

**Memorandum of Agreement (MOA)**  
**COVID-19 Pandemic Plans for 2020 - 2021**  
**October 9, 2020**

This Memorandum of Agreement (MOA) is among all units of the Lexington Education Association (LEA), the Administrators of Lexington Association (ALA), and the Lexington Public Schools (LPS).

1. **AN ONGOING COMMITMENT TO COLLABORATION.** The LEA, the ALA, and the Superintendent, acting on behalf of the Lexington Public Schools, recognize that public schools provide essential services to the communities they serve. We will continue to work collaboratively to resolve issues and engage in frequent and ongoing communication about the developing pandemic.
  - a. Unless specifically modified herein, all terms of the parties' applicable collective bargaining agreements (CBA) remain in effect.
  - b. This agreement remains in effect beginning at the start of the 2020-2021 work year and for the duration of the COVID-19 state of emergency or at the conclusion of the 2020-2021 work year, whichever occurs first. If the state of emergency still exists as of end of 2020-2021, the parties agree to reconvene to review the terms of this agreement and discuss possible modifications to be effective as of the 2021-2022 work year.
  - c. There are many uncertainties and unknowns related to the pandemic. If necessary, the parties agree to reconvene and revisit the language in this Memorandum of Agreement in order to develop solutions to problems.
  - d. This agreement will not set a precedent for future years.

**2. HEALTH AND SAFETY.**

- a. COVID-19 Testing.
  - i. The parties recognize that the lack of access to affordable, timely testing for symptomatic or exposed individuals is an impediment to the effective functioning of the schools, and it may cause staffing absences that result in the closure of school buildings. The District will work with the Board of Health to create an option for staff to have access to no-cost, timely testing when they are either symptomatic or exposed to someone who is COVID-positive.
  - ii. The parties recognize that children with COVID are both infectious and often are asymptomatic, meaning that tools like the Attestation Form and other screenings based on symptoms may be of limited use. Without population-level screening, there is no way to assess the prevalence of COVID in our schools. Therefore, the District will explore options such as pool testing, sewage testing, and random sampling as a way to monitor the health of the community *en masse*.

- iii. The District will provide the LEA and ALA with regular updates on the progress of developing any testing programs and a summary of the new cases within the schools.
  - iv. The parties agree that contact tracing and the identification of a “close contact” are the purview of the local Board of Health and accurate communication is vital; therefore, employees who are placed in quarantine shall not initiate outreach to students, colleagues, or families to identify them as potential close contacts.
- b. LPS Safety Precautions. LPS has addressed many protective factors, such as an early school closure in March and engaging engineers and the local Board of Health in aggressive measures for air quality assessment, the early acquisition of Personal Protective Equipment (PPE), establishing a norm of six (6) foot social distances, mandatory masks, K-12, the development of a Community Compact to encourage a shared commitment to safety, and a classroom quarantine protocol.
  - c. In addition to the safety precautions established by the District, a team worked to develop the [LPS Back to School Blueprint](#), including a section entitled, “Your Health and Well-Being” (see pg. 32). Another relevant resource that addresses health and safety protocols is the “[LPS Staff Reference Manual](#)” for Fall 2020.
  - d. Staff will be provided with cleaning wipes or spray bottles of cleaning solution and appropriate training for using them. Staff will be expected to spray or wipe shared space and materials before they vacate the space.
  - e. Staff will wear masks whenever they are in a room with another person (student or staff). If staff are in a room without another person, they do not have to wear a mask. The instant someone enters the room, the staff member will don a mask. The building leaders will make private spaces available for staff to do video-conferencing without masks; however, staff must be cognizant of modeling mask-wearing for children and endeavor to not be mask-free while within sight of students.
  - f. Staff who work with students are provided with face shields and are urged to wear their face shields when their jobs require them to be within three feet of another person.
  - g. In the absence of a protective factor, such as a student with disabilities who cannot wear a mask, the District will explore additional protective factors to compensate, such as opening windows, added filtration, a N95/KN95 mask (or a comparable product), and room-based filtration (e.g., HEPA filter).
  - h. Staff schedules, especially for hourly staff, will allow for short mask breaks at least every two (2) hours. We encourage staff to advocate for their needs, and we agree that colleagues will work together to assure the breaks happen.
  - i. We have bathrooms that are used by Special Education.
    - i. The bathrooms used for this work will be equipped with HEPA filters.

