

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter the "MOU") is being entered into by and between the Lawrence Teachers Union, Lawrence Federation of Paraprofessionals, and Lawrence Administrative Support Staff Association – Locals of the American Federation of Teachers, AFT Massachusetts, AFL-CIO (collective referred as the "FEDERATION") and the Lawrence Public Schools (hereinafter the "EMPLOYER") to outline changes in working conditions related to the school reopening plan.

RECITALS

- A. On March 10, 2020, the Governor of the Commonwealth of Massachusetts declared a state of emergency due to growing public health concerns related to the Coronavirus COVID-19 outbreak.
- B. In the immediate time succeeding the state of emergency declaration, concerns about the transmittal of the virus continued to increase through highly populated events such as sporting, religious, and community events.
- C. In an effort to be abundantly cautious for the safety and well-being of all students and staff, the parties believe a multi-phased reopening plan will limit community infection rates including staff and students.
- D. The Parties agree that it is their goal to ensure the rapid advancement of the academic achievement of the students of the Lawrence Public Schools, and that they remain flexible during the unprecedented situation regarding the Covid-19 pandemic.
- E. The FEDERATION and the EMPLOYER met and negotiated over changes to working conditions
- F. LPS reserves all rights under G.L. c. 69, s. 1K and reserves all other customary rights and prerogatives of municipal management.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows:

1. **APPLICABILITY.** This Memorandum of Understanding ("MOU") is applicable to any member of a bargaining unit represented by the FEDERATION for any period of time during the 2020-2021 School Year when the school is operating in a primarily remote plan. The parties understand and agree that the Coronavirus/COVID-19 is unpredictable and agree that the parties will meet to discuss and/or negotiate regarding changes as

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circumstances emerge and/or change. The parties shall continue to meet and negotiate working conditions related to a hybrid model or the full in-person return of students.

2. **BUILDING INSPECTIONS.** The EMPLOYER shall have a qualified third party inspect the facilities and certify proper ventilation and other safety components are adequate. The EMPLOYER shall provide a copy of the report to the FEDERATION.
3. **WORKING WINDOWS.** The District will endeavor not to assign bargaining unit employees to rooms that do not have operational windows and bug screens. In cases where this is not possible, the FEDERATION and the EMPLOYER shall work together to find reasonable safety precautions (e.g. plexiglass, ventilation filters, etc.).
4. **REOPENING PLAN.** Lawrence Public Schools will be following the approved reopening plan (ADD LINK TO REOPENING PLAN). In the event of a conflict between the reopening plan and a provision herein this agreement shall prevail.
5. **TELEWORK/OFF-CAMPUS WORK ASSIGNMENT REQUEST.**
 - a. **EMPLOYEES WITH IN-PERSON STUDENT ASSIGNMENTS:** The district anticipates students and families will opt-in to in-person learning within the "high needs populations" as identified in the reopening plan. The parties acknowledge the need to staff these "high needs populations". The EMPLOYER will determine the number and categories of staff required to meet the in-person teaching needs. Once those needs are established, the following tiered system will be used to prioritize available "telework/off-campus" assignments for qualified staff. As used herein, the term qualified for educators refers to licensure appropriate to the assignment. All staff in a higher tier shall be considered for "telework/off-campus" assignments before a lower tier. In the event of a need for a tiebreaker within a tier, seniority shall be the tiebreaker.
 - i. **TIER 1:** Individuals with disabilities under the Americans with Disabilities Act, including pregnant employees, as confirmed by a medical professional satisfactory to the District and such medical notes shall not be unreasonably denied.
 - ii. **TIER 2:** Individuals who are personally medically identified as at heightened risk from COVID-19 as defined by the CDC and as confirmed by a medical professional satisfactory to the District and such medical notes shall not be unreasonably denied.

