

FURTHER MEMORANDUM OF AGREEMENT RELATED TO COVID-19  
 BETWEEN THE HAVERHILL SCHOOL COMMITTEE AND THE HAVERHILL EDUCATION ASSOCIATION  
 9/30/20

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.

**1. Community Metrics and the Pandemic Response Protocols**

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 rushing to return to in-person learning without regard to building conditions or considering changes in how the coronavirus is impacting the community is neither safe for students, educators, nor their families and therefore are committed to a safe, phased-in transition between learning models.

School health and safety benchmarks will be monitored across the pandemic.

Decisions regarding the change in learning models shall be reviewed by a Joint Stakeholder Coronavirus Response Team (JSCRT). The JSCRT shall include up to 12 members, including representatives from the Association, the District and parents.

- 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, Union, 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 occur, the JSCRT will meet to discuss. The Superintendent, in consultation with the School Committee will determine any change in learning models adopted. Should the district shift to a fully remote model the JSCRT shall meet within 3 business days to discuss implications for staff. Staff will provide instruction remotely to students learning remotely until determined by the School Committee, taking into account the community health circumstances. In the event of the need to close our school buildings to staff the following protocols for recall to the building will be in place:
  - Employees are subject to recall for in person work at any time, provided they are given a minimum of two work day notice before being recalled. The District shall provide the Union with a notice when employees are recalled.
- 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.

- HPS will work with local health providers to assure that a system of testing is widely available to all staff and students who are in close contact with the virus or are symptomatic, at no charge to the individual after any available insurance is billed.

## 2. 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.
- 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 will not be used by educators or students.*

## 3. Building-based cleaning and PPE

- The District shall provide personal protection equipment (PPEs), safety measures and training specific to each employee's role and duty. A list of these roles and the PPE will be attached at the end of this agreement as Appendix A.
- Sufficient cleaning materials and supplies for classroom use shall be provided by the district.
- 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.
- 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.
- 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.
- The District shall 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.”

- Admin will document the policies for shared teaching tools (art supplies, calculators, scissors, in-room libraries, etc.).
- Routine cleaning shall occur every evening.
- Deep cleaning shall occur on Tuesday afternoon/evening and Wednesday and on Friday after school/evenings and/or Saturday.

#### 4. **Public Health Guidelines**

- Bargaining unit members must be responsible for following state and local public health recommendations.
- While on district premises, bargaining unit members shall maintain six feet physical distance whenever possible between themselves and other individuals.
- Masks will be worn by all staff and students, per the HPS mask policy. 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.
- 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 for contact tracing purposes on school transportation and during in-person learning. This accurate attendance will allow for easier identification of close contacts in the event of a COVID 19 exposure.
- Students who are exhibiting COVID-19 related symptoms will be assessed by the school nurse on arrival to school, or when identified.
- 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” (all staff will receive this document).
- Each school will have at least one dedicated, full time school nurse onsite provide health assessment and provide supportive care to all students except Crowell which will be staffed by the nurse director.
- 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. This space will not be staffed by bargaining unit members.

- Any staff member who may have had a close contact with other staff or students shall be notified of the potential close contact in order that they can perform a self-assessment to determine if they have had a close contact as defined under the “Illness/Leave Protocol” section.

#### 5. **Administration Actions**

- A designated COVID-19 coordinator should be appointed for each school building and work in concert with the District to collect and maintain data, alert contacts of infected individuals, monitor adherence to safety guidelines, etc.
- A Review of health & safety procedures is mandated for each member of the staff prior to reopening.

#### 6. **Safety-Focused Approach to a Phased-In Reopening of Schools**

The Haverhill Public Schools School Committee has approved a Reopening Plan that includes three components: (1) a remote learning academy, (2) a hybrid model, and (3) full re-entry to buildings. 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.

#### 7. **Preparing for a Return to Learning**

A significant investment in improving and creating remote teaching and learning for students and parents has been made and shall continue as needs are identified. The first ten (10) days of the 2020-2021 work year shall be scheduled as paid non-instructional days for all HEA Units. Select populations of students will return to learning on September 16, 2020, with the remaining cohorts of hybrid students phasing in over the next several weeks:

- Kindergarten screenings will be held on 9/16, 9/17 and /918
- Green Leaf Academy and TEACH will begin in-person instruction on 9/16 provided buildings meet ASHRAE standards
- 9/16,9/17 and 9/18 will consist of remote learning for all other students and staff
- Beginning 9/21 students will return to in-person learning with half of each cohort attending in-person instruction one day per week for each of two weeks
- Beginning 10/5 the hybrid model will be fully implemented.

Ten (10) of the first days of the work year are reserved for:

- “Smart Start” to the school year, including extensive training for 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;

Professional development for all Teachers, ESPs, and clerical staff, focused on adapting to distance teaching and learning; instructional planning time to assist in re-orienting curriculum and activities will be provided including common planning/meeting time for educators in departments located in different buildings.