- ii. The bathrooms used for this work will have a shelf, out of student reach, with appropriate cleaning supplies.
- iii. Staff who support students in bathrooms for extended periods will be provided with KN95 masks and access to gloves and disposable gowns for their bathroom work. Bathrooms will be equipped with appropriate disposal receptacles for used PPE.
- j. Faucets with water-saving timers will be adjusted to allow warm water to run for at least 60 seconds. Hand sanitizer will be provided if this is not possible.
- k. Outdoors/Canopies - educators are encouraged to take their classes outdoors for a class or to eat lunch. Flame-retardant canopies may be available and are permitted on school grounds.
- l. Translation of important documents: parties agree that information about Health and Safety will be translated in a way that is accessible to our families.
- m. Health and safety training will be provided to all staff and students who join LPS after the start of the year training were completed.
- n. For Unit C and Unit D employees who work a full remote day, a 15 minute relief period will be provided in the morning and an afternoon relief period of 15 minutes may be taken.
- o. Health and Safety JLMCs
  - i. In each building, the school nurse will be the COVID point person. The Assistant Superintendent for Finance and Operations will serve in that role for the Central Office building.
  - ii. In each building, the school nurse, a building administrator, and interested staff members will convene a building-based Health and Safety Working Group at least once a month during the COVID emergency.
  - iii. A district-wide Health and Safety Committee will consist of the Director of School Health Services, the Assistant Superintendent for Finance and Operations, and at least one educator representative from each building's team. The district-wide Health and Safety Committee will meet no less than once a month during the COVID emergency.
  - iv. LPS will regularly share data with the LEA and ALA and alert the LEA and ALA about issues regarding
    - 1. The stock of PPE and sanitation supplies
    - 2. Rooms or buildings with HVAC concerns

### **3. WORK YEAR**

- a. All staff will be paid for their contractual days and hours for FY 21.
- b. The student year will be no more than 171 days.
- c. Sept 1, 2, 3 and Sept 8, 9, 10, 11 will be staff COVID-19 work days.
- d. The three remaining COVID-19 work days will be reserved as a preparation day for switching instructional modes (i.e., remote, hybrid, full return). At the end of the year, if any COVID-19 work days remain, they will be used for reflection and preparation for the following year.
- e. All adult meetings will be held remotely, or, on occasion, they may be held in small, socially distanced, groups that meet outside upon mutual agreement of the participants.
- f. Required faculty and department meetings will be conducted remotely and may only be held during Monday meeting time and Professional Learning days.
- g. Snow Days
  - i. When in-person instruction occurs (i.e., when we are in hybrid mode or full return mode), snow days will be conventional snow days (i.e., no instruction on the day, the day added to the end of the year), unless they can be called before noon on the preceding instructional day. If cancellation is before noon, instruction will be delivered remotely.
  - ii. When there is no in-person instruction (e.g., when we are in full remote mode), weather emergencies will be an instructional day.
    - 1. In the event a staff member loses power or internet access during a storm, they will inform their supervisor, and the supervisor will arrange for an asynchronous activity to be posted.
    - 2. Students who experience a power failure or internet outage will be allowed to make up the missed work.
    - 3. In the event that a weather event occurs that would have closed school during remote learning, members of Unit C and Unit D who are eligible for paid, two contractual snow days will get compensated for the snow day, in addition to the day of work.
- h. 12 month employees covered by this agreement (ALA, Unit D, Tech) may carry an additional ten (10) unused vacation days from FY21 into FY22.

