible for teaching a class both in-person and remotely shall receive an additional prep period per week to compensate for the extra assignment. The remote version and in-person version of a class shall each count as a separate class.~~ ¶
- **In Person**
- The District shall limit every work area of a building to a maximum of fifty percent (50%) of the normal occupancy of the workspace. To determine the normal occupancy of a workspace, take the square footage and divide by 144.
- Employees who are required to work in the building will be provided Personal Protective Equipment determined by their assignments: A minimum of six (6) feet distance shall be maintained at all times between individuals.
- ~~To enter the building, all staff will have to submit to a temperature check with touchless scan thermometer. Those whose temperature exceeds 99.00 degrees will be sent home.~~ ¶
- ~~Students will have their temperatures checked before entering the school. Those with temperatures that exceed 99.00 will be placed in isolation. A second check will be conducted ninety minutes later. If the student's temperature exceeds 99.00 they will be sent home following the normal procedures.~~ ¶ ● **Illness:**

- - Aside from outlined here, all rules regarding leaves in the CBA shall apply. ~~Any staff person who contracts Covid-19, as defined by a medical test, shall be placed on paid administrative leave for the duration of their illness. ¶~~
HR: All leave entitlements have specific eligibility criteria that must be met in order to receive the benefits. The HR department will work with the staff member and begin the interactive process to see what accommodations or leaves can be made in accordance with the benefits and policies established either by state or federal law and/or collective bargaining agreements.
 - ~~Any staff person who has a pre-existing condition or other illness that prevents them from physically working in the building shall self-certify such to their immediate supervisor. Accommodations shall be made.~~
HR: All leave entitlements have specific eligibility criteria that must be met in order to receive the benefits. The HR department will work with the staff member and begin the interactive process to see what accommodations or leaves can be made in accordance with the benefits and policies established either by state or federal law and/or collective bargaining agreements.
 - ~~Any staff person who has been exposed to Covid-19 shall be placed on paid administrative leave for fourteen (14) days beginning with ~~the date~~with date of the exposure.~~
HR: The FFCRA entitlement has specific eligibility criteria that must be met in order to receive the benefit.
 - The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.
3. Calendar: The Department of Elementary and Secondary Education (DESE) has waived the one hundred and eighty (180) day requirement and reduced it to one hundred and seventy (170) days to allow for **preparation for the 2020 school year.** ~~for educators to prepare for a remote start. Those days shall be reserved for teachers to use, at their sole discretion, for preparation. ¶~~
4. In Person Teacher/Paraprofessional/Administrator requirements:
- Elementary: Classroom teachers shall be assigned to a classroom with a number of students to allow for six (6) feet of social distancing and not to exceed the class size requirements outlined in the CBA. **Specialists may push into classrooms, offer outdoor instruction and/or remote instruction as appropriate. All Specialists will come to the students' classrooms via cart or other device, including remote instruction. *what about phys ed.?**

Pullout cohorts ...?Guidance/CounselingTherapy

- Middle School: All students shall be assigned to a team and shall remain in their classroom with teachers traveling between classrooms. **Specialists may push into classrooms, offer outdoor instruction and/or remote instruction as appropriate.** All

Specialists will come to the students' classrooms via cart or other device, including remote instruction.

*what about phys. ed?

Pullout cohorts ...?Guidance/CounselingTherapy

- High School: To the extent possible, students will be placed on similar schedules and move together as a cohort. This may require banding of students into similar grade level or academic level cohorts.
- To minimize contacts, Paraprofessionals shall ~~not be assigned to more than one cohort of student cohorts s~~ or transferred between cohorts, or used for coverage outside their usual cohort. ¶
- ~~No teacher shall teach more than one section outside of his/her primary areas of certification. Integrated Special Education teachers (dual certified) shall not be responsible for both the duties of a general education teacher and a special education teacher.~~ ¶

