

**MEMORANDUM OF AGREEMENT (MOA #4)  
COVID-19 PANDEMIC PLANS FOR 2021 - 2022  
SEPTEMBER 2021**

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 are proud of our partnership in service to our students, and we 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 (CBAs) remain in effect.
  - b. All provisions in this agreement will expire at the end of the 2021-2022 school year, unless otherwise agreed to or specified in this document.
  - c. This agreement will not set a precedent for future years.
  
2. **Health and Safety** - the District's approach to health and safety involves layered mitigation measures that help stop the spread of SARS-CoV-2.
  - a. **Masks:** All students, staff and visitors to the LPS buildings will wear a well-fitting mask inside school buildings as directed.
  - b. **COVID-19 Testing:** LPS is utilizing a variety of COVID-19 testing strategies this year. All staff will participate in testing during their work hours as directed.
  - c. **Ventilation:** LPS will continue its practice of enhanced ventilation, utilizing multiple means of monitoring room CO2 levels. This section documents some features of the enhanced ventilation system in the Lexington Public Schools. In the event that the district needs to change any of these practices, the parties will discuss the needed changes.
    - i. Dampers and fans set to bring in maximum amounts of fresh air;
    - ii. Ventilating the buildings from two hours before school begins until two hours after school ends;
    - iii. MERV11 and MERV13 filters will be used on building air handlers and changed four times a year;
    - iv. Air quality in buildings will be closely and proactively monitored (e.g., when a building reaches 800 PPM, which is still considered safe), HVAC personnel will inspect the increasing CO2 levels and examine ways to improve the air quality of the building;
    - v. Staff may submit requests to the building principal for air quality data for their spaces, and the building principal will submit to the Assistant Superintendent for Finance and Operations.
    - vi. The district will provide HEPA filters and place them in rooms where CO2 levels indicate ventilation is not providing sufficient air exchanges.
  - d. **COVID-19 Leave:** One of our core values is to "care for yourself and others," and granting employees who are affected by COVID-19 the peace of mind to care for family during a pandemic is a way for us to live this value. Furthermore, LPS's culture of "powering through" infirmity is inconsistent with good public health practice. Therefore, with proper documentation, each staff member will be permitted to take COVID-19 Leave if they are required to be absent from school due to their own symptoms, a COVID-19 exposure, or to care for a dependent who is either symptomatic or exposed. The Superintendent (or her designee) reserves the right to review and deny any employee requests for more than one COVID-19 Leave. If staff are able to work remotely while they are on COVID-19 leave, they will do so.

- e. **Staff outside the Building:** Staff may leave the buildings for food or drink during their unscheduled times.
- f. **Mask Breaks:** 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 breaks happen.
- g. **Health and Safety Training** will be provided to all staff and students new to LPS, and to any staff and students who wish to join planned training sessions throughout the year.
- h. **Health and Safety Joint Labor Management Committee (JLMC)**
  - i. In each building, the school nurse will be the COVID-19 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.
  - 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 once a month and more if necessary.
  - iv. LPS will continue to share data regularly with the LEA and ALA, alerting them to issues regarding:
    - 1. Limited PPE and sanitation supplies
    - 2. Rooms or buildings with HVAC concerns
    - 3. COVID-19 cases and vaccination progress
    - 4. Ongoing changes to protocols protecting student and staff health
- i. **Large Group Meetings**
  - i. All staff members are expected to report to work in-person. At this point, the evidence suggests that masks + vaccinations + ventilation = safety for indoor in-person meetings.
  - ii. Large group gatherings are permitted, provided staff members wear masks and do not exceed the room's planned operating capacity.
  - iii. Remote meetings are another safe, effective, and convenient way to hold a meeting, and may be a format utilized at the discretion of the supervisor. Any supervisor who chooses to hold a meeting remotely will ensure that any staff member required to attend will be provided a device in order to access the meeting virtually.
  - iv. Back to School Night and Parent Conferences will be held remotely. Staff who do not have assigned devices and are required to attend these events will be provided devices for the purpose of participating in these meetings.

3. **COVID-19 Vaccination** - This section replaces Section 6 of MOA II and Section 2 of MOA III and has no expiration date.