### **4. WORK DAY**

- a. Friday afternoons are for planning and communication to families; the time is in addition to regular discretionary time, not instead of it.

- b. If we are in hybrid mode, staff who do not have in-person expectations are not required to stay in the building. If we are in remote mode, staff will have access to the buildings for supplies or to complete their work responsibilities.
  - c. Remote staff will have access to the building as needed.
  - d. Whenever feasible, staff (e.g., classroom teachers, Unit C, and SSPs) who share working spaces will be provided with an alternate place to go when another staff member is using shared space (e.g., lunch, prep spaces that are student-free). Although space is limited, principals will do their best to address this at the building level.
5. **SUBSTITUTES.** Especially during the COVID-19 pandemic when we are asking employees to stay home if they feel unwell, there will be a need for short-term and long-term substitutes.
- a. Long-term substitute positions: The parties agree that these positions will be filled by posting and hiring additional staff members. In the event that an internal transfer is needed to fill a vacancy that will span weeks to months, but less than the full school year, existing contractual compensation agreements will be followed and extended to the middle school. Volunteers for long-term substitute positions will always be sought first.
  - b. Short-term substitute positions: The District will secure 30 substitutes at a premium pay rate. In addition, the District will hire full time, benefits eligible staff from the existing part time staffing pool to serve as building-based substitutes. These building-based substitutes will be assigned to individual buildings.
  - c. Seeking volunteers from Units C and D: In the event that there is insufficient coverage from the 30 established substitutes and the additional FTE for part-time staff, the District will:
    - i. Seek volunteers from Units C and D who will be compensated an extra \$10/hour, regardless of the length of their substituting assignment.
    - ii. Make every effort to ask volunteers to substitute within the populations and classes to whom they have already been exposed, unless there is a student safety concern that requires immediate coverage.
    - iii. Endeavor to schedule substitutes and Student Support Personnel “SSPs” by grade, and then assign volunteers to substitute for that grade.
  - d. Seeking volunteers from Unit A and administrators: In the event there is insufficient coverage from the established substitutes and Unit C and D, volunteers will be sought from Unit A and administrators, including from remote staff who do not have a remote accommodation. Volunteers will be compensated an extra \$10/hour.
  - e. Whenever possible, building-based administrative assistants who manage sub coverage will seek the volunteers, not administrators.

- f. Staff may be called on to involuntarily substitute no more than once every two (2) weeks. All staff involuntarily assigned to substitute will be compensated \$10/hour in addition to their regular pay for this time.
- g. In the event there is not sufficient staff to safely staff all of the student spaces, the district will close the building.
- h. Educators who are providing remote interactions with students also will have days when they are unavailable. They should (a) follow district procedures around reporting absences; and (b) have asynchronous plans available that students may complete independently or that may be facilitated by a substitute, should one be assigned ; or (c) ask a colleague to cover their synchronous class if they so choose.

## **6. HIGH SCHOOL - REMOTE TEACHER COVERAGE DUTY**

- a. Due to the high school's hybrid schedule, there is a need for a COVID-specialized duty: the in-person supervision of students whose teacher is remote.
- b. While this year's high school schedule is different than in other years, its base model of 8 classes that meet four times a cycle for a total of 32 unique "blocks" that repeat with some periodicity - this year on a four week rotation. While there is no language in the Unit A contract about blocks, in previous schedules, a general educator who has no more than 20 student-facing blocks in a week, and a special educator who has no more than 17 student-facing blocks in a week, will likely have sufficient discretionary time in their week to meet the contractual requirements. Because this year's schedule reduces direct instructional time, but does not change the length of the school day, hybrid Unit A educators may be assigned to additional blocks and still have sufficient discretionary time in their week.
- c. The District will first assign Remote Teacher Coverage Duty to general educators whose schedules include less than 20 student-facing blocks and to special educators whose schedules include less than 17 student-facing blocks, to bring their student-facing blocks up to 20 and 17 blocks respectively. Part-time staff will have their block-expectations prorated. (e.g. a .5 educator may be expected to have 10 student-facing blocks.)
- d. Next, the District may assign Remote Teacher Coverage Duty to all hybrid Unit A members for no more than 540 minutes per 4 week rotation. 540 minutes is equal to the time for the 8 in-person meetings that each class has per 4 week cycle. Part-time staff will have their Remote Teacher Coverage Duty prorated.
- e. Students in a covered class are not counted as part of the covering educator's student load.
- f. This supervisory responsibility is not considered a substitution; it may only be used if this duty is required for all blocks of in-person class meetings in a four week cycle. Staff are expected to be the adult in a room who monitors for safety and provides minimal support or assistance, but they are not expected to be an instructor or assistant in the class.