- Technology support and training for all staff;
- Distribution of devices, chargers and WiFi hotspots to students; as needed
- Free, universally available, on-line and in-person (when safe to do so) 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.

#### Additional Flexibility for Educator Licensure and Staffing for the 2020-21 School Year

In order to support educators and school districts as they work to staff learning environments for the 2020-21 academic year, DESE has made the following policy updates:

- **Increase in the time allowed to be teaching "out of field."** Under an emergency regulation, licensed educators can teach up to 50 percent of their time outside of their license area (up from 20 percent), except in a role requiring a Special Education, School Nurse, or English as a Second Language license.

As of 9/22/20, a weeks' notice will be given prior to this change and a day of preparation time to prepare for the new curriculum will be given.

Integrated Special Education teachers (dual certified) shall not be responsible for both the duties of a general education teacher and a special education teacher.

#### 8. **Parent Engagement and Communication:**

- Parent Teacher conferences shall be conducted remotely using a modality that is comfortable and familiar to both the parent and the educator.
- Open House/Meet the Faculty Nights shall be held remotely.
- Grading: Each grade level shall follow the same grading protocols that were place at the start of the 2019-20 school year and shall follow the terms of the Collective Bargaining Agreement (CBA) until a change is properly negotiated between the parties.

#### 9. **Hybrid Learning Model**

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.

School Handbook rules for acceptable standards of behavior and dress are in effect both in school and in the remote classroom.

The Haverhill School Committee Policy Subcommittee will meet with representatives of the Association to discuss a pandemic student attendance policy and make a recommendation to the School Committee for adoption district-wide.

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 including counselors, therapists, content specialists and other like positions may push into classrooms, offer outdoor instruction and/or remote instruction as appropriate.

Middle School: All students shall be assigned to a team and shall remain in their classroom with teachers traveling between classrooms. Specialists including counselors, therapists, content specialists and other like positions may push into classrooms, offer outdoor instruction and/or remote instruction as appropriate.

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.

1. Teacher/Paraprofessional requirements:

- Monday-Friday Teachers shall post a schedule for the week with assignments posted daily on the designated platform.
- Staff shall 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 a combination of asynchronous or synchronous lessons to all students throughout the week. Teams will provide daily live interaction with students. The form of the lesson (either asynchronous or synchronous) shall be at the discretion of the individual educators in collaboration with their teams and in accordance with this MOA. Specialists will provide instruction for each period for both at home and in school students.
- Staff shall participate in virtual IEP team meetings and meet all other requirements of special education law and policy, including the development of and adherence to IEPs and Remote Learning Plans, progress reporting, special education evaluation and the delivery of accommodations and modifications to curriculum and instruction. Similarly, adherence to laws, regulations and expectations related to EL students shall be adhered to including ELD instruction, SEI instruction, Access testing and reviews of student progress and proficiency as well as related paperwork.
- Wednesday is a remote learning day for students and shall include synchronous morning check in and afternoon checkout, asynchronous lessons, and offer time to complete the week's assignments or meet in small groups or 1:1 (virtually or in-person as necessary) with teachers at the educator's discretion. Staff may elect to provide student tutorial or small group instruction on Wednesday provided it does not conflict with a mandatory meeting or professional development opportunity.
- On Wednesdays, aside from providing student support as above, staff will participate in common planning time, class preparation, and professional development during existing contractual PD times. Staff may be required to participate in up to 1 hour of PD per month at the High School and up to 3 hours of PD per month in the preK-8 schools, to be scheduled by school administrators, in addition to the current contractual PD times. This additional PD will

not be scheduled during a week in which either progress report or report card grades are due to be posted.

- If there are no in person responsibilities, educators shall have the option to work on-site or remotely on Wednesdays.
- All teachers and ESPs assigned to work directly with students shall be provided by the District, at no cost to the employee, a device that contains sufficient hardware and software to conduct all requirements.
- 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 building principal or direct supervisor.
- 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.

## 2. Teachers Unit:

- Teachers shall determine the appropriate classroom-based instruction based on the curriculum frameworks and district-wide curriculum maps, on their student population, their resources, and their knowledge of their students' ability to access the curriculum and need for accommodations and modifications to general curriculum. Such means of instruction include, but are not limited to: a combination of asynchronous, synchronous, and one-on-one student engagement strategies. Said strategies will be determined in accordance with this MOA and 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 and all other contractually agreed upon expectations and duties.
- Specialists including counselors, therapists, content specialists and other like positions may push into classrooms, offer outdoor instruction and/or remote instruction as appropriate. The District will work with specialists to produce a schedule designed to limit the number of contacts educators have with students.

