

**Memorandum of Agreement between
The Hamilton-Wenham School Committee and the
Hamilton-Wenham Education Association for
The Opening of Schools 2020-2021**

1. Whereas, the Committee and Association are parties to Collective Bargaining Agreements.
2. Whereas, the COVID-19 Pandemic has required additional guidelines for the Opening of schools.
3. Whereas, the Committee and Association have come to a common understanding of the effect on working conditions and health and safety concerns related to the reopening of schools.
4. Whereas, the terms and conditions of this MOA will expire at the end at conclusion of the Local, State and Federal guidelines resulting from the COVID-19 Emergency and the return to normal operational school hours.

Now, and therefore, in consideration of the mutual covenants expressed therein, the Parties agree that the terms and conditions set forth in the Collective Bargaining Agreements governing the terms and conditions of employment for all bargaining units represented by the HWEA shall remain in full force and effect as stated therein:

Item 1

There will be three criteria used when determining when to bring students and Members back into our buildings:

- The safety conditions outlined in this document have been met.
- The COVID metrics indicate that it is safe to bring students and staff back into schools.
- There is an Advisory COVID management team established that will meet to recommend the appropriate mode of learning for current conditions. This team will consist of Public Health nurses from Hamilton and Wenham, a School Committee member, the Superintendent, the Director of Facilities, lead nurse, and HWEA representatives.

Item 2

The District shall provide both standard PPE and enhanced PPE where applicable as well as classroom/working space cleaning supplies to all members in accordance with the guidance from the Boards of Health in Hamilton and Wenham. Teachers and students will be asked to bring their own masks that meet these standards; masks will be provided by the district to anyone that needs it.

Item 3

The District shall provide information to the Association on specific cleaning protocols and schedules for when our school buildings are occupied and will provide cleaning supplies that include but are not limited to: sanitizer, gloves, masks, disinfectant spray and paper towels, in all working spaces. All working spaces will have a daily cleaning schedule of completed work posted on the room.

Item 4

The District shall provide information on HVAC system tests and results and will ensure any occupied working spaces have adequate air flow, air exchange and filtration as recommended by State and Federal agencies and OSHA guidelines and further that these systems are monitored throughout the 2020-21 school year. The district will have signs on any working space in which HVAC punch list work has not been completed.

Item 5

The District will provide and arrange classroom environments and furniture so that teachers and students will be able to maintain six-foot social distancing as recommended by CDC, Local, State and Federal Guidelines 5 calendar days prior to the students return to in-person learning.

Item 6

The School Committee shall vote on a policy in support of the state-wide mask mandate for students in order to ensure the safety of all students and staff. School handbooks will outline the disciplinary actions that will be taken if a student refuses to comply with the mask policy.

Item 7

The District shall provide space for Association members to eat lunch and for educator preparation and planning time at a separate location from students.

Item 8

The District will adhere to all provisions of the Families First Coronavirus Response Act and the provisions described within the Act, including but not limited to Emergency Paid Sick Leave Act ("EPSLA") and the Emergency Family and Medical Leave Expansion Act ("EFMLEA"). The District shall provide for members an explanation for the provisions of the aforementioned laws pertinent to taking paid and unpaid leaves of absence.

Item 9

The District will furnish a plan for addressing a positive COVID case amongst faculty, staff or students during in-person or hybrid learning environments.

Item 10

The District shall adhere to the BOH record keeping requests that are needed for contact tracing.

Item 11

The district will ensure that members are assigned to a teaching load consistent with past practice with the understanding that the delivery of instruction may need to shift from in-person to remote depending on overall program design and COVID trajectories.

Item 12

If a sport or a club does not run the stipend associated with the program will not be paid. If the sport or club starts and then needs to stop, the stipend will be prorated.

Item 13

In-person meetings will adhere to 6 feet social distancing and will follow Governor's guidelines regarding numbers of people allowed to congregate in one place in non-school public meetings while the district is functioning in a hybrid or remote environment.

Item 14

Preference for substitute teaching positions should be given to Members laid off as a result of the 2020-2021 budget.

Item 15

The District and the Association recognize and agree that the evaluations for members may be altered as a result of changes in working conditions. Any and all disputes regarding evaluations will be mutually resolved between the Superintendent and the Association President and/or his/her designees.

Item 16

During the month of September, Members may be asked to work in-person. Beginning October 1st, the following applies:

When students are in a full remote learning program, or on a remote learning day in the Hybrid model, Association members will have the option to work remotely or work from their respective school buildings if the buildings are open and deemed safe for occupancy according to the metrics established in this MOA, the District's reopening plan and the District's Health and Safety Task Force. The administration reserves the right to bring faculty in a hybrid Wednesday if the need arises. Administration will notify members by the end of the day on the Monday prior. The Association and the Superintendent (or their designee) shall determine if any Association Member needs to be recalled to provide in-person services in accordance with state and federal law to our most vulnerable learners. The affected member's input must be considered. If it is agreed that a member must provide in-person services to our most vulnerable students while in a state identified red zone, then affected Members shall be compensated above their per diem rate at a standard rate mutually determined by the District and the Association for the time they are working in-person with students.