- g. Every effort will be made to equitably distribute this duty. The Administration will try to keep the number of blocks staff are assigned to be in classrooms with students as equitable as possible, in order to keep overall student exposures lower. Staff whose regular caseloads are large (e.g. large ensembles, P.E., Health, etc), will not be assigned this duty, unless no other options exist.
- h. Remote teachers, who cannot do this duty, will provide remote extra help during the 1:10-2:00 block, for no more than 10 Mondays through Thursdays in a 4 week cycle. These extra help sessions will be available to all students.

7. **PRE-K, ELEMENTARY, AND MIDDLE SCHOOLS - WORK DAY.** While the regular contractual expectations around work day (e.g., duty-free lunch, duties before and after the school day, and with health, safety, and well-being in mind) remain in place, the parties agree that during these uncertain times, staff may be called upon occasionally to perform additional duties.

- a. Pre-K and Elementary Unit A educators will get the contractual 180 discretionary minutes per week.
- b. Middle Schools Unit A educators will get at least 450 discretionary minutes per week.

#### 8. **COVID-19 RELATED LEAVE**

- a. **No Symptoms** - An employee who is required to quarantine, or care for someone who is required to quarantine, but that employee is not symptomatic will work remotely. While a doctor's note releasing a staff member to return to work is preferred, the District understands that this may not be possible in all situations. Staff members who complete a fourteen-day quarantine and remain free of COVID-19 symptoms or have a doctor's note clearing them to work may return to the buildings. In the event that the staff member has an exposure through work, the District will reimburse any costs for COVID-19 testing.
- b. **Symptoms** - Staff who are symptomatic will be directed to seek a medical diagnosis from a health care provider. In order to return to work, they will be required to produce a doctor's note, or complete a fourteen-day quarantine. (Staff who test COVID-positive need only complete a ten-day quarantine provided they are symptom free and fever free after ten days.) In the event that the staff member has an exposure through work, the District will reimburse any costs for COVID-19 testing and if the staff member turns out to be COVID positive, the District will reimburse the cost of any copays or deductibles for their treatment that is not covered by health insurance.
  - i. If staff are able to work, they will work remotely.
  - ii. If staff are unable to work, they will be placed on paid administrative leave.

9. **SICK LEAVE BANK.** There are two LEA "sick banks"—one is a combined sick bank for Units A, D and Tech, and the other is for Unit C. Effective with the start of the 2020 school year, we will combine the two sick banks into one bank.

- a. All Unit C members who have been employed by the district for less than three years will be required to donate the equivalent of one of their workdays to the sick bank. Any “sick hours” in the existing Unit C bank will be added to the “sick days” in the Unit A/D/Tech bank. After that, the sick bank will operate as set forth in the Unit A contract.
- b. In the event that the ALA or the combined LEA Sick Bank is exhausted during this school year, the parties agree all members will donate the equivalent of one of their workdays and the district will contribute an equal amount of time as the combined membership donation.
- c. Unit C members who were hired during FY20 will be allowed to roll over their sick days into FY21.