## 3. ESPs:

- Although the role of each ESP member is uniquely different as per the CBA ESPs, 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 and all other contractually agreed upon expectations and duties.

- 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. To minimize contacts, ESPs shall be assigned to a cohort with clearly defined responsibilities. A transfer from one cohort to another will take place with at least 2 weeks' notice. ESPs will not be assigned to monitor students in sick waiting rooms.
  - ESPs 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.
  - ESPs may voluntarily be assigned as part of their routine assignment to staff a Remote Learning Support Center. This center may be on-site, at their school building to support the care of school-aged children of teachers on Wednesdays, or may occur daily at a community organization such as the YMCA, Boys and Girls Club, YWCA or other community partner. ESPs would remain employees under the supervision of HPS but would work cooperatively with the program supervisor onsite. ESPs would have access to and be responsible for supporting both general education and special education students at the program.
4. Clerical Staff: Clerical staff, by the nature of their roles have a high volume of contacts daily. They will be provided protections, barriers, and signage.
- Due to the fact that visitors will not be allowed in the buildings, clerical staff will assist with drop off or pick up of materials, notes or other family needs at the school vestibule.

#### 10. **PreK-12 Basic Expectations for Instructional Consistency\***

\*to be implemented the Monday following ratification

1. All staff will teach from the building unless under quarantine, HR approved accommodation, or school building shutdown as discussed with the JSCRT and voted on by the School Committee.
2. Except as specifically noted, Remote Learning Model expectations will be the same expectations as the Hybrid Learning Model.
3. In order to comply with 603 CMR 27.00 surrounding instructional hours, all students including those learning remotely must receive at least the minimum amount of required instruction for the 2020-2021 school year: 850 hours for elementary schools, or 5 hours per day over 170 days; and 935 hours for secondary schools, or 5.5 hours per day over 170 days.
4. In the event of a school building shutdown with instruction moving to a full remote model the basic expectations below will continue and the JSCRT will meet.
5. Breakfast in the classroom shall be 15 minutes from PreK to 8. During this time, principals will provide morning announcement, teachers will take attendance for the in-person students, offer SEL lessons, a "Do Now" activity, or other standard-based activities.
6. Teachers may determine that at-home participation was not sufficient to justify credit for attendance if the student does not attend the full class period though they may have been "present" when attendance was taken at the start of the class, provided that the lack of participation was not due to a technological or other issue (i.e. dropped wi-fi) that was out of the student's control. Classroom

teachers are responsible only for taking attendance at the start of class and making any adjustments they deem necessary to reflect participation as described above.

7. Weekly schedules will be posted on Google classroom. Daily lessons – including links, assignments, videos, and other relevant materials – will be posted prior to the start of each school day or scheduled class period, at the teacher’s discretion.
8. Based on student enrollment in remote vs. in-person learning, staff may be asked to work with their school-based administration to adjust class sizes and meet the changing needs of the student community. This may involve hybrid teachers teaching some periods in person and some remotely.

**Basic Expectations for Instructional Consistency**

This framework clarifies the components of a workshop model that can be used in any content area or grade-level and adds instructional consistency and transparency of expectations across the school district. Although the times may vary, the instructional components establish the rituals and routines for classroom instruction.

The workshop model has four basic parts: warm-up, mini-lesson, work time, and debriefing. The opening is an opportunity to share the day’s learning targets and set the stage for the day. During the mini-lesson the teacher provides direct instruction for the whole class both remote and in-person. Each lesson must include closure, such as a live wrap-up, an exit ticket, or some other formative measure of assessing student understanding or mastery of content.

Teaching teams will include a school-based live online tutorial help center. The tutorial center will assist students in the remote learning phase of the hybrid model with independent work assignments. The tutorial center will be staffed by a teacher or ESP. The individual will be online live for the prescribed period of time and will be available to assist remote students who “drop in” for help.

<p>Moody PreK M, T, Th, F</p>	<ul style="list-style-type: none"> <li>• In-person lessons will follow posted schedules.</li> <li>• All-remote students will have access to remote learning activities via google classroom (posted each Monday) and virtual live lessons on Thursdays and Fridays.</li> <li>• Therapists will support students in-person (for in-person students) at least 1x per week</li> <li>• Integrated teachers will run their in-person class from 9-12:15 each day and provide a 1:30 google meet opportunity for the opposite cohort.</li> </ul>
<p>Moody PreK Wednesday</p>	<p>Teachers and ESPs are preferred to teach from buildings. If staff teaches from home, it is the firm expectation of HPS that staff be only engaging in school related activities for the full workday. ESPs working remotely are expected to be online all day, other than lunch. Sick or Personal Time accrual may be used as needed, and must follow typical procedure of administrator notification, flex time is not available.</p> <p>Educators teaching remotely will join building meetings, PD, and common planning time via Google, unless the event is such that it cannot be completed remotely. In such case the individual will work from the school building. Such events will require a one-week notice to the educator.</p>