- a. **COVID-19 Vaccines are a Condition of Employment.** All LPS employees must be vaccinated against COVID-19, unless they have an approved religious or medical exemption.
  - i. By October 1, 2021, all existing employees must have their first dose of their COVID-19 vaccination and they must be fully vaccinated within one month.
  - ii. New employees have one month from their date of hire to be fully vaccinated.
  - iii. If an unvaccinated employee has tested positive for COVID-19 within the past 90 days and cannot yet receive the vaccine due to treatments or complications, the reason for the delay in vaccination must be documented with a doctor's note that includes the dates of illness. Such employees will be responsible for documenting their vaccination as soon as medically possible and wear a mask in the meantime.

- iv. If an exemption is granted, the individual is required to submit evidence of a weekly negative COVID-19 test that each school is offering for free this year. If State funding for testing goes away, employees will submit evidence of a negative COVID-19 test at their own expense.
- b. **COVID-19 Vaccine Leave.** Employees shall be granted one (1) day of paid “vaccine leave.” Part-time employees shall be given vaccine leave on a pro-rata basis according to the average number of daily hours worked during the preceding pay period, but in no event will they receive less than four (4) total hours of paid leave for each dose.
  - i. Employees must obtain pre-approval to take this leave, which will be granted conditionally.
  - ii. If the employee presents proof of receipt of a dose of the COVID-19 vaccine, the leave will be approved.
  - iii. If the employee does not provide proof within 10 working days, the leave will be drawn from the employee’s existing annual leave.
  - iv. Following the day of COVID-19 vaccine leave, if an absence is necessary, the employee may use existing sick leave as necessary in accordance with existing leave policies.
- c. **Proof of COVID-19 Vaccination.** To establish that employees have received the COVID-19 vaccine, they will need to produce only a copy of the immunization record they received when vaccinated or an equivalent document obtained from the entity administering the vaccine. If the immunization record provides any other information pertaining to the employee’s health condition, the employee may redact that information on a copy of the immunization record. The vaccination record must include the following information:
  - i. Name of the employee;
  - ii. Following the [interim guidance](#) from the Centers for Disease Control and Prevention, employees vaccinated outside the United States must get vaccines approved by the World Health Organization and provide the date the vaccine dose was administered; employees vaccinated inside the United States must get vaccines approved or authorized by the Food and Drug Administration and provide the date the vaccine was administered;
  - iii. Name of the vaccine administered.
  - iv. If the immunization record provides any other information pertaining to the employee’s health condition, the employee may redact that information on a copy of the record. The record must include the name of the vaccine that was administered;
  - v. This agreement covers only the initial one- or two-dose vaccine regimen. The parties agree to re-open discussion about required boosters or changes to vaccine schedules.
- d. **Exemptions:** The employer will comply with federal and state law in attempting to accommodate individuals who seek a medical or religious exemption.
  - i. **Medical.** Employees declining the COVID-19 vaccine for medical reasons must complete a [LPS COVID-19 Vaccination Medical Exemption Request Form](#). Medical exemptions must be verified in writing by a licensed physician. If an individual raises a medical basis for an exemption, the District will follow the interactive process outlined by the Americans with Disabilities Act (ADA). The District must determine if the employee has a qualifying disability under the ADA and if an alternative accommodation can be offered. The form must be completed and signed by a licensed healthcare provider. The district will reference [the CDC’s current guidance](#) in assessing the requested exemptions presented by employees.
  - ii. **Religious.** If employees decline the COVID-19 vaccine for deeply held religious reasons, they must complete a [LPS COVID-19 Vaccination Religious Exemption Request Form](#), explaining their religious objection to vaccination.

#### 4. Remote and Hybrid Teaching and Learning Models

- a. Back to School Night and parent conferences will be held remotely. Staff who do not have assigned devices will be provided devices for the purpose of participating in these meetings, as needed.
- b. If it becomes necessary to switch instructional modes to hybrid or remote, the 2020-2021 MOAs I, II and III will provide a baseline model for working conditions, which will be reviewed and modified if necessary.
- c. Student Absences.
  - i. In the event a student is absent due to a documented medical leave, their educators will provide work for them to complete at home and, at a minimum, non-interactive, audio-only access to daily instruction. If the student's educators are able to provide video and interactive experiences, they may do so at their discretion.
  - ii. LPS's culture of "powering through" infirmity is inconsistent with good public health practices, especially during a pandemic. Students (and staff) who are experiencing any COVID-19 like symptoms will stay home. LHS students who participate remotely via audio as mentioned above will be considered absent by State standards (unless quarantined and participating at least half the day), but will not be considered absent with respect to the LHS "N policy."