**10. FAMILY MEDICAL LEAVE ACT (FMLA).** All employees who have worked for at least 30 days are eligible for FMLA leave under the CARES Act. In the event that the CARES Act is not renewed, the parties agree to specifically negotiate this provision if there is no renewal by the federal government. The parties also agree to specifically negotiate next steps for employees who have exhausted their FMLA-type leave and continue to be unable to return to work.

**11. CARE FOR EMPLOYEE’S HEALTHY DEPENDENT DUE TO COVID-RELATED SCHOOL CLOSURES.**

- a. The parties agree to work together to continue to explore on-site daycare options for employees with healthy dependent children who need supervision due to COVID-19 related school closures.
- b. The parties agree employees will be able to access Emergency Family Medical Leave Expansion Act (EFMLEA). In order to be eligible for EFMLEA, staff must attest to one or more of the following conditions, necessitating the need for said leave: (1) the child’s school or place of care closed due to COVID-19; (2) the unavailability of child’s regular care provider due to COVID-19; (3) no other suitable person is available to care for the child; and/or (4) special circumstances exist requiring the need for leave to care for a child ages 15-17.
- c. The District will approve intermittent EFMLEA requests.
- d. In the event that the CARES Act is not renewed, the parties agree to specifically negotiate this provision if there is no renewal by the federal government.
- e. Employees may supplement their pay up to two-thirds of their per-diem when using either personal or sick days. If an employee is using EFMLEA, they must first use personal days to supplement the EFMLEA pay; when their personal days are exhausted, they may use their sick days.
- f. If the Town offers daycare for employees and there is space available, the District may discontinue the use of personal and sick days to supplement the employee’s pay for up to two-thirds of their per-diem through EFMLEA.



- g. Job Share: In the event that two employees can coordinate a job-share arrangement that leaves no gap in service for students, the District will allow these creative arrangements, so long as the two employees come to an agreement that only one employee gets health care benefits.

**12. FURLOUGH.** In the unlikely event there is a need to reduce staff during the 2020-2021 school year, staff will be furloughed instead of laid off, and they will retain their benefits through the end of the fiscal year. The District will not contest any unemployment claims from furloughed workers.

**13. ELEMENTARY CLASS SIZE.** The existing contractual language regarding class size will be followed; however, due to the changing nature of student and staff assignments, the parties agree that flexibility and collaboration at the building-level is necessary. Article XIII of the collective bargaining agreement sets the following conditions for class sizes:

	<b>K</b>	<b>1</b>	<b>2-5</b>
Article 13 A - The SC will make every effort to maintain the following class sizes...	18	22	24
Article 13 D - If exceeds the maxima, 2 hours aide per day will be provided...	20	24	26
Article 13 D - If exceeds 20% above the maxima, classes will split...	24	28	31

In addition to the language identified above, the parties agree to utilize one or more of the strategies set forth below:

- a. Assign an overmax aide (or additional hours/classroom support, if mutually agreed upon) as defined in the contract.
- b. The District will engage licensed staff to teach when necessary (e.g., math and literacy coaches/specialists, librarians, certified instructional assistants, etc.).
- c. Identify other remote classrooms across the District where there is space available and reassign students to a new teacher/school.

**14. STIPENDS.** The parties agree that sports, extra- and co-curricular activities are vital to our students' social and emotional health and well-being; therefore, the stipends outlined in the contract will be issued during the 2020-2021 school year, provided that the activity or sport in question can be practiced safely and effectively either in-person or remotely.

**15. EMPLOYEE RETENTION.** The parties recognize that the COVID-19 pandemic has created a significant change in working conditions, which the parties hope will be temporary. Furthermore, the parties are committed to working together to retain our valued staff.

- a. The following opportunities are available for staff who are at high risk and/or have child care needs.