Item 17

The District will consider requests for leave or provide reasonable accommodations for any Member that brings forth extenuating circumstances, and/or provides medical documentation of a pre-existing condition or are at increased risk for severe illness from COVID-19.

Item 18

For the 2020-2021 school year, while teaching in both the hybrid and remote model, all elementary classroom teachers will be guaranteed a minimum of 260 minutes per week of non-assigned preparation time on Wednesdays. This time will be divided into blocks of no less than 40 minutes. In addition, staff will be given a 15 minute break daily in addition to their current

contractual lunch/administrative time and an additional 15 minutes prior to the start of student school day. The Student Day will begin at 8:40 A.M.

There will be no formal scheduled fall Parent-Teacher conferences for the 20-21 school year. Teachers will be asked to reach out to parents for a 1:1 check in prior to the end of the first trimester.

The building principal will work with special education teachers to develop a schedule which allows special education teachers an opportunity for planning (including informal planning with their teaching assistants) within the work week schedule on an equitable basis with classroom teachers in the same building. The final decision regarding the schedule will remain the responsibility of the building principal.

Full-time elementary Special Subject teachers will receive a 60 minute prep on Wednesday and 50 minutes prep on Monday, Tuesday, Thursday, and Friday in addition to their contractual lunch/administrative time and an additional 15 minutes prior to the start of student school day.

For the 2020-2021 school year, Veterans Day falls on a Wednesday. During this week, Elementary classroom teachers will be given 200 minutes of Prep time, in 50 minute blocks, on Monday, Tuesday, Thursday and Friday

Item 19

During the extended COVID-19 situation, the School Committee and the Hamilton-Wenham Education Association are fully aware of and acceptable of the fact that expectations may change as a result of both State and Federal Guidelines and therefore agree to mutually amend expectations as needed. This will be mutually discussed and determined by the Association President and the School Committee and/or their designee.

Michelle Z Bailey date 10/6/20

Michelle Bailey
Chairperson
Hamilton-Wenham School Committee

John Kotch date 10/6/20

John Kotch
President
Hamilton-Wenham-Education Association

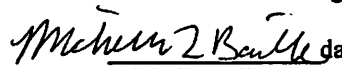
Memorandum of Agreement between
The Hamilton-Wenham School Committee and the
Hamilton-Wenham Education Association for
The Opening of Schools 2020-2021
Addendum A: Grades K-1

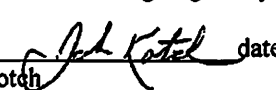
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4. Whereas, the terms and conditions of this MOA will expire at the end at conclusion of the Local, State and Federal guidelines resulting from the COVID-19 Emergency and the return to normal operational school hours.

Now, and therefore, in consideration of the mutual covenants expressed therein, the Parties agree that the terms and conditions set forth in the Collective Bargaining Agreements governing the terms and conditions of employment for all bargaining units represented by the HWEA shall remain in full force and effect as stated therein:

The following are items that pertain specifically to the K-1 teachers once these grades begin full in-person learning while the remainder of the District's grades continue in the original Hybrid model.

- Six-foot physical distancing is maintained as per the MOA.
- The District will move all furniture and classroom materials and arrange furniture in any new learning pace that is different from the original room location in order to enable six-foot physical distancing.
- Any new learning space being used as a classroom will be outfitted with similar technology and learning tools/equipment as a typical classroom.
- Google Classroom and other online platforms will be greatly reduced in usage. Teachers will not be required to provide daily postings during in-person learning but will be required to follow the past practice in providing students who are absent with appropriate classroom make up materials. Teachers must also be prepared to implement Google Classroom should the District change to a fully remote model.
- Access to washing/cleaning areas will be readily available in each classroom or in a nearby location.
- The need for additional prep time in addition to the Wednesday prep time in the Hybrid Model and the additional 15 minutes provided at the beginning of each day will be mutually determined by the Building Principals and the Teachers based upon the unique needs of the learning model.
- Parents who opt to have their children learn in the remote system will be sent to the LMS as stipulated in the District Reopening Plan (or other such plans) designed by the Superintendent and supported by the School Committee - teachers will not be expected to send home materials or to instruct remote students while K-1 is fully in-person. K-1 Students are either remote or in-person. Teachers will be responsible for sending home materials to in person students who are absent including but not limited to quarantined.
- Should the District as a whole pivot into a Remote Learning model, the same will occur with the K-1 classes and they will also pivot into a Remote Learning Model.
- The Building Principals will consult with the teachers in designing the specific K-1 schedule.

 date 1/8/21
Michelle Bailey
Chairperson
Hamilton-Wenham School Committee

 date 1/7/21
John Kotch
President
Hamilton-Wenham-Education Association

**PROPOSED CHANGES TO THE MEMORANDUM OF AGREEMENT FOR THE OPENING OF
SCHOOLS 2020-2021
BETWEEN THE
HAMILTON-WENHAM REGIONAL EDUCATION ASSOCIATION
AND THE
HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE**

The Hamilton-Wenham Regional Education Association proposes that the Memorandum of Agreement (MOA) between the Hamilton-Wenham Regional Education Association (Association) and the Hamilton-Wenham Regional School Committee (Committee), currently in effect, remain unchanged except as detailed below. This agreement remains in effect through the end of the 2020-2021 school year.

Item 1 update: The COVID management team will remain intact for the purpose of monitoring and advising the Superintendent on matters related to community COVID infection rates. This team will consist of Public Health nurses from Hamilton and Wenham, a School Committee member, the Superintendent, the Director of Facilities, lead nurse, and two (2) HWEA representatives, and a parent.

Item 2 update: The District shall provide standard or enhanced PPE (N95 or KN95 masks, gloves, gowns, and face shields) to any Member who requests them as well as classroom/working space cleaning supplies to all members in accordance with the guidance from the Boards of Health in Hamilton and Wenham. Teachers and students will be asked to bring their own masks that meet the Board of Health standards; masks will be provided by the district to anyone that needs it.

Item 5 update: The District will provide and arrange classroom environments and furniture so that teachers have six feet of space in the front of the classroom and students will maintain no less than three feet of physical distancing per the most recent DESE guidelines. Every effort will be made to arrange classroom environments for teachers prior to April 1st. By 10:00 a.m. on April 1, 2021 elementary classrooms will be set up.

Item 6 update: The School Committee shall vote on a policy in support of the state-wide mask mandate for students in order to ensure the safety of all students and staff. School handbooks will outline the disciplinary actions that will be taken if a student refuses to comply with the mask policy. Anyone entering the School Buildings shall wear at least one approved mask covering both their nose and mouth, they may only remove their mask to take an authorized mask break, eat, drink, or blow their nose so long as they are at least 6 feet away from another individual. Every effort should be made to take authorized mask breaks outside.

Item 18 update: When students return to full in-person learning, teacher preparation time and schedules will follow the guidelines in the existing Collective Bargaining Agreement. All

elementary teachers will be guaranteed a minimum of 200 minutes per week of non-assigned preparation time during the student day in at least 40-minute blocks Monday through Friday. In addition, elementary teachers will also be guaranteed one (1) sixty (60) minute planning period on Wednesday.

New items



Item 20: Once students return to full in-person instruction, any Member may request to take or extend an ongoing leave of absence. Requests for leaves will be considered on a case-by-case basis. Members that are on FMLA leave will maintain health insurance and the health insurance coverage will remain the same between the District and the Member for 12 weeks. For non-FMLA related leaves, Members will be able to maintain health insurance coverage for the remainder of the year but will be responsible for 100% of the cost.

Item 21: Once the students return to full in-person learning, teachers and all Association Members that service students directly for full in-person instruction will follow the following parameters:

- Per District guidelines, there will be up to a six-week lead-time between when students switch from one program to another
- At the elementary level, the district will maintain a separate program for fully remote students.
- At the middle level, core academic teachers will be assigned to fully in-person classes and no more than one simultaneous full in-person and remote class.
- At the high school level, only students in the remote learning program will receive instruction over Zoom, streaming for other students will end and not continue.
 - Instruction will be provided by the remote support teachers in each discipline and by the teacher of record.
 - The teacher of record will continue to engage all remote students via Google Classroom. When instructionally appropriate, the teacher of record will invite fully remote students to stream into the classroom. Teachers may also be required to stream in order to meet the legal obligations in a 504 plan or an IEP.
 - Students may complete work asynchronously from their assigned class block posted by their teacher of record.
 - The teachers must be available to work with remote students during contractual working hours either during their prep blocks, office hours, or after school.
 - Remote support teachers will establish regular direct instruction blocks.
 - Each grade level 9-12 will also have a dedicated Remote Support liaison that will help students navigate their individual remote workloads. This can be the responsibility of a remote support teacher or another staff member
 - If a formally established remote section for students results in an extra class assignment for a teacher, CBA Article 10.3(b) will apply
- Students who are in quarantine due to optional travel will be treated as it would be in a normal school year when students are absent. Students who are in quarantine due to pooled testing or due to being identified as a close contact by public health official will be

able to access their teacher of record and the remote support teachers in the same manner as fully remote students during their quarantine period.

Item 22: All other items in the MOA will remain in full force.

	Date <u>4/6/21</u>		Date <u>4/6/21</u>
Michelle Bailey Chairperson Hamilton-Wenham School Committee		John Kotch President Hamilton-Wenham-Education Association	