

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
LOWELL SCHOOL ADMINISTRATORS ASSOCIATION  
AND THE  
LOWELL SCHOOL COMMITTEE  
SCHOOL REOPENING 2020-2021**

**WHEREAS**, the Lowell School Administrators Association (“the LSAA”) and the Lowell School Committee (“the School Committee”) are parties to a Collective Bargaining Agreement covering the time period from July 1, 2017 – June 30, 2020 (“the Contract”);

**WHEREAS**, on March 10, 2020, the Governor of the Commonwealth of Massachusetts declared a state of emergency due to growing public health concerns related to the COVID-19 Pandemic which resulted in the closure of public schools in the Commonwealth, including the Lowell Public Schools;

**WHEREAS**, in the immediate time succeeding the state of emergency declaration through the present, concerns about the transmittal of COVID-19 have continued to increase;

**WHEREAS**, in an effort to be abundantly cautious for the safety and well-being of all students and staff, the LSAA and the School Committee have agreed that a multi-phased reopening plan will help to limit the transmittal of COVID-19 to the greatest extent possible;

**WHEREAS**, the LSAA and the School Committee have bargained collectively pursuant to Chapter 150E regarding the terms and conditions of the reopening of school for the 2020 – 2021 school year;

**NOW, THEREFORE**, the LSAA and the School Committee hereby agree to the following terms and conditions:

**Section I**  
**General Provisions**

1. A Joint Labor-Management Committee consisting of four (4) Members appointed by the Superintendent and four (4) Members appointed by the LSAA President

shall be formed in order to monitor COVID-19 data to discuss when full in-person learning can resume, with or without a phased-in approach. This Committee shall also monitor when it is no longer safe for LSAA Members to physically report to work and shall address any concerns that may arise regarding the working conditions of LSAA Members. Recommendations of this Joint Labor-Management Committee as they pertain to the LSAA are subject to the approval of the School Committee and the LSAA Negotiating Committee prior to implementation to the extent required by law. The School Committee retains its discretion to determine the appropriate time for changes to its learning model, including but not limited to the timing of and changes to the percentages of staff/students in-person learning model versus remote learning. The LSAA reserves all rights to bargain over the impacts of the School Committee's decision pursuant to Chapter 150E.

2. In the event that the Governor issues an Order closing public schools, or if the Superintendent decides to do so in the absence of an Order from the Governor, all LSAA Members shall work remotely.
3. This Agreement and the terms and conditions found herein may be enforced through the Grievance and Arbitration Procedure that is contained in the Contract.
4. This Agreement shall neither establish a practice nor set a precedent to any modified working condition set forth herein. Furthermore, during the term of this Agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits unless mutually agreed upon by the LSAA and the School Committee.
5. Except as may be modified herein, the Contract shall remain in full force and effect.
6. This Agreement shall be effective upon execution and shall remain in effect through December 1, 2020. If guidance is issued or amended by the Department of Elementary and Secondary Education ("the DESE") or there are regulatory or other legal changes by the Commonwealth of Massachusetts, the LSAA and the School Committee agree to meet and negotiate in good faith over any such matters. This Agreement may be amended or extended beyond December 1, 2020 by mutual agreement of the LSAA and the School Committee in writing.

**Section II**  
**Instruction**

1. The Lowell Public Schools is reopening with a model consisting of both in-person and remote learning for students.
2. During the 2020-2021 school year, LSAA Members who visit homes as part of their normal duties and responsibilities shall continue to do so unless they have a medical exception. In the event that an LSAA Member visits a student's home, the Member shall not be required to enter the home.
3. The School Committee shall designate a single synchronous platform (e.g. Zoom, Google Classroom, Go to Meeting, and like products) to be used for Remote Learning based on which platform offers the broadest array of opportunities for student participation and engagement within the platform. The School Committee will provide professional development on the platform chosen. The School Committee agrees to indemnify the LSAA Member if the designated platform is hacked, "zoom-bombed", or in any way disrupted by an individual/group outside of the assigned class.
4. LSAA Members will enjoy the same level of professional autonomy and discretion for determining the proper curriculum within established frameworks as during normal school operation.
5. LSAA Members who are at the highest risk for COVID-19 complications as defined by the CDC, who live with household members who are at such high risk, as well as LSAA Members who are pregnant, shall be provided with the reasonable accommodation of working remotely. In order to qualify for remote work under this section, the Member must submit a certification from his/her physician (or his/her household member's physician) specifying such specific qualifying condition as defined by the CDC, or is pregnant. Currently, these qualifying conditions are:
  - Cancer
  - Chronic kidney disease
  - COPD (chronic obstructive pulmonary disease)

- Immunocompromised state (weakened immune system) from solid organ transplant
- Obesity (body mass index [BMI] of 30 or higher)
- Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
- Sickle cell disease
- Type 2 diabetes mellitus

The Parties acknowledge that this list may be amended by the CDC.

6. LSAA Members who have a health condition that is in the second tier of risk as defined by the CDC or who have a household member who falls in the second tier of risk, shall be considered for a remote working assignment. In order to qualify for remote work under this section, the Member must submit a certification from his/her physician (or his/her household member's physician) specifying (or his/her household member) the specific condition that is in the second tier of risk category as defined by the CDC. These requests will be granted at the discretion of the Superintendent after weighing the relevant factors. It is anticipated that these requests will be granted sparingly.
7. All meetings required of LSAA Members including, but not limited to, common planning time, cluster, department and building meetings, shall be limited to no more than eight (8) people in-person provided that social distancing and mask wearing can be maintained and shall also have a remote option for those Members who are not comfortable attending an in-person meeting.
8. LSAA Members shall not be required to attend in person Open house/parent/community events until full in-person school resumes.
9. The preferred method for special education meetings will be virtual. If meetings need to be held in-person, social distancing and safety protocols shall be followed.
10. During the initial learning period, access to buildings by the public shall be limited. Any outside individual who requests and is granted access to the building out of necessity (such as a vendor) shall be asked to provide their name and contact information for contact tracing and shall be denied access if such information is not provided.