- i. Educators who “are at increased risk” or who “might be at increased risk”, as defined by the Centers for Disease Control (CDC), would be eligible for leave under Families First Coronavirus Relief Act (FFCRA) and Family Medical Leave Act (FMLA).
  - ii. Educators with a household member who “are at increased risk” or who “might be at increased risk,” as defined by the CDC and as a result the educator would be eligible for leave under FFCRA and FMLA.
  - iii. Educators with a child care issue due to COVID-19 related closures, would be eligible for leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA).
- b. The District created a process to review requests for a remote placement by staff, based on the Americans with Disabilities Act interactive process. This process starts with an employee in one of the three categories above presenting documentation of their need with recommendations of accommodations to the employer. The employee then has a conference with the Director of Human Resources who, with the input of District counsel, makes a decision. Employees for whom the Director of Human Resources is unable to find a reasonable accommodation may appeal the decision to the Superintendent.
- c. In the event the District cannot provide a reasonable accommodation for an employee with a documented disability, the employee may be eligible to take leave under FMLA. Employees in this category will be allowed the option to keep their District-provided devices through their leave.
- d. Letters of recommendation are critical for students. If staff on leave need a device to complete this task, they will be able to get one.
- e. The District created classes of remote-only students for grades preK-8. These classes are staffed (1) with staff who have a remote accommodation, or (2) staff who were granted a remote placement through the “Principal Determined Remote Assignment” process outlined in this [protocol](#).
- f. Staff who have a desire to work remotely and are willing to work in grade spans or buildings other than their current assignment should notify the Superintendent in writing.
- g. The District will create a remote 0.25 - 0.5 middle school team in order to reduce team sizes. Educators from all grade-spans who are currently on leave will have an opportunity to apply.
- h. We commit to continue to discuss the creation of differentiated work options, interdisciplinary work options, options that integrate staff from across the district, co-teaching pairings, flipped classroom models, educational testing specialists, break-out room support positions and more educationally sound remote and in-person learning through creative schedules and student groupings. These conversations will prioritize the assignment of remote work as available to members in the above groups ([ideas](#)).

16. **TECHNOLOGY.** All staff will be provided with appropriate, functional technology to complete their remote and in-person responsibilities. (e.g. laptops, elmos, cameras, headsets, monitors, tablets, etc.).
17. **STAFF MOVES.** If there is a need to reassign staff to a position different than their expected work assignment for longer than a month or more than 90% of the school year:
- a. Volunteers will be sought before involuntary moves are made.
  - b. Moves into or within Unit A will be provided with a \$500 supply budget, consistent with current language in the collective bargaining agreement.
  - c. Any preK-8 educator assigned to a grade level they have not taught in the last (3) years will be offered a mentor.
  - d. Anyone working outside of their license or under a new license will be provided a mentor.
  - e. Anyone working outside their license will not be required to get the new license this year.
  - f. If the new position has a higher rate of pay, the staff member will be paid at the higher rate.
  - g. If the new position has a lower rate of pay, the staff member will retain their regular rate of pay.
  - h. At the end of the year, staff will be returned to their pre-COVID expected work placements and school.
  - i. No moved staff may be placed on a Directed Growth Plan (or the equivalent).
  - j. Staff assigned to the remote work but not otherwise moved will return to their pre-COVID expected work placement and school at the end of the school year.

**18. SPECIAL EDUCATION**

- a. The Special Education Joint Labor Management committee will meet monthly (instead of quarterly) for the duration of the COVID emergency. The SPED JLMC will be expanded to include ALA members, as well as LEA and administrators.
- b. SPED services delivered outside the school buildings will be done by LEA volunteers. The District is required to provide special education home services through a student's Individualized Education Program (IEP). To the extent possible, the District will provide services in the school building. If a staff member is uncomfortable with delivering services at home, special education administrators will work with the teacher and families to arrange for in-person services to be provided at school or some other mutually agreed upon location (e.g. outside the home, outdoor park, etc.).
- c. Special education teams will regularly review the placement of those students identified as "high needs" who attend the every day program to assess if this placement continues to be appropriate for the student.

