

MEMORANDUM OF UNDERSTANDING
BETWEEN Hartford School District AND Hartford Education Association
REGARDING REOPENING OF SCHOOL 2020-2021

Hartford School District ("District") and Hartford Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding issues related to ("COVID-19") for licensed professionals and/or support staff.

The District and Association agree to follow the federal and state Declarations of Emergency, applicable Executive Orders from the Governor, Department of Education guidance, Vermont Department of Health (DOH) guidance, and other applicable agency directives, resolutions and orders.

The parties agree to the following:

1. The Association and District reserve the right to negotiate any additional impacts of COVID-19 during the 2020-2021 school year.
2. This MOU shall be operational upon signing by both parties and ratification by voting members of the HEA. The MOU will expire without precedent on June 30, 2021 unless extended or shortened by mutual written agreement.
3. All faculty and staff will sign and adhere to the Staff Health Certification mutually drafted by the HEA and HSD.
4. Any assignment that is to be performed at school must meet the following conditions:
 - a. The work must be related to the employee's job;
 - b. The employee must be qualified to do the work;
 - c. Employees must be properly trained for any non-routine work.

Any staff member reassigned for the 2020-2021 school year due to COVID-19 related situations will return to his or her previous position for the 2021-2022 school year so long as the position exists.

5. The District will have an equitable, transparent, and universally-applicable process for applying for Remote/Alternative work assignments should the need arise and be consistent with the needs of the program. Whenever feasible, higher priority will be given to those applicants who fall within the CDC High-Risk for Covid-19 guidelines and to those with remote teaching qualifications. These assignments may or may not take place on school property, but should be in a location away from students and large numbers of staff members where cleanliness is monitored. Final decisions are at the discretion of the superintendent.

6. The District will create a system or procedure for requesting PPE and cleaning materials. The District will provide all reasonable and necessary PPE requested by staff and all cleaning materials including but not limited to:
 - a. Soap and sink access
 - b. Hand sanitizer stations and/or portable hand sanitizer at every entrance, outside every classroom and office
 - c. Portable hand sanitizer for every classroom and spaces occupied by students and staff
 - d. Sanitizing wipes and/or spray and paper towels
 - e. Rubber gloves and goggles by request
 - f. Face shields for staff who work with students in grades K-2, or anyone who has a documented need for additional protection or visible face (speech pathology, student age etc)
 - g. Plexiglass or similar dividers for classrooms according to current CDC guidelines.
7. The District will ensure that each school building has sufficient custodial staff on site each day to conduct cleaning and disinfecting of all occupied classrooms and other spaces, and to respond to facility emergencies. Protocols are in place for daily cleaning and disinfecting of school spaces, as well as more frequent cleaning of high-touch surfaces and frequently used areas such as bathrooms. Since cleanliness and sanitation are critical to the safety and well-being of the staff and students, the district will institute a procedure for complaints or concerns regarding cleanliness and sanitation, and all concerns/complaints will be responded to within 24 hours. An accountability system will be determined for each building. The HEA agrees to subcontract custodial work for 2020-2021 school year in the absence of qualified applicants.
8. In the event of a stay at home order, no staff member will be required to report to school-district buildings, with the exception of staff essential to the maintenance and upkeep of the facilities.
9. In the event of a move to remote learning for all students, there will be a minimum of one teacher-controlled work day between in-person instruction and remote instruction to allow staff to prepare lessons, gather materials from school, and allow students to get technology from school.
10. All Staff meetings will be held virtually unless current CDC recommendations for social distancing can be accomplished. There will not be an increase in the number of staff meetings held outside the school day. The second Tuesday of the month will be reserved for Association business, when no district meetings should be scheduled, as with past practice.
11. For the safety of staff and students, the District will enforce a strict mask policy following CDC guidelines, Vermont State Mandates, and/or district mandates.
 - a. Students and staff who refuse to comply with the guidelines who have no medical exemption will be asked to leave until compliant. Disciplinary and financial implications may apply.
 - b. Students and staff with medical exemptions pose a risk to other staff and students. In the event of a medical exemption for a student, staff members who work with these students must be protected by social distancing and/or additional, sufficient PPE.
 - c. All staff are expected to understand and adhere to district-wide health and safety protocols established by the District and published on the District Covid webpage.

12. The District and the Association recognize that substitutes will be at a premium, and the onus is on the District for hiring this personnel.
 - a. Every effort will be made to use a substitute to fill all daily vacancies within a building.
 - b. Administrators will create and use an equitable system for asking staff to substitute for another staff member. Extra consideration of other duties may impact the equitable system.

13. The Superintendent will work with building administrators to develop plans for "Emergency Remote Days" in the event of absence of sufficient staff to run the school.

14. District employees will be informed about confirmed Covid-19 cases in their building or work environment. This will happen via email through the Infinite Campus emergency messenger or HSD@hartfordschools.net email address and will happen the same working day the cases were identified.

15. The District agrees to reimburse any costs associated for COVID-19 testing required by the District. The district may provide a preferred location and/or a system for reimbursement.

16. The District will follow the "Strong and Healthy Start" document's guidance related to the creation of a Covid Committee, chaired by a nurse or other healthcare professional. This committee will ensure health and safety related information and guidelines are disseminated clearly and universally across the district.

17. The district evaluation process will be modified to consider the realities of education under Covid-19, acknowledging that previous best practices are being modified.