#### 5. Substitutes:

- a. **Unit A** - Only in extraordinary circumstances and with the express approval of the Superintendent (or designee), is it permissible for an educator to use their prep time to teach an additional class beyond their teaching assignment. For this year, Article 12.EE will extend to the grades 6-12. The number of "teaching blocks" will be equivalent to the overall number of blocks in the schedule, instead of being the number of blocks that a 1.0 FTE teacher is assigned. For example, this year, at the high school, there are 32 blocks per 6 day cycle.
- b. **Unit C and Unit D** - If an hourly employee volunteers or is assigned to substitute for another hourly employee and one job is a higher classification than the other, they will be paid on their regular step of the higher paid classification while they complete the substituting assignment. If they volunteer or are assigned to substitute for a Unit A educator, they will get \$10/hour added to their base pay regardless of the length of their substituting assignment. Any hourly staff who serves as a substitute for another staff member will request the appropriate timesheet from their building administrator.

#### 6. Supervision and Evaluation - The supervision and evaluation process that follows is restated from the [2020-2021 MOA I](#). The same expectations will apply this year, and there have been no changes. Joint Council will workshop the process and pilot ideas for a replacement for the successor ALA and Unit A contracts. Any changes to the system are subject to bargaining.

##### 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 previously established 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. The feedback will identify both an area of strength and an area for growth. 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, with the following exceptions:
  1. Employees and supervisors will focus on the State's recommended [2021-2022 Focus Indicators](#) instead of the entire educator evaluation rubrics.
  2. Employees will create either a "Professional Practice Goal" or a "Student Learning Goal" in collaboration with their evaluator.
  3. 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.
  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. At least two of the observations will be completed before the formative.
- 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 2022-23 school year will:
    - a. Inform the employee by February 15, 2022.
    - b. Complete section (iii) below for these employees.
- iii. For employees past their probationary period for whom the supervisor has concerns:
  1. Employees will be notified by February 15, 2022 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 '22-'23 school year.
- iv. Those who start the 2021-22 school year on a Directed Growth Plan will continue on the Directed Growth Plan as described in the contract.
- v. By January 2022, LPS, the ALA and the LEA Unit A will convene a committee to consider long-term modifications to the contractual Supervision and Evaluation tools.

**7. Psychologists (restated from MOA II)**

- a. The district hired 2.0 additional FTE of psychologists for this year. .
- b. Psychologists will have a caseload of no more than 16 at a given time.

- c. There will be a “Lead Psychologist” stipendiary position that will be described in a separate agreement. The Lead Psychologist position can be split between two psychologists if there is agreement among all parties.
- d. The Lead Psychologist(s) will track data on the number of 504 cases that psychologists are involved in and include them in the overall count.
- e. The parties believe that items a, b and c will resolve the problems with Psychologist caseload.
- f. When the new positions are hired, the district will cease using psychologist contractors for overflow cases unless there is an unexpected surge in referrals.
- g. Section 7 will expire in June, 2022, and any permanent changes to psychologists’ caseloads and staffing will be discussed as a part of the main Unit A negotiations during FY22.

8. **Sick Leave Bank.** Last year, we combined the LEA sick banks into a single bank. We will continue this practice this year.

- a. 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 FY21 will be allowed to roll over their sick days into FY22.

9. **Parent Volunteers** - For the 2021-2022 school year, the parties agree to utilize parent volunteers for the traditional volunteerism that has happened in the district, or exemptions, and for lunch and recess supervision, provided there is no decrease in the number of Unit D positions doing comparable work. Parent volunteers must be vaccinated for COVID-19 before beginning their assignments.

**10. School year:**

- a. Elementary Fridays: All references in the established CBAs to half day Thursdays will be applied to the half day Fridays in the 2021-2022 calendar.
- b. For this year, the full day Professional Learning Event will happen in March and not “in the fall”.

For the LEA:

For the ALA:

For the Committee:

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Date:

Date:

Date:

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