	<p>Educators will answer emails and phone calls related to school during the work day.</p> <p>Lunch is 30 minutes.</p> <p>Prep time is as listed in the contract.</p> <ul style="list-style-type: none"> <li>• Teachers: <ul style="list-style-type: none"> <li>○ Teachers will be running evaluations for students coming from Early Intervention and other referral sources and will be writing the evaluation reports.</li> <li>○ Teachers will participate in virtual IEP meetings.</li> </ul> </li> <li>• ESPs: <ul style="list-style-type: none"> <li>○ 1.0 FTE ESPs will be expected to work Wednesdays.</li> <li>○ .8 FTEs ESPs will not work on Wednesdays.</li> <li>○ 1.0 ESPs that report in-person will support playgroups (9:30, 11:30, and 1:30) and wipe down playgroup learning spaces in between sessions.</li> <li>○ ESPs will answer emails and phone calls related to school throughout the day.</li> </ul> </li> </ul>
<p>Elementary Schools M, T, Th, F</p>	<p>Students will receive 5 live lessons per day. All classroom teachers at the elementary school level (General ed, Special ed and EL classroom teachers) will provide four mandatory 30-minute live lessons per the HPS workshop model defined within. The homeroom teacher will provide the following lessons:</p> <ul style="list-style-type: none"> <li>• SEL Morning Meeting/Lesson 1 (e.g. ELA)</li> <li>• Lesson 2 (e.g. Math)</li> <li>• Lesson 3 (e.g. SS/Science)</li> <li>• Lesson 4 (daily wrap up - could be an ESP or other staff member)</li> </ul> <p>Additionally, students will have a live special (Art, music, PE, library and technology) daily as well as live supports from interventionists, counselors, special education and EI staff as required by student need.</p>
<p>Middle Schools and HHS M, T, TH, F</p>	<p>Each academic subject area period will include live instruction with an instructor and will include taking attendance in SchoolBrains and a streamed-hybrid mini-lesson (live or recorded) of 10-15 minutes to introduce the lesson topic, deliver instructions for the at-home activity, and answer any clarifying questions. The lesson may be delivered by the classroom teacher to both remote and in-person students or by another member of the teaching team to several classrooms. This live “mini-lesson” may start up to 10-15 minutes after the scheduled start of the class so that the teacher may transition from his/her previous class, take attendance for the in-person cohort (if necessary), and prepare the technology necessary for the lesson to take place. For example:</p> <ul style="list-style-type: none"> <li>• Warm Up (5-10 minutes) <ul style="list-style-type: none"> <li>○ Teacher posts a brief assignment that may be done independently (such as a “Do Now”. This may be a brief reading, writing, editing, or problem-solving activity to ready students for learning as the teacher prepares technology, confirms at-home participation, and takes attendance.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Mini-Lesson (10-15 minutes)             <ul style="list-style-type: none"> <li>○ Teacher outlines to work to be done and provides whole class direct and explicit instruction in one of the following ways:                 <ul style="list-style-type: none"> <li>▪ conduct a shared reading demonstrating a reading strategy</li> <li>▪ read and think aloud for a specific purpose</li> <li>▪ teach a key concept</li> <li>▪ demonstrate a writing strategy</li> <li>▪ direct students in a hands-on activity</li> </ul> </li> <li>○ Teacher defines the expectations as to how to apply the content learned in the mini lesson to the expectation of complete work.</li> </ul> </li> <li>• Work Time (30-40 minutes)             <ul style="list-style-type: none"> <li>○ Students will then break out individually, in small groups, or in large groups at the discretion of the teacher.</li> <li>○ Students can access the online tutorial center to “drop in” for support.</li> </ul> </li> <li>• Wrap up (5-10 minutes)             <ul style="list-style-type: none"> <li>○ Each lesson includes closure such as a live wrap-up, an exit ticket, or some other formative measure of assessing student understanding of content.</li> </ul> </li> </ul>
<p>K-8 Wednesday</p>	<p>Teachers and ESPs are preferred to teach from buildings. If staff teaches from home, it is the firm expectation of HPS that staff be only engaging in school related activities for the full workday. ESPs working remotely are expected to be online all day, other than lunch. Sick or Personal Time accrual may be used as needed, and must follow typical procedure of administrator notification, flex time is not available.</p> <p>All educators will join building meetings, PD, and common planning time. Those working remotely will join via Google, unless the event is such that it cannot be completed remotely. In such case the individual will work from the school building. Such events will require a one-week notice to the educator.</p> <p>Educators will answer emails and phone calls related to school during the work day.</p> <p>Lunch is 30 minutes.</p> <p>Prep time is as listed in the contract.</p> <ul style="list-style-type: none"> <li>• Classroom Teachers:             <ul style="list-style-type: none"> <li>○ Teachers will offer 2 synchronous lessons. These will be 1<sup>st</sup> period and the end of the day in accordance with the Workshop Model and HPS Instructional Consistency Guidance. Attendance will be taken in SchoolBrains and teachers will use this time to check on students’ well-being, provide an opportunity for social-emotional learning, and to develop and improve relationships within the school community.</li> <li>○ Teachers will post a schedule and lessons prior to the start of the school day.</li> </ul> </li> <li>• Interventionists, Special Ed Inclusion Teachers and Related Service Providers, EL Teachers, Counselors, Coaches, and other non-classroom-based teachers:</li> </ul>

	<ul style="list-style-type: none"> <li>○ Provide live remote and (when appropriate as determined by the teacher or the IEP) in-person instruction during the course of the school day – concentrating on hours when classroom teachers are planning and prepping.</li> <li>○ Outreach and support will be provided to students throughout the contractual work day.</li> <li>● ESPs:             <ul style="list-style-type: none"> <li>○ ESPs are expected to be doing only school-related activities during work hours.</li> <li>○ ESPs will support lessons they are assigned to and tutorials they are assigned to.</li> <li>○ ESPs must adhere to their schedule as assigned by their administrator.</li> </ul> </li> </ul>
<p>HHS Wednesday</p>	<p>Teachers and ESPs are preferred to teach from buildings. If staff teaches from home, it is the firm expectation of HPS that staff be only engaging in school related activities for the full workday. ESPs working remotely are expected to be online all day, other than lunch. Sick or Personal Time accrual may be used as needed, and must follow typical procedure of administrator notification, flex time is not available.</p> <p>Educators teaching remotely will join building meetings, PD, and common planning time via Google, unless the event is such that it cannot be completed remotely. In such case the individual will work from the school building. Such events will require a one-week notice to the educator.</p> <p>Educators will answer emails and phone calls related to school during the work day.</p> <p>Lunch is 30 minutes.</p> <p>Prep time is as listed in the contract.</p> <ul style="list-style-type: none"> <li>● Classroom Teachers:             <ul style="list-style-type: none"> <li>○ Teachers will follow the Wednesday schedule (7:25-2:05), expect on PD days or other contractual expectations.</li> <li>○ Teachers will post all links prior to the start of the school day.</li> <li>○ Teachers will perform outreach and student support during the contracted school day.</li> </ul> </li> <li>● ESPs:             <ul style="list-style-type: none"> <li>○ ESPs are expected to be doing only school-related activities during work hours.</li> <li>○ ESPs will support lessons they are assigned to and tutorials they are assigned to.</li> <li>○ ESPs must adhere to their schedule as assigned by their administrator.</li> </ul> </li> </ul>

This district and union agree that remote instruction includes a mix of synchronous and asynchronous activities, 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. This may also include outdoor activities, independent activities, social & emotional learning activities, and project-based activities.

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.

To be bargained prior to implementation-Building schedules are a mandatory subject of bargaining. The District will propose a “bell schedule” for each grade level (pre-K, K-5, 5-8, and HS). No changes to the bell schedules shall be implemented until bargained by the parties. At any time, either party may compel the other to reconvene the Interest-Based Problem-Solving bargaining over district scheduling that was interrupted when schools closed in response to the pandemic in March. Additionally, the district will also engage in IBPS negotiations regarding the “BARR” program prior to its implementation at Haverhill High School as agreed to in the side letter to the current CBA.

## 11. Illness/leave protocol

### 1. Covid-Related Illness Protocol/Quarantine

#### a. **Definitions:**

- i. **Close Contact:** being within 6 feet of a positive COVID-19 tested person for not less than 15 consecutive minutes with or without a mask while the person was infectious or having direct contact with infectious secretions of a COVID-19 case (e.g., being coughed on) while not wearing recommended personal equipment.
- ii. **Infections Period:** The infectious period begins 2 days prior to symptom onset. If someone is asymptomatic, the infectious period is considered to begin 2 days prior to the collection of their positive test.

b. **Daily Protocol:** All staff will complete a daily self-attestation as to whether or not they are experiencing any signs or symptoms of COVID-19 as established by the CDC. If a staff member demonstrates any signs or symptoms of COVID-19, the staff member will not report to work that day. If the staff member is tested for COVID-19 and the result is positive, or, if the staff member can produce other documentation from a healthcare provider which establishes that they qualify for FFCRA leave, then the staff member shall be placed on FFCRA leave.

c. **Non-Work-Related Exposure:** Any employee who contracts COVID-19 as defined by a medical test or is experiencing COVID-19 symptoms and presumed positive per the CDC guidance and is seeking a medical diagnosis, shall notify HR to be placed on FFCRA paid leave for the duration of their illness up to 10 days.

Staff with a documented non-work-related exposure who have no signs or symptoms of COVID-19 infection will have the option to teach remotely or will utilize sick time for the quarantine period.

d. **Work-Related Exposure:** Staff will be notified immediately when a student or staff person with whom they have/may have had close contact has tested positive for COVID-19. Any

staff person who has a documented work-related exposure shall be placed on paid administrative leave for fourteen (14) days beginning with the date of last exposure. Exposed staff may elect to take a COVID-19 test. While insurance may be billed, the test will be at no cost to the employee, and if the test is negative, the employee may return to work. If a staff person tests positive for COVID-19 due to a work-related exposure, he or she shall be placed on paid administrative leave for fourteen (14) days or for the duration of the COVID-19 illness, whichever is greater, beginning with the date of the last exposure.

2. Remote learning assignments: Remote Learning Academy

The District shall publish the Remote Learning Academy positions for Teachers, ESPs, and clerks as follows:

- a. Interested parties shall inform the district of their desire to transfer by September 8, 2020, via Remote Learning Academy Preference Sheet.
- b. Once the deadline has passed, the District will provide the union with a copy of all submitted preference sheets and all assignments for their review.
- c. Staff who provide appropriate medical documentation that they have a preexisting condition, including pregnancy or are otherwise at high risk of complications from Covid-19, which requires an accommodation to include remote teaching shall receive first preference for all positions in the Remote Academy provided that they possess the appropriate licensure/certification. If they wish to apply and/ or can waive certification requirements as per DESE The district will apply and/or waive certification requirements as per DESE to ensure all teachers with the above conditions receive available positions in the Remote Academy. RLA teachers will be guaranteed the return to their previous position, unless that position is cut due to a need for Reduction in Force or as in normal school operations. If there are not enough applicants to fill the needed positions, the District shall first ask for volunteers from each building to teach in the remote academy. If there are still positions in RL to be filled, the district will assign the least senior staff person in each building holding the appropriate licensure to work in the online academy.
- d. Second preference shall go to any staff member who has a family member in their immediate household with a preexisting condition or is otherwise at high risk for complications from Covid 19 with appropriate medical documentation. If the number of applications at this level exceeds the number of positions, the employee(s) with seniority shall receive the position(s). A member who has provided appropriate documentation of a family member in their immediate household with a preexisting condition or is otherwise at high risk of complications from Covid 19 will be considered for RLA once all individuals with preexisting conditions have been placed following the protocol above.
- e. If any positions remain after the first two preferences, applicants with appropriate licensure for the positions available for the Remote Academy will be considered assigned and seniority will be given preference.
- f. If an employee begins working in an in-person setting and has any medically documented reasons which would prevent the employee from continuing to work in person, the employee will be considered for any available remote teaching, provided the employee meets the criteria listed above.

- g. If there are not enough applicants to fill the needed remote academy positions, the District shall assign non-professional status teachers by building at the discretion of the school district.
- h. Refusal to apply for the Remote Learning Academy online teaching shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement.

3. Family Related Covid-19 Illness:

Any employee who has provided medical documentation that someone in their household has contracted Covid-19; and the employee self-certifies he or she must take care of the family member; such employee shall be eligible to use the following leaves at the employee's own discretion. The Superintendent may allow the employee to work from home if there is a remote learning position available. The employee shall contact Human Resources and begin the interactive process to request the employee to work from home while under quarantine if the employee chooses not to use EPSLA in order to maintain the continuity of instruction.

- a. Up to ten (10) days of the Emergency Family and Medical Leave Expansion Act (EFMLEA) or Family First Coronavirus Relief Act (FFCRA). 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, vacation time and personal leave time) in a prorated amount to achieve full pay status for these days.
- b. Family Medical Leave Act: If an employee qualifies for FMLA, the employee may opt to take up to twelve (12) weeks of FMLA leave proper documentation. Employees, at their sole discretion, may use other leaves under the CBA may use personal days, vacation days and three family illness days, if available and if permitted by the collective bargaining agreement, to achieve full pay status for these days.
- c. All leaves shall run consecutively.
- d. At the conclusion of any leave in this section, the teacher will be returned to a position.

4. Care for an Employee's Dependent:

The District will allow staff to enroll their school-aged children in HPS and to attend a four day per week cohort. Students of staff will be assigned to schools based upon space availability; every effort will be made to place a child in the school of their parent when age appropriate. Any employee who requests leave to care for the employee's child dependent whose school or place of care is closed, or child care provider is unavailable, and who provides: The name of the child dependent, the name of the school, place of care, or child care provider that has closed or become unavailable; and a statement that no other suitable person is available to care for the employee's child dependent, may apply for:

- a. The District with the agreement of the HR may allow the employee to work from home if there is a Remote Learning Academy position available.
- b. The ten (10) days of paid sick time afforded to them under the Emergency Paid Sick Leave Act (EPSLA) capped at \$200 per day. Employees, at their sole discretion, may use any paid leave provisions of the CBA (family sick leave, sick leave and personal leave time, vacation) in a prorated amount to achieve full pay status for these days.
- c. Family Medical Leave Act: Because of the expanded uses for FMLA (EFMLEA) under the EFMLEA, an employee meeting the requirements of EFMLEA may opt to take up to twelve

(12) weeks of EFMLEA leave. Employees, at their sole discretion, may use other leaves under the CBA to achieve full pay status for these days.

- d. At the conclusion of any leave in this section, the teacher will be returned to their position in the current school year.

5. Pregnancy:

For employees who submit medical documentation that they are pregnant:

- a. The District shall provide all rights afforded under the Massachusetts Pregnant Workers Fairness Act, including the accommodation of allowing employees to work from home as may be required by law.
- b. 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 disability related to pregnancy (and other) related health issues, before and after giving birth.
- c. At the conclusion of any leave in this section, the teacher will be returned to a position.

6. Reduction in Force:

If a Reduction in Force (RIF) is necessitated, employees may volunteer within 10 days of notice of a RIF to be RIF'd for the 2020-21 school year provided they fall within the licensure/certification area which is the subject of the RIF. If there are more volunteers than there are positions to be RIF's, seniority will be used to determine which employees are selected. The following shall apply:

- a. The District shall not contest any application for unemployment compensation that such employees make.
- b. Employees shall be able to participate in any online PD when available.
- c. Employees shall be afforded prioritized recall rights for the 2021-22 school year, that shall replace the recall rights indicated in the CBA. Accordingly,
  - i. RIF'd employees shall be recalled for the 2021-22 school year to available positions. If there are no available positions, the District may have to RIF a newly hired employee for the 2021-22 within the same licensure/certification area to affect the recall of employees who avail themselves of this provision.
  - ii. 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 recall rights for a period of two years.
- d. 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 costs for those programs.
- e. All unused sick leave (including sick time and personal days) time earned previous to any RIF leave, will remain in their accruals. Any member who is RIF'd may convert their accrued personal days into sick leave as per their CBA.
- f. Upon return from the RIF leave, the employee will be placed on the step in the salary schedule where the employee was placed prior to the RIF leave
- g. Upon return from leave, the employee's place on the seniority list will reflect a year's leave but will not be considered a break in service.

- h. Upon members' return from a RIF leave, they shall be returned to the same or similar position they held prior to the leave within their then current licensure / certification area. Those employees that elected to be RIF'd must notify the district by April 1, 2021 of their intent to return for the 21-22 school year, in order for proper staffing, recruitment and planning to occur.

7. Unpaid Leave:

All employees may opt to take an unpaid leave for the entirety of the 2020-21 school year. The parties agree that the following rules shall apply to all unpaid leaves.

- a. Leaves will be unpaid. The staff member will not be eligible for unemployment compensation.
  - b. Employees shall be able to participate in any free district- sponsored online PD when available.
  - c. Members are eligible to remain as a member of the city's group health insurance plan and dental plan but must pay 100% of all costs for those programs and must arrange for automatic payment with a Debt Authorization form.
  - d. Member is eligible to retain their life insurance policy benefits but must pay 100% of all costs for that program and must arrange for automatic payment with a Debt Authorization form.
  - e. There will be no accrual of sick leave, personal days and vacation days during the 20-21 school year leave.
  - f. All unused sick leave time earned previous to this leave, will remain in effect.
  - g. Upon return from leave, the employee will be placed on the step in the salary schedule where the employee would have been placed the school year prior to the leave.
  - h. 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.
  - i. Upon a member's return, they shall be returned to the same or similar position the employee held prior to the leave within their then-current current licensure / certification area.
  - j. A member who takes an unpaid leave shall not suffer any professional disadvantage as a result of the leave.
  - k. No employee on a leave of absence as for provided for above may be employed by any other school district or the City of Haverhill.
8. Should the District transition to a fully remote model, the employees on any of the leaves listed above may, at their sole discretion, if there is an available vacant position for which they are qualified may 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.
9. The District shall waive the 1250-hour requirement to be eligible for the Family Medical Leave Act so that full time employees shall be eligible for any covid-19 related reasons.

12. Nothing herein shall be construed as making a permanent change to the collective bargaining between the parties. All terms and conditions in the agreement shall remain in full force and effect.

- 13. Unless modified as above, all the terms of the Collective Bargaining Agreement (CBA) between the parties shall remain in full force and effect.
- 14. The parties recognize that not all issues can be covered in this MOA, so the parties commit to forming a joint labor-management implementation committee and will meet on as needed basis with a regular standing meeting scheduled every two weeks.
- 15. The terms of this agreement shall remain in effect until either the close of the 2020-21 school year, Governor Baker declares an end to the state of emergency or by mutual agreement of the parties.

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Anthony J. Parolisi, President  
Haverhill Education Association

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Attorney Richard Rosa, Vice Chairperson  
Haverhill School Committee

**Appendix A**  
**PPE by Role 2020-2021**  
**MOA Hybrid Learning/Full In-person Models PPE by Role 2020-2021**

<b>Role</b>	<b>Mask (available)</b>	<b>Face shield</b>	<b>Gloves*</b>	<b>Disposable Gown</b>	<b>Clear mask</b>	<b>Barrier</b>	<b>Comments</b>
Regular Ed	x						
MSP Staff	x	x (as needed)	x	x	x		
ESP in reg classroom	x						
1:1 Providers/ESPs	x	x (as needed)					
Clerks	x					X (as needed)	
Counselors/Therapists	x					x	
ELL Teachers	x				x		
Specialists (phys. Ed., music, art, etc.)	x						
SpEd staff (during testing/small group settings)	x	x			x	x	
Pre-K Educators	x	x	x	x			
Breakfasting	x	x					
Teachers with students with mask exemptions **	x	x	x	x			
ESP assigned to Remote Learning Support Center	x		x				

\*Anyone that needs gloves should request.

## Appendix B Evaluations

### Evaluations

- The parties agree to modify one or more of the evaluation dates and practices for announced and unannounced observations in the existing CBA in order to promote the effective evaluation of staff see timelines.
- In light of the temporary agreement from the spring of 2020, the parties agree that Professional Status teachers who were scheduled to complete their 2-year cycle at the end of the 2020 school year will begin a new evaluation cycle in the fall of the 2021 school year. PTS teachers who were in year one of a two-year plan may choose, in consultation with their evaluator to continue with the existing plan goals or may choose to revise their goals for year 2 of the two-year cycle. Any such revised goals would have a one-year timeline and a new evaluation plan would go into effect for the 2022 school year as scheduled and in accordance with existing CBA.
- Nonprofessional status teachers will continue on one-year educator evaluation plans per the contract, with revised dates as needed and agreed upon by the union and superintendent,
- HPS will honor the DESE Focus Indicators as the highest priority practices for teaching and learning during the COVID 19 pandemic. The Focus indicators are: 1-A Curriculum and Planning, B Learning Environment, II-D Cultural Proficiency, III- B Family Collaboration, IV-A Reflection, IV-B Professional Collaboration.
- Focus Indicators are informed by the following guiding principles, which reflect the unique context of teaching and learning in the year ahead:
  - Prioritize the social-emotional wellbeing of students and educators as the foundation for effective teaching and learning
  - Provide all students with access to grade-level instruction and essential content
  - Strive for coherence within and across grade levels, subject areas, and learning settings
  - Engage students and families in learning in a meaningful and consistent manner
  - Promote culturally responsive, anti-racist teaching and leading practices that aim directly to disrupt patterns of inequities and systems of oppression.

The Educator will not be downgraded based upon lack of expertise in using technology for remote teaching, so long as the employee is making appropriate efforts to gain the expertise necessary to provide effective instruction and students are accessing instruction.

- All remote monitoring or observation of the work performance of an educator will be conducted with the educator's knowledge.
- Teacher Observations for the school year 2020-2021: NPTS: 2 Unannounced and 2 announced. PTS: 1 unannounced and 1 -announced, unless staff members is placed on a directed growth plan or other plan that requires additional observations as per the CBA.
- Teachers will provide primary and secondary evaluators with up-to-date links to join classes via google meets via google doc or other platform designed and shared by the administration.

**Timeline**

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educator to explain evaluation process	October 15, 2020
Evaluator meets with first year educators to assist in self-assessment and goal setting process. Educator submits self-assessment and proposed goals.	November 1, 2020
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 15, 2020
Evaluator completes Educator Plans	December 1, 2020
Evaluator should complete first observation of each Educator	November 15, 2020
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)* or four weeks before Formative Assessment Report date established by Evaluator	January 19, 2021
Evaluator should complete mid-cycle Formative Assessment Reports for educators on one-year Educator Plans	February 21, 2021
Evaluator holds Formative Assessment Meetings if requested by either evaluator or educator.	March 1, 2021
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or 4 weeks prior to Summative Evaluation Report date established by evaluator.	May 5, 2021
Evaluator completes Summative Evaluation Report	May 30, 2021

Evaluator meets with educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 7, 2021
Evaluator meets with educators whose ratings are proficient or exemplary at request of evaluator or educator	June 10, 2021
Educator signs Summative Evaluation Report and adds response, if within 5 school days of receipt	June 15, 2021