19. **ITINERANT STAFF.** Every effort will be made to provide all itinerant staff (i.e. those staff providing district-wide services) with a home building. Staff will limit in-person services to no more than two buildings. Wherever feasible, itinerant staff will have the option to deliver services to other building(s) remotely. If the district is unable to provide HIPAA and FERPA (i.e. requiring

confidential, private space) compliant workspace, staff may work from a private/confidential space at home.

20. **TUTORING.** Staff are referred to the [Public School Teacher FAQs on the Conflict of Interest Law](#) and are strongly discouraged from accepting privately arranged tutoring jobs from Lexington Public School students.

21. **SUPERVISION AND EVALUATION.** The demands of educating students during a pandemic are much greater on all staff than the demands in pre-COVID times. While the parties recognize the value of feedback to employees, the contractually negotiated supervision and evaluation processes are both arduous and require additional in-person interactions that we are attempting to reduce to minimize the health and safety risks for students and staff. During the pandemic, providing our students the best possible education is paramount. In order to prioritize the education of students, we agree to the following modifications:

**a. LEA Units C, D, and Tech**

- i. For employees not yet past their contractual probationary periods, employees who have never been evaluated and employees for whom the supervisor has concerns, the supervisors will utilize the appropriate contractual tools.
- ii. All other employees will have at least one one-on-one conversation with their supervisor about their work and areas of growth to consider, in lieu of a formal evaluation. Conversations should be at least 5-10 minutes in length.

**b. LEA Unit A and ALA**

- i. Employees not yet past their probationary periods (Developing Educators/prePTS and Developing Administrators) will be evaluated utilizing the contractual tools except
  1. Employees and supervisors will focus on the State's recommended [Focus Indicators](#), instead of the entire educator evaluation rubrics.
  2. Employees will provide seven (7) pieces of evidence by the end of the school year, including one per focus indicator and one for the goal. Half the evidence will be due by the formative assessment. If they need it, supervisors may request additional evidence, but they must tell the employee why the additional evidence is needed. Employees will be given at least two (2) weeks to comply with the request.
  3. Employees will create either a "Professional Practice Goal" or a "Student Learning Goal" in collaboration with their evaluator.
  4. Employees will be observed at least four (4) times over the course of the year with at least one (1) announced observation. Observations must be at least 10 minutes in length. In-person observations will be no more than 12 minutes. At least two of the observations will be completed before the formative. Supervisors may request recordings of remote sessions in lieu

of a “live observation,” but at least two (2) “live” observations will be conducted. “Live” observations may be in person or may be remote.

- ii. Employees past their probationary period (PTS, Experienced Administrators) for whom the supervisor does not have concerns will engage in the following supervision and evaluation process:
  1. Employees will create either a Professional Practice Goal or a Student Learning goal in collaboration with their evaluator.
  2. Supervisors may observe employees and provide feedback.
  3. At the end of the school year, employees will have a conversation with their supervisor about their goal and the employee will be rated overall as proficient.
  4. Evaluators who have a concern with an employee past their probationary period and are considering a Directed Growth Plan for the ‘21-22 school year will:
    - a. Inform the employee by February 15, 2021.
    - b. Complete section (iii) below for these employees.
    - c. Employees working outside their licensed area because of a transfer needed due to educating during a pandemic are exempt from section 4.
- iii. For employees past their probationary period for whom the supervisor has concerns:
  1. Employees will be notified by February 15, 2021 that there are concerns and the nature of those concerns.
  2. Employees will work with their supervisor to modify their goal for the year.
  3. Employees will be observed at least three (3) times.
  4. The employees will provide evidence of their progress towards addressing supervisor’s concerns in the spring.
  5. If the supervisor is satisfied with the employee’s effort, they will be rated overall proficient. If the supervisor is unsatisfied with the employee’s effort, they may place the employee on a Directed Growth Plan for the ‘21-’22 school year.
- iv. Those who start the ‘20-’21 school year on a Directed Growth Plan will continue on the Directed Growth Plan as described in the contract.