- **CLERICAL?**

5. Remote Teacher/Paraprofessional/Administrator requirements:

- Teachers shall post assignments for the students on the designated platform.
- ~~Teachers shall provide one (1) asynchronous or synchronous video (live or pre-recorded) lesson per week. The form of the lesson (either asynchronous or synchronous shall be at the staff members' sole discretion.) Staff may offer additional sessions at their~~ **Teachers shall provide one (1) asynchronous or synchronous video (live or pre-recorded) lesson per week.** sole discretion. ¶
- Teachers shall provide one class meeting (office hours) per **day** ~~week~~ to provide small **groups** ~~group~~ or 1:1 support. The content of the meeting shall be **based on student need and the discretion** ~~the at the sole discretion~~ of the staff person but shall be designed to build community, reinforce instruction, or other appropriate lessons as the staff member sees fit.
- Paraprofessionals shall be assigned to grade level teams or departments to reinforce instruction, provide small group enrichment, or otherwise assist in ensuring the success of online learning.

- **CLERICAL?**

6. ~~Teacher Preparation~~ **Remote Learning Day** (Wednesdays)

- ~~All Wednesdays shall be reserved for teacher preparation and for students to complete outstanding assignments.~~ ¶

- - ~~All teacher work on these days shall be self-directed except for one hour every other week may be utilized for staff meetings at the discretion of the principal. These meetings shall start no later than the traditional end of the school day. ¶~~
 - Paraprofessionals may be assigned to work with students.
~~Except for special education teachers as outlined above, all staff shall work from home on this day. ¶~~
 - ~~Evaluation: Because of the unique nature of online learning, all evaluation and evaluation cycles for all units shall be placed on pause. Evaluations and evaluation cycles shall resume once the District returns to full in person learning.~~
7. Technology: All ~~teachers~~ ~~staff~~ shall be provided by the District, at no cost to the employee, a ~~device~~ ~~laptop~~ containing sufficient hardware and software to conduct all requirements. ~~Staff who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot.~~ The District shall determine the appropriate platforms for on-line instruction. Teachers shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, they will ~~discuss with their~~ ~~notify~~ ~~their supervisor of their choice~~ .
8. Technology Equity: ~~The District shall conduct a needs assessment of all students. All students who register for shall be provided a Chromebook, or other comparable device, which they can use for school assignments. Students who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot.~~
9. Parent Engagement:
- ~~Parent Teacher conferences shall be conducted remotely using a device of the teacher's choosing.~~
 - ~~Grading: Each grade level shall follow the same grading protocols as physical instruction and shall follow the terms of the Collective Bargaining Agreement (CBA). In person instructors shall be responsible for grading the in-person class, while remote instructors shall be responsible for grading the remote class. ¶~~
 - ~~Open house/Back to School Nights: Shall be held outside in small groups using social distancing, in accordance with cancelled for the 2020-2021 school year. ¶~~
 - ~~The District shall provide the following personal protection equipment (PPEs), safety measures and training.~~
 - ~~Masks will be available for staff and students as needed for staff and students daily if disposable and five for staff if washable.~~
 - ~~Face shields available to staff upon request for all staff.~~
 - ~~Disposable gloves~~
 - ~~Smocks to cover clothing. Daily if disposable or five if washable. ¶~~
 - ~~Plexiglass shields or three side enclosed cubicles for work that require closer contact than six feet. This includes clerical staff, counselors, therapists, and others who may work 1:1 with students.~~