11. No employee will be disciplined, reprimanded, reduced in rank, or deprived of professional advantage for any challenges they may have with technology as long as they make every effort to seek support and training if needed. The School Committee will make necessary supports available.

### **Section III** **Evaluation**

Evaluations shall be conducted during the 2020-2021 school year. The Joint Labor-Management Committee referred to in Section I of this Agreement may agree to changes to the Evaluation Procedure and shall consider any DESE Guidance that is issued relative to Evaluations subject to the approval of the LSAA and the School Committee.

### **Section IV** **Facilities and PPE**

1. If an employee is aware of any scenario that they, in their good faith judgment deem to be dangerous, they will immediately notify their supervisor. There will be no reprisals for exercise of this provision or any other contained in this agreement.
2. The School Committee shall provide at no cost to LSAA Members all personal protective equipment (“PPE”) and safety precautions including but not limited to, masks, face shields, other protective equipment to assist with special education populations, hand sanitizer, cleaning material, gloves, and hand soap.
3. The School Committee shall make available to all employees and students a list of available COVID-19 testing sites in the region from the Health Department.
4. Appropriate and satisfactory training on the proper use of all (PPE) will occur for all LSAA Members and other staff during the professional development days prior to the start of the student school year.

**Section V**  
**Protocols**

1. Quarantining.
  - A. The Superintendent, in consultation with local Health Department officials, shall make the determination to close a classroom or a building and advise LSAA Members, staff and students to quarantine, consistent with applicable guidance from the CDC and DESE.
  - B. LSAA Members who are authorized to quarantine due to COVID-19 exposure, in accordance with guidelines from public health officials and DESE, but are able to continue working, shall work remotely while they quarantine. This Paragraph shall apply to Members who are authorized to quarantine by the Superintendent or any Health Department or Board of Health which has conducted a contact tracing investigation and has determined that such quarantine is appropriate.
  - C. LSAA Members who have not been authorized to quarantine pursuant to Paragraphs A and B above but have obtained a recommendation from their physician to quarantine shall be permitted to utilize paid leave pursuant to the FFCRA and, if such leave is exhausted, their sick or personal leave.
  - D. The Governor's July 24, 2020 Travel Order. LSAA Members are encouraged to avoid leisure travel that would require a quarantine. Those LSAA Members subject to a quarantine may take a COVID-19 test within seventy-two (72) hours of their return to Massachusetts and can stop quarantine upon receipt of a negative result. Those members on quarantine shall use personal or sick leave days in this scenario if they leisure traveled requiring a quarantine.
2. LSAA Members who contract COVID-19 and are unable to work will be placed on a paid medical leave of absence with no loss of sick or other leave.
3. Social Distancing. LSAA Members shall maintain a distance of not less than six (6) feet from one another at all times and wear facial coverings when in hallways, common areas, elevators and restrooms.

4. The Principal may assign different entry doors to bargaining unit employees to minimize contact and reduce congestion at entry points.
5. Students shall follow DESE and Lowell Public School Guidelines concerning the wearing of masks. LSAA Members shall support the application of the aforesaid Guidelines.
6. LSAA Members and other staff Members who intentionally do not adhere to the safety protocols outlined in this Section shall be subject to discipline.
7. In the event that either the LSAA or the School Committee believe that the provisions of this Agreement are frequently not being adhered to such that staff or students are at risk, a meeting will immediately be convened for the purpose of discussing the issue. The parties agree to maintain constant contact for the purposes of ensuring that the safety practices outlined herein are followed as a matter of routine.
8. The School Committee shall follow the applicable DESE Guidance regarding the enrollment of students in the Lowell Public Schools from outside the City of Lowell.
9. Clear Guidelines and Communications.
  - A. Any positive result of any staff member shall be reported to the appropriate authorities for contact tracing and accounting purposes.
  - B. The School Committee shall, as quickly as possible, and to the extent allowable by law, inform the appropriate LSAA Members and the LSAA of any confirmed COVID-19 cases in the District. The individual who tested positive shall not be specifically identified but the building and/or department shall be identified so that LSAA Members may seek whatever medical advice or treatment they deem appropriate.
  - C. Employees will report a positive test to the employee's supervisor, HR, and the Health Department. HR and/or the Health Department will inform employees if they are determined to be a "close contact."

- D. The School Committee shall, as quickly as possible, inform the LSAA and LSAA Members of any worksite closures due to COVID-19.

**Section VI**  
**Child Care**

The School Committee shall consider accommodating a child care issue by, including, but not limited to, utilization of FFCRA Leave for up to eight (8) hours per week and by allowing an LSAA Member to work remotely. These requests shall be considered on a case by case basis and will be granted sparingly.

**Section VII**  
**Remote Work**

If approved for remote work, an LSAA member shall:

- Work the same schedule as their normal work day.
- Have an adequate internet connection and appropriate work materials.
- Have a private work space in order to hold live instruction/meetings.
- Ability for director supervisor to drop into live meetings.
- Attend school functions, PD sessions, and staff meetings.
- At end of remote work day, provide a summary each day to supervisor listing the tasks or area which the employee was working on that day.

Signed in the City of Lowell on this \_\_ day of September, 2020.

LOWELL SCHOOL COMMITTEE

LOWELL SCHOOL  
ADMINISTRATORS ASSOCIATION

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Joel D. Boyd, Ed.D., Superintendent

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Shelby Boisvert, President