22. **KEY METRICS.** The parties agree that the Superintendent will continue to rely on the local public health experts to make decisions about the opening or closing of schools during the pandemic. The parties acknowledge that a variety of key metrics will be used to determine the best course of action related to the ability to offer in-person education to students.

- a. As outlined in this [document](#) created by the Harvard Global Health Institute, key metrics for COVID-19 suppression must include: (1) the number of positive cases; (2) the number of hospitalizations; and (3) the number of deaths.
- b. Trends in the data (e.g. a pattern of high positivity rates for a period of weeks) will be used to determine the most appropriate course of action for the District’s ability to offer in-person schooling.
- c. Table 1 shows some of the factors that contribute to decision-making relative to what models of teaching and learning are most appropriate during the COVID-19 pandemic. Table 1 represents a spectrum of models of building use. As the pandemic evolves, the parties agree that we may shift across the spectrum.

Remote	(1) 100% remote, buildings closed.	When appropriate: <ul style="list-style-type: none"> <li>● Massachusetts is experiencing ten (10) or more COVID-19 cases per 100,000 people (<a href="#">reference</a>).</li> <li>● PPE (e.g., soap, hand sanitizer, masks, etc.) is unavailable to staff and students.</li> <li>● Pandemic-resilient teaching and learning spaces are not achieved. (e.g. there is not adequate ventilation)</li> </ul>
	(2) 100% remote, buildings open for staff access.	
Hybrid	(3) Vulnerable Populations. Students who need the greatest support (e.g., students with disabilities, students deemed “at risk,” PreKindergarten students, etc.) will receive in person services. Services may be offered daily for a full day, some days for partial days or targeted appointments for specific services. All other students learn remotely.	When appropriate: <ul style="list-style-type: none"> <li>● Massachusetts is experiencing 2-9 COVID-19 cases per 100,000 people (<a href="#">reference</a>).</li> <li>● There is no evidence of transmission in the school buildings</li> <li>● Appropriate PPE (e.g., soap, hand sanitizer, masks, etc.) is available to staff and students.</li> <li>● Pandemic-resilient teaching and learning spaces are achieved.</li> <li>● The Building and District Health and Safety committees are meeting monthly to identify and resolve problems.</li> </ul>
	(4) LexConnect - Vulnerable students receive full or part time services. Other students will be selectively invited to campus, on some dates, but learn remotely on most days.	
	(5) Full Hybrid: Vulnerable students receive services daily	

	and attend full or part days. All other students participate in a week of in-person instruction, followed by a week of remote instruction. A subset of students are on campus at a given time to facilitate de-densification.	
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- d. In the event that Massachusetts COVID-19 rates drop below two (2) cases per 100,000, the parties agree to meet to discuss what a full return to the school buildings may look like.
- e. Table 2 shows how the progression described in Table 1 was applied to the start of spring to fall of 2020.

Table 2: An Overview of the Opening of the School Year		
Remote	(1) 100% remote, buildings closed.	March-June 2020
	(2) 100% remote, buildings open for staff access.	July-August 2020
Hybrid	(1) Vulnerable Populations. Students who need the greatest support (e.g., students with disabilities, students deemed “at risk,” PreKindergarten students, etc.) participate in a partial week, part day in-person learning experience.	Week of September 8
	(2) LexConnect - A Student Orientation Focused on Health, Safety, and Well-Being. Students in grades K-12 will attend in-school part-time for the purpose of acclimating to how to learn safely during a pandemic. Educators will have an opportunity to reconnect with students and provide targeted hygiene and SEL instruction. Students will participate in remote education on days when they are not involved in LexConnect.	September 14-October 9
	(3) Full Hybrid: All students will participate in a week of in-person instruction, followed by a week of remote instruction with only a subset of students on campus at a given time to facilitate de-densification.	Starting October 13

For the Committee	For the Lexington Education Association	For the Association of Lexington Administrators
Kathleen Lenihan	Avon Lewis	Eamonn Sheehan
Date:	Date:	Date: