

**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**LEVERETT SCHOOL COMMITTEE**  
**AND THE**  
**LEVERETT EDUCATION ASSOCIATION**

**LEA Memorandum of Understanding 2021-22**

**August 26, 2021 / Revised March 31, 2022**

**The revised MOU allowing for masks to be optional indoors will go into effect on April 11, 2022.**

If the administration is unable to provide reasonable accommodations by April 11, 2022 to staff members who are at increased risk of severe illness from Covid 19 per CDC guidelines, who have previously submitted all required documentation, and who meet the eligibility requirements for accommodations under the ADA, such staff may use their accumulated sick leave until reasonable accommodations are provided or until April 18th, whichever comes sooner.

This MOU is for the 2021-2022 school year only and is an agreement reached for the purposes of responding to the COVID-19 pandemic during the 2021-22 school year. It shall not establish any practice or precedent and will end at the end of the 2021-2022 school year. If any provision of this MOU is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this MOU. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this MOU, and this MOU shall be enforced as if it did not contain the invalid, illegal, or unenforceable provision. Note that provisions of this MOU may need to be modified as more information regarding vaccine eligibility, COVID-19, and its variants is learned. The Committee and LEA agree to reconvene to discuss, negotiate, and resolve changes to this MOU at times when either the Committee or LEA vote to reconvene. In addition, the LEA agrees to renegotiate certain provisions of the MOU including, but not necessarily limited to the below, should the LES student population reach an 80% vaccination rate and/or there are no new COVID-19 cases in Massachusetts for two consecutive weeks:

- Health & Safety 12: Whole school gatherings
- Health & Safety 13: Masking Protocols
- Health & Safety 14: Lunch/snack
- Health & Safety 15: Visitors
- Teaching 4: Cohorts, outdoor masking & distancing, classroom assignments, arrival & dismissal

Unless explicitly outlined, all provisions of the Memorandum of Understanding (MOU) between the Leverett School Committee (Committee) and the Leverett Education Association (LEA) shall remain in full force and effect.

**Health and Safety**

1. The Administration will ensure that all safety protocols and guidelines are shared with staff and families prior to the start of the school year.
2. If there are changes to the health and safety protocols at any point in the year that reduce protections for staff or students, staff and families will be notified of the changes as soon as reasonably possible.
3. The HVAC system shall include UV-C lights and shall run at a minimum of 2 (two) air exchanges per hour in all rooms used for instruction.
  - a. Free standing HEPA air purifiers will be provided for classrooms tested with less than 3 air exchanges per hour.
  - b. MERV-13 filters will remain installed in the HVAC system and will be replaced per manufacturer's guidelines.

- c. Rooms that do not provide 2 air exchanges per hour will not be used for instruction.
4. CO<sub>2</sub> will be monitored with sensors provided by the LEA. Levels will be monitored in all classrooms where in-person learning is occurring. If CO<sub>2</sub> levels consistently exceed reasonable amounts, the LEA will meet with representatives of the Committee to discuss ventilation issues. At all times the Committee shall abide by M.G.L. c 149 s 117.
5. Personal Protective Equipment (PPE)
  - a. By staff request, the Administration will provide face shields, smocks, medical grade masks and/or isolation gowns to staff who are regularly and for extended periods required to work with students within 3-6 feet (e.g., a paraeducator working with a student on a one-on-one assignment).
  - b. The Administration shall make available to each employee Personal Protective Equipment (PPE), which will be delivered to the employee's worksite and available prior to the employee's report time. PPE will include five KN95 masks per week (and additional masks upon request, up to 1 per day per employee) for all staff, as well as face shields, gloves, and gowns for appropriate personnel. Employees at increased risk of COVID-19 as defined by the CDC, may request up to five N95 masks per two week period. This does not prevent an employee from using their own PPE if they so prefer so long as it conforms to approved Committee guidelines. When appropriate, special consideration must be given to special needs populations. For example, clear masks to benefit the deaf and hard of hearing will be provided upon special request, as will gloves and gowns for educators who engage in diapering and toileting.
6. The Administration shall provide and replenish adequate supplies of hand sanitizer, soap, disinfectant cleaner, and paper towels for every employee in their workspace. Employees will notify the building custodian to replenish supplies.
7. Clear barriers (such as plexiglass) will be made available upon request to any staff member who provides services within 3-6 feet of a student on a regular basis.
8. Whenever possible, each teaching space will allow for a minimum of 3 feet distancing between individuals.
9. The administration will designate 2-3 indoor teaching spaces (e.g., former computer lab, after school room, or other spaces TBD) as additional classroom space(s) during instructional times when 3' distancing is not possible. When not otherwise utilized, teachers will be able to sign up for these spaces on a first come, first serve basis.
10. In spaces where students from more than one classroom cohort receive instruction (i.e. special education rooms, related service providers' rooms, and specialist classrooms), spaces will be sanitized, when needed, between groups.
11. All required meetings and gatherings will be conducted virtually or may be held outdoors for the entirety of the school year. With the consent of all participants, informal meetings may be held indoors. Masks will be worn at these informal meetings unless all participants consent to masks being optional. No staff member will be required to meet with colleagues indoors.
12. There will be no indoor whole-school gatherings.
13. Masking protocols
  - a. The school mask safety protocol for indoor masking will follow the guidelines of both the CDC and the Local Board of Health, to the extent allowable by law. As of March 11th, 2022, the CDC guidelines for masking are as follows: When Franklin County is Low risk as defined by the CDC, masks will be optional indoors.  
  