18. In the event of quarantine, the district encourages staff to get the Covid test with the intent to allow the employee to come back sooner, according to the Vermont Department of Health Guidelines.

19. SEE MOU SICK DAYS Side Letter

Wulovich 9/15/2020

TLDR: 9/16/2020

Side Letter relating to leave time during COVID pandemic

Agreement for the period beginning at the start of the 2020-2021 school and continuing through December 31, 2020, unless extended by mutual agreement.

The applicability and use of sick leave days as provided in the collective bargaining agreements applicable to teachers and support staff is not changed with the exception of the circumstances addressed below.

The Hartford School District shall follow the requirements of the Families First Coronavirus Response Act ("FFCRA"), under which employees may be eligible for Employee Paid Sick Leave ("EPSL") and/or Expanded Family Medical Leave ("EFMLA") benefits provided they meet the requirements established by the FFCRA.

The parties agree on the following procedures:

- If the employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19, or has been advised by a health care provider to self-quarantine for a reason related to COVID-19, or is experiencing COVID-19 symptoms and seeking a medical diagnosis, the employee shall be eligible for up to 10 days (80 hours for full-time; prorated for part-time) of EPSL while in quarantine or isolation; and there shall be no charge to accrued paid leave balances during the 10-day period.
- An employee subject to quarantine may be assigned to work remotely on a full or part-time basis during the quarantine period. Paid time for remote work will not be counted against EPSL or accrued paid leave balances.
- If the employee exhibits symptoms that might be indicative of COVID-19, the employee shall inform the appropriate supervisor and shall not report to work. In the event the employee is not assigned remote work by the Administration, the employee shall be paid as follows: first, up to 10 days (80 hours for full-time; prorated for part-time) if the employee qualifies for and has not exhausted EPSL, thereafter one-half (1/2) of the employee's normal workday will be charged to the employee's accrued paid leave balances, if any, and one-half (1/2) of the employee's normal workday will be charged to the District. Once all leave balances are exhausted, the employee may continue to be paid at a rate equal to 50% of their daily rate for an additional 14 calendar days, subject to the administration's contractual right to require medical verification that the employee has an illness or condition that would qualify for EPSL if it were available. An employee's failure to return to work at the conclusion of the 14-day period shall be unauthorized and may constitute just cause for dismissal.

- If the employee is asymptomatic and is still required to quarantine beyond the 10 days (80 hours for full-time; prorated for part-time) of EPSL (e.g., employee formerly subjected to quarantine travels out of state and is subject to a second quarantine period), the employee may be covered by the employee's accrued paid leave balances. Once all leave balances are exhausted, the employee may remain on unpaid leave status for an additional 14 calendar days. An employee's failure to return to work at the conclusion of the 14-day period shall be unauthorized and may constitute just cause for dismissal.
- A confirmed COVID-19 positive diagnosis does constitute catastrophic illness for sick bank use.
- Provisions for Care of Immediate Family Member:

If the employee is caring for a sick family member who is subject to a Federal, State or local quarantine or isolation order related to COVID-19, or has been advised by a health care provider to self-quarantine for a reason related to COVID-19, the employee is eligible for 2/3 their regular daily pay for up to ten days (80 hours for full-time, prorated for part-time), up to \$200 daily with a maximum total amount of \$2,000. An employee may supplement the payment amounts by using accrued paid leave. After the first ten days the employee may be eligible to use accrued paid leave in accordance with the applicable collective bargaining agreement.

- Non-COVID-19 illness: Employee may utilize accrued leave in accordance with the applicable collective bargaining agreement.

HSD Staff Call-out/Illness Procedure

As per the Agency Of Education and Vermont Department Of Health, Strong and Healthy Start guidance, any student or staff member who tests positive for COVID-19 or experiences symptoms consistent with COVID-19 should stay home until they are no longer contagious and/or are cleared to return by their healthcare provider. Per the CDC, someone is no longer considered contagious when the following criteria are met:

- They are fever free for 24 hours without the use of fever reducing medication AND
- Symptoms are improving AND
- It has been 10 days since their symptoms started OR
- They had a negative COVID-19 test and are no longer symptomatic OR
- If they did not experience symptoms but had a positive test result, it has been 10 days since they received their results.

Please note this criteria may change per Vermont Department of Health and/or CDC recommendations.

Per Hartford School District protocol, if a staff member starts to feel ill while at school, they should leave the building as quickly as possible. The staff member must contact the school nurse to inform them that they are experiencing symptoms and the school nurse will advise them on next steps. Anyone who is experiencing symptoms will be strongly encouraged to contact their healthcare provider for clinical guidance and, when possible, to get a note from their provider clearing them to return. Any medical documentation should be given to the school nurse for review.

A staff member who feels ill while at home and needs to call out for the next day, should contact their administrator and follow their school's usual process for this. The staff member should contact the school nurse with any questions about the return criteria or steps they need to take. Any medical documentation should be given to the school nurse for review.

It is ultimately the staff member's responsibility to seek appropriate medical care and follow their provider's direction in terms of safely returning to school. They will need to work with their administrator and follow the district's policy regarding use of sick time.

****Per current department of health guidelines if a member of a household is sick or if they have been advised to quarantine, other members of that household are NOT required to quarantine unless/until that household member has a positive COVID test result.**