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- iii. TIER 3: Individuals who are living in a household with someone who is personally medically identified as at heightened risk from COVID-19 as defined by the CDC, as confirmed by a medical professional satisfactory to the District and such medical notes shall not be unreasonably denied.
 - iv. TIER 4: Individuals who would be eligible for federal COVID-related childcare leave with sufficient documentation.
 - v. TIER 5: All other employees, subject to the District's discretion.
- b. **EMPLOYEES WITH REMOTE STUDENT ASSIGNMENTS:** Any employee who is assigned to remote student assignment who falls under TIERS 1-4 identified above will be granted to complete their assignment via "telework/off-campus".
- c. The provisions above also apply to paraprofessionals and clerks.
6. **REPORTING TO CAMPUS EXPECTATIONS.** Bargaining unit employees assigned to remote learning assignments may be required to report to campus up to five (5) days per week. Employees assigned to in-person assignments may be required to report to campus up to five (5) days per week.
7. **LIVE SYNCHRONOUS TEACHING.** Assignments that require employees to teach students both in-person and remotely shall have workloads that can be accomplished in the workday as described in paragraph 9.
8. **VOLUNTARY LEAVE OF ABSENCE.** Bargaining unit employees, including teachers without professional status (or equivalent for non-teaching bargaining units), may take an unpaid, voluntary leave of absence for up to one (1) subject to customary provisions of the CBA and approval by the District.
9. **WORK YEAR AND WORKDAY.** Bargaining unit employees shall work the workday and work year as identified in the reopening plan.
10. **PROFESSIONAL DEVELOPMENT.** During the professional development period prior to the arrival of students, the EMPLOYER shall dedicate at least one (1) day to review safety protocols, guidelines, and expectations. At least the equivalent of five (5) professional development days shall be dedicated to common planning time and preparation. Additional days shall be used for common planning time, individual preparation time, and

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other topics as mutually agreed to by the FEDERATION and the EMPLOYER. Professional development capable of being conducted remotely shall be conducted remotely.

11. **STAFF CROSS CONTAMINATION.** All staff (including but not limited to paraprofessionals, specialists, crisis teams, and special education employees) shall be given assignments to prevent cross contamination. This includes assignments that require employees to go into multiple classrooms and/or buildings.
12. **CLASSROOM CAMERAS AND TECHNOLOGY.** The EMPLOYER shall provide bargaining unit employees classroom cameras (webcams, etc.) and the necessary technology to effectively implement remote learning lessons. Use of classroom cameras shall be voluntary and considered a tool to assist educators with the advancement of curriculum at the teacher's sole discretion.
13. **REMOTE WORK TECHNOLOGY.** The EMPLOYER shall provide reasonable access to technology to all bargaining unit employees who are working from home as described within this agreement.
14. **SAFETY AND HEALTH PROTOCOLS.** All employees working on site are required to adhere to and comply with Lawrence Public Schools' Safety and Health protocols, including, but not limited to, wearing masks and shields, following hygiene requirements, and maintaining social distancing. Bargaining unit employees shall be expected to redirect students who are out of safety and health compliance; however, management shall be responsible for enforcing student compliance within a timely fashion.
15. **SOCIAL DISTANCING.** All employees and students are expected to adhere to six foot social distancing requirements. In the event of social distancing noncompliance, building management shall be responsible for remedying violations immediately.
16. **FACE MASKS.** Face masks are required by all employees and all students at all times. In the event of face mask noncompliance, building management shall be responsible for remedying violations immediately.
17. **PERSONAL PROTECTIVE EQUIPMENT.** The EMPLOYER shall provide at no cost to bargaining unit employees all personal protective equipment and safety precautions including but not limited to high quality masks, clear face shields, gowns, other protective equipment to assist with special education populations, alcohol based hand sanitizer, disinfectant wipes, gloves, sneeze guards/plexiglass, and hand soap.

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18. **CLEANING.** Bargaining unit employees shall not be responsible for cleaning or sanitizing any school property except for their own individual work surface. Bargaining unit employees may opt to clean and sanitize student desks on their own throughout the school day or may opt to supervise students completing this task throughout the school day.
19. **CLASS SIZE.** Class sizes for any in-person assignments shall be reduced so that six-foot social distancing can be adhered to. The EMPLOYER shall also further reduce substantially separate classroom sizes so that staff can assist with social distancing guidelines.
20. **MEETINGS.** Bargaining unit members may choose to participate virtually (with video) in any staff meeting, IEP, 504, or parent meeting for which his/her attendance is required. A private location will be provided to the member from which he/she may participate in the meeting. However, the parties understand that there may be instances where remote participation is not possible. Therefore, in-person participation will be necessary unless the employee has already been granted a "telework/off-campus" work assignment due to being in category tiers 1, 2 or 3 as described in paragraph 5 above.
21. **COMMUNITY NURSING SERVICES.** The parties acknowledge there may be an additional need for nurses to provide community education and support. To that point, the EMPLOYER may assign bilingual paraprofessionals on a non-precedent setting basis to nursing offices to assist with translation and interpretation needs.
22. **EVALUATIONS.** Bargaining unit employees shall not be evaluated or otherwise downgraded based on technology competencies (e.g., employee is not required to be an expert at "Zoom" technology.) during this unprecedented global pandemic. However, the parties understand that the evaluation process and standards remain in effect.
23. **IMPLEMENTATION LABOR/MANAGEMENT COMMITTEE.** The parties shall form a joint labor management committee that includes the AFT Representative with two (2) representative of each union that meets on a frequent basis to address implementation and safety concerns.
24. **COVID QUARANTINE PROTOCOLS.** Bargaining unit employees in the following categories may be able to work-from-home during the following circumstances with District approval. Employees who are not approved to work from home may use appropriate sick leave entitlements (if available).

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- a. **SELF-SCREENING.** Bargaining unit employees shall be responsible for self-screening and reporting whether they have COVID-19 symptoms to the human resources department. Bargaining unit employees shall not come into work if ill or immediately report to their supervisor if symptoms arise after their arrival. In such cases, employees will stay home for a duration in accordance with CDC guidelines or a negative test result. The EMPLOYER may request employees to be tested at the EMPLOYER's expense.
 - b. **STAFF INFECTION.** Bargaining unit employees who test positive for COVID-19 or are in close contact with someone who has tested positive shall self-quarantine for a period of fourteen (14) days. Employees shall immediately report any COVID-19 positive test for either the employee or close contact to human resources.
25. **CHILDCARE.** In exigent circumstances, during remote teaching and learning, bargaining unit employees may bring their school age children/dependents with them to work in their classroom, with prior notice to the building principal, so long as the presence of the employee's children does not interfere with the employee's ability to perform his/her duties or the proper operation of the school or observance of pandemic guidelines. Further, the employee is responsible for ensuring that his/her child adheres to all safety protocols.
26. **LAYOFFS.** The EMPLOYER shall give at least a fourteen (14) day notice prior to any layoff during the term of this agreement.
27. **NO OUTSOURCING.** It is not the intention of the EMPLOYER to contract out bargaining unit work except on a limited basis as a temporary, non-precedent setting measure during the COVID crisis. The use of contracted work shall not result in a layoff.
28. **ENFORCEABILITY.** This agreement and the terms and conditions found herein can be enforced through the parties' grievance and arbitration procedures outlined in the collective bargaining agreement unless there is a topic that is expressly excluded.
29. **NO PRACTICE OR PRECEDENT.** This Agreement shall neither establish a practice nor set a precedent to any modified working condition herein. Furthermore, during the term of this agreement.
30. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or

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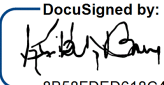
the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected hereby.

31. **TERM.** This agreement shall be effective upon execution through and including June 30, 2021. If guidance is amended by DESE or there are regulatory changes by the Commonwealth of Massachusetts, the parties agree to meet and negotiate any changes to this agreement. This agreement may be extended beyond June 30, 2021 by mutual agreement of the parties in writing.
32. **FAMILIES FIRST CORONAVIRUS RELIEF ACT.** The parties acknowledge member's rights and access to leave under the FFCRA. The EMPLOYER shall allow unit members to use a prorated amount of sick time to be made whole.

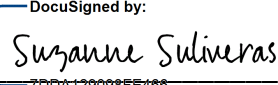
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This agreement was signed on _____.


Cynthia Paris
Superintendent of Schools
Lawrence Public Schools

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