When Franklin County is Medium risk as defined by the CDC, masks will be optional indoors.  
  
When Franklin County is High risk as defined by the CDC, masks will be mandatory indoors, to the extent allowable by law.  
  
If the Local Board of Health institutes an indoor mask mandate, that policy will be followed by the

school even if it doesn't match the CDC guidelines.

The school administration will be responsible for clearly communicating any changes in the masking policy to families and staff.

The administration will be responsible for enforcing all mask policies to the fullest extent possible.

The parties agree and acknowledge that exclusion of students is currently not permissible under the law. The parties acknowledge that the Board of Education and/or State/Federal Government has sole authority to implement exclusion of students as a consequence of failure to wear masks pursuant to a mandate.

The administration will clearly communicate guidance to individual families and staff members as needed and will remind all parties often and as necessary of the mask policies.

b. Individuals will be required to wear a mask indoors under the following conditions:

Individuals who have been a close contact of someone with COVID-19 or who have been exposed to COVID-19 will be required to wear a mask for 10 days following exposure. This includes people who have had COVID-19 in the past 90 days. See [CDC guidelines](#) for how to calculate Day 0.

Individuals who have tested positive for COVID-19 will be required to wear a mask for 5 days once their isolation period has ended as recommended by the CDC.

c. Any staff member may request that students who work with them voluntarily wear masks. In such cases, staff members will submit an email or letter with their request to the Principal for approval prior to alerting families of such request.

d. For virtual meetings during the school day, staff will be provided with an individual, student-free meeting space.

e. Masks will be optional for students and staff outdoors, regardless of vaccination status.

#### 14. Lunch/snack

a. Students will only eat with their assigned cohort.

b. Students will only eat in designated indoor areas or in outdoor spaces. Outside spaces will be utilized whenever possible and practical.

c. When eating occurs inside, all windows will remain open in the space, 6' of distance will be strictly enforced.

#### 15. The LES building will be open to the public after school hours. During school hours, the LES building will be open to the public under the following conditions:

a. Four visitors per day, per class will be allowed in the LES building with the Principal's approval. Visitors shall provide positive proof of vaccination, receive and follow instruction on LES safety protocols, and advanced notice will be given to staff.

b. Reasonable access to the building will be given to safety personnel, vendors, and contractors (when work cannot reasonably be done outside of the building). In those instances, safety personnel, vendors, or contractors will wear PPE (including masks) at all times and will follow other building safety protocols.

d. In the event the Town of Leverett requires use of the school building during school hours (e.g. for voting or emergency use), school will be closed for the day.

e. Visitors indoors during school hours will remain masked and will maintain a minimum of 6' distance between themselves and LES students or staff.

#### 16. Administration will continue to provide reasonable, accessible, and effective COVID-19 testing services.

## **Covid-19 Vaccination Mandate**

1. Understanding that vaccinations are a critical health and safety precaution against Covid-19, the School Committee mandates that as a condition of employment LES employees be fully vaccinated against Covid-19 and able to provide documentation to that effect no later than October 15, 2021. The LEA agrees to abide by this mandate with the following protections:

- a. Under the ADA and Title VII of the Civil Rights Act of 1964, LES employees may request an exemption to the vaccination mandate if either apply: 1) they have a disability or medical condition that prevents them from receiving the vaccine or 2) their deeply held religious beliefs, observances, or practices cause them to oppose or object to vaccination. Employees declining the vaccine for medical reasons will complete a Covid-19 vaccination medical exemption request, signed by a health care provider and verifying that they are exempt from vaccination for CDC recognized reasons. Employees declining the vaccine for religious reasons will complete a Covid-19 religious exemption request explaining their religious objection to vaccination. Exemptions will be granted in a nondiscriminatory manner that respects the medical needs and religious beliefs of LES staff.
- b. If employees are granted an exemption to the vaccine mandate, LES leadership, Union 28 leadership, and the School Committee are prevented from taking any retaliatory or punitive action against them.
- c. The vaccinated or exempt status of employees will not be disclosed to other employees, students, or families in the LES community.
- d. Employees granted an exemption and/or employees who are not vaccinated between the school start date and the October 15 vaccination mandate will be required to wear masks at all times indoors, (except as needed to eat and drink) and will adhere to social distancing and other established safety precautions at all times.
- e. Employees who are exempted from the vaccination for any reason, including either medical or religious reasons, will be required to receive and provide weekly evidence of a negative Covid-19 test at their own expense.
- f. Employees shall also be required to receive all recommended booster vaccine shots, if any and to provide proof of said booster shots in a timely fashion.

## **Illness/Leave**

Aside from those outlined here, all rules regarding leaves in the CBA shall apply.

1. In order to ensure the safety of staff and students, the Committee shall allow an additional five (5) sick days to be taken in the 2021-2022 school year only, which shall be available only after the employee has used all of their annual allotment of sick days. These additional five (5) sick days shall not accrue or carry over to the following school year.
2. Any employee who is diagnosed with COVID-19 or who is required to quarantine due to contact with a COVID-19 positive individual or because of government order will be granted leave for COVID-19 related illness in accordance with State and Federal Laws, as well as the provisions of the CBA. No bargaining unit member who takes such leave shall suffer any professional disadvantage as a result of the leave. Employees granted leave for COVID-19 related illness in accordance with State and Federal Laws, at their sole discretion, may:
  - a. Utilize any contractual paid leave (sick, personal, vacation, family, etc.).
  - b. Apply to use the Sick Bank once their sick leave has been exhausted.

- c. Take unpaid leave.
3. The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement. Any employee utilizing leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA) or any other leave that covers only partial payment of salary may, at the employee's sole discretion, use paid leave (personal, sick, vacation, etc.) in a fractional rate to cover the difference in salary between the leave's provisions and the employee's actual salary.
4. Responding to a positive test
  - a. Students and staff will be directed to contact the school immediately if they have a positive COVID-19 test result.
  - b. The Administration will respond to a positive test in accordance with DESE's protocols and guidance from the local department of public health.
6. If a staff member has a known COVID exposure while at work and is required to quarantine as per CDC guidelines for any length of time, they will not be required to use their personal sick time.

## Travel

1. The LEA and the Committee encourage all employees to work together to help minimize exposure to COVID-19 and to restrict voluntary travel to places that will result in a mandatory quarantine upon their return. In the event an employee does travel to an area that requires them to be quarantined, the employee must take any steps necessary to avoid or minimize a period of quarantine by obtaining a PCR test, at their own expense (if any), within 72 hours before returning to Massachusetts or as soon as possible after returning to Massachusetts. Any employee subject to quarantine due to travel who cannot work upon their return may use sick time or enter unpaid status for the duration of the quarantine.

## Teaching

1. In some circumstances, employees may be eligible for reasonable accommodations. Reasonable accommodations for health reasons may be available to an individual with a qualified disability under the ADA or state law or who may need them due to pregnancy or a pregnancy-related condition. When an employee makes a request for an accommodation, administration will generally need to review medical documentation in order to determine eligibility and will consider accommodations that may effectively meet the employee's needs so they can perform the essential functions of their job. For example, consideration would be given as to whether the employee can perform the essential duties of their job on-site with additional modifications beyond the regular COVID-19 protocols or whether a leave of absence for a specific period of time can be accommodated. Reasonable accommodations vary based on the individual staff's needs and the job duties of the position.
2. Members shall not be directed or required to report to physical buildings should state regulations and safety precautions ever require students to be in a period of remote learning. If remote teaching becomes necessary, members will not be assigned simultaneously to in-person and remote instruction without their agreement.
3. The Committee and LEA recognize the difficulty of ensuring students maintain social distancing at all times. Although staff are expected to enforce social distancing, Administration agrees to address students who are reported as failing to abide by social distancing requirements. The district will indemnify staff as per MGL c 258 s 9.
4. The Administration will be responsible for enforcement when necessary. The administration will, in consultation with staff, make a plan for teaching, practicing, and/or enforcing the items below:
  - a. In spaces where there is enough room to allow for social distancing (e.g., the gymnasium or library), cohorts may mix indoors.
  - b. Given that some students greatly benefit from working with peer(s), students from different

cohorts may mix in small groups at the discretion of relevant service providers. For example, the occupational therapist may group one student from third grade and one from fourth if they feel the students would make more progress working together rather than alone. Grouping different cohorts of students would only occur following mutual written agreement from parent(s)/guardian(s) and staff member(s). Students and staff will maintain adequate social distancing. Administration will be notified any time this grouping occurs and is responsible for ensuring compliance.

- c. Staff will make reasonable attempts to help students learn routines and reinforce expectations for social distancing, handwashing, hand sanitizing, and mask wearing, but the administration will be responsible for ensuring compliance.
- d. Students will be assigned to one indoor classroom. Every effort will be made to keep these cohorts static.
- e. Bathrooms will be designated and assigned to certain cohorts of students and staff with clear signage.
- f. Students will use outdoor classroom doors whenever feasible to limit the number of students in the hallways.

5. If a change to a teaching assignment becomes necessary, staff will be notified as soon as possible

LEVERETT EDUCATION ASSOCIATION

Lesley Gray  
Alyson Bull

DATE: 4/8/2022

LEVERETT SCHOOL COMMITTEE

Amy Cohen

DATE: 4/11/22