- Hand sanitizer- preferably automatic hand sanitizer stations located in each classroom and throughout hallways.
 - Hand washing stations throughout the building.
 - ~~Monthly~~ testing of staff for virus and antibodies **available** ~~and~~ on demand if a person believes they have been exposed to the virus or feels ill.
 - Training for staff and students on moving throughout the building.
 - Bathrooms will be cleaned regularly, at least three times daily with a visible log outside of each bathroom and air dryers shall be disabled.
 - Administrative protocols for students who do not follow the safety protocols.
10. Daily maintenance and cleaning protocols must be established and followed as recommended by a district Environmental Health and Safety Committee using OSHA and the latest information from trusted public health officials. Cleaning checklists will be maintained and posted in each building in conspicuous places throughout the building such as bathrooms, classrooms, hallways, and other high-traffic areas for all to see. The EH&S committee will include at least one representative from each building.
 11. The District shall ~~hire more nurses to~~ meet the National Association of School Nurses recommended ratios of “a formula-based approach with minimum ratios of nurses-to-students depending on the needs of the student populations as follows: 1:750 for students in the general population, 1:225 in the student populations requiring daily professional school nursing services or interventions, 1:125 in student populations with complex health care needs, and 1:1 may be necessary for individual students who require daily and continuous professional nursing services.”
 12. Admin will document the policies for shared teaching tools (art supplies, calculators, scissors, in-room libraries etc.
 13. Leaves
 - a. ~~Family Related Covid-19 Illness: Any employee who has an immediate family member or member of the employee’s household contract Covid-19; and the employee self-certifies that the employee must take care of the family member; such employee shall be eligible to use the following leaves at the employee’s own discretion.~~
HR FFCRA options would be limited to situations wherein the employee is unable to work due to the need to care for a family member subject to quarantine. In those cases, the employee would be entitled to up to two weeks’ of partially paid leave. The FMLA does provide unpaid leave for care of an immediate family member (parent, child, or spouse) with a serious health condition
 - 1.
 2. ~~The District shall allow the employee to work from home.~~
 3. All applicable leaves under the CBA.
 4. Up to ten (10) days of the Emergency Family and Medical Leave Expansion Act (EFMLEA). Under this law, pay is capped at \$200 per day. Employees, at their sole discretion, may use any applicable paid leave provisions of the CBA (~~sick leave~~ , personal leave, vacation leave, ~~compensatory time~~) in a ~~prorated~~ **pro-rated** amount to achieve full pay status for these days.



HR; If qualified, employers shall pay their employees at 2/3 their regular hourly rate, up to \$200 per day and \$10,000 in the aggregate of the duration of the employee's leave. Employees may elect to supplement this paid leave with any accrued personal or vacation time.

5. Family Medical Leave Act: An employee may opt to take up to twelve (12) weeks of FMLA leave. ~~Employees, at their sole discretion, may use other leaves under the CBA to achieve full pay status for these days.~~ **All leave entitlements have specific eligibility criteria that must be met in order to receive the benefit.**
6. All leaves shall run consecutively and exclusive of the others.

- 7. Family Medical Leave Act: An employee may opt to take up to twelve (12) weeks of FMLA leave. Employees, at their sole discretion, may use other leaves under the CBA to achieve full pay status for these days.

HR

- 8. All leaves shall run consecutively and exclusive of the others.

b. ~~Employee's Pre-Existing Condition: Any employees who self-certify that they have a pre-existing condition or have a high risk for contracting Covid-19 may avail themselves of the following options at their discretion.~~

~~HR~~

- ~~1. The District shall allow the employee to work from home.~~

HR

- ~~2. The ten (10) days of paid sick time afforded to them under the Emergency Paid Sick Leave Act (EPSLA).~~
- ~~3. Family Medical Leave Act: An employee may opt to take up to twelve (12) weeks of FMLA leave. Employees, at their sole discretion, may use other leaves under the CBA to achieve full pay status for these days.~~

~~HR~~

- ~~4. Employees may also avail themselves of any leaves under the CBA.~~

~~5. Care for an Employee's Dependent: Any employee who self-certifies that they must care for a dependent shall be able to avail themselves of the following options at their sole discretion.~~

~~HR~~

- ~~6. The District shall allow such employees to work from home.~~
- ~~7. The ten (10) days of paid sick time afforded to them under the Emergency Paid Sick Leave Act (EPSLA).~~

~~HR~~

~~8. Family Medical Leave Act: Because of the expanded uses for FMLA under the EFMLEA, an employee may opt to take up to twelve (12) weeks of FMLA leave. Employees, at their sole discretion, may use other leaves under the CBA to achieve full pay status for these days.~~

~~HR~~

- ~~9. Employees may also avail themselves of any leaves under the CBA.~~

~~¶~~

c. ~~Pregnancy: For employees who self-certify that they are pregnant.~~

- ~~1. The District shall afford all rights afforded under the Massachusetts Pregnant Workers Fairness Act, including the accommodation of allowing employees to work from home.~~

- ~~2. Pregnant employees maintain all other rights under state and federal law and under the CBA, including the right to use of sick leave for all pregnancy (and other) related health issues, before and after giving birth. ¶~~

d. Reduction in Force: If a RIF is necessitated ~~eE- employees~~ ~~volunteers~~ ~~s may~~ ~~volunteer~~ ~~s may be solicited in accordance with the needed RIFs~~ to be Reduced in Force (“RIF’d”) for the 2020-21 school ~~year-year~~, . The following shall apply:

1. The District shall not contest any **reasonable and lawful** application for unemployment compensation that such employees make.
2. Employees shall be afforded prioritized recall rights for the 2021-22 school year, that shall replace the recall rights indicated in the CBA . Accordingly,
 - a. RIF’d employees **with professional teaching status** shall be recalled for

the

2021-22 school year **as positions in their certification area are available** . The District may have to RIF a newly hired employee for the 2021-22 to affect the recall of employees who avail themselves of this provision.

- b. The District may be exempt from recalling employees RIF’d under this provision, only if all employees hired during the 2020-21 school year in the same certification area as any employees who are RIF’d under this provision have first been RIF’d. ~~An employee who is RIF’d under this provision, and who is not recalled as per the specifications of this provision, shall retain two additional years of recall rights .~~
3. A member who is RIF’d pursuant to this MOA is eligible to remain as a member of the town’s group health insurance plan and dental plan but must pay 100% of all cost for those programs.
4. All unused leave time earned previous to this RIF leave, will remain in effect.
5. Upon return from the RIF leave, the employee will be placed on the step in the salary **on which they would have been in SY 20-21** schedule ~~where they would have been placed if no leave had occurred.~~
6. Upon return from the RIF leave, the employee’s place on the seniority list will reflect a year’s leave but will not be considered a break in service.
7. ~~Upon members’ return from a RIF leave, every effort will be made to return non-itenerant staff to the school in which they they shall be returned to the position they held prior to the leave. ¶~~
8. ~~A member who takes a RIF leave shall not suffer any professional disadvantage as a result of the RIF leave. ¶~~
9. **Unpaid Leave:** All employees may opt to take an unpaid leave for the ~~for either one semester during the 2020-21 school year; or for the entirety of the 2020-21 school year~~ . The parties agree that the following rules shall apply to all unpaid leaves.

1. Leaves will be unpaid.

2. ~~Members are Member is~~ eligible to remain as a member of the town's group health insurance plan and dental plan but must pay 100% of all ~~costs -cost~~ for those programs.
 3. ~~Members are Member is~~ eligible to retain their life insurance policy benefits but must pay 100% of all costs for that program.
 4. There will be no accrual of sick leave during the 20-21 school year leave.
 5. All unused leave time earned previous to this leave, will remain in effect.
HR: Personal Days will not carry over to the new school year.
 6. Upon return from leave, the employee will be placed on the step in the salary schedule where they would have been placed in **SY 20-21** ~~if no leave had occurred.~~
 7. Upon return from leave, the employees place on the seniority list will reflect a year's leave but will not be considered a break in service.
 8. Upon a member's return they shall be returned to the position **for which they are certified** ~~they held prior to the leave.~~
 9. ~~A member who takes an unpaid leave shall not suffer any professional disadvantage as a result of the leave .~~
- e. ~~Should the District transition to a full remote model, the employees on any of the leaves listed above may, at their sole discretion, return to work in the remote model. Should the District transition members of the bargaining unit to paid administrative leave, all members on leave shall be transferred to paid administrative leave and their use of leaves outlined above shall be tolled. This provision shall not apply to employees on unpaid leaves of absence. ¶~~
- f. —
- g. ~~The District shall waive the 1250 hour requirement to be eligible for the Family Medical Leave Act so that all employees shall be eligible.~~
14. . Unless modified as above, all the terms of the Collective Bargaining Agreement (CBA) between the parties shall remain in full force and effect.
 15. The parties recognize that not all issues can be covered in this MOA, so the parties commit to forming an joint labor-management implementation ~~bargaining~~ committee and will meet on as needed basis with a regular standing meeting scheduled every two weeks.

The terms of this agreement shall remain in effect until such time as the state of emergency declared by Governor Baker on March 10, 2020 is ended, or as the parties may otherwise agree.

Anthony Parolisi, President
Haverhill Education Association

Attorney Richard Rosa, Vice Chairperson
Haverhill School Committee