

**LETTER OF UNDERSTANDING BETWEEN MEA-NEA, LOCAL 1,
NEW HAVEN EDUCATION ASSOCIATION and
NEW HAVEN COMMUNITY PUBLIC SCHOOLS**

Due to the COVID-19 Pandemic and in the spirit of collaboration in the best interest of the students, staff, and the community of New Haven, the New Haven Public Schools and the New Haven Education Association enter into this one-time, non-precedent setting agreement as it relates to the 2020-21 school year, and that all working conditions as outlined in the Collective Bargaining Agreement, applies to the NHEA, unless otherwise noted in this document. The parties understand that the coronavirus (COVID) pandemic situation is very fluid and mutually agree to review the provisions of the LOA as necessary.

Safety

1. The New Haven Education Association and the District jointly agree to work collaboratively to ensure the safe and successful implementation of the New Haven Public Schools Reopening Plan.
2. The District shall comply with any Executive Orders and/or Macomb County Health Department guidelines regarding COVID.
3. The District shall follow the guidance of the Macomb County Health Department as it pertains to contact tracing procedures and shall notify student families and staff of any confirmed case of COVID-19 in a school, while maintaining the confidentiality of the individual, as required by state and federal law.
4. The District shall notify all teachers in a building if a student or staff member tests positive for COVID upon receipt of test results.
5. As outlined in the requirements of the COVID-19 Preparedness and Response Plan and as approved by the New Haven Board of Education, and any future Executive Orders or Health Department/CDC recommendation.
 1. The District shall provide personal protective equipment (PPE) based on the need of the teacher and course. All teachers will wear face coverings according to CDC guidelines and may choose to supply their own PPE.
 2. The District shall provide adequate supplies to support healthy hygiene behaviors, including soap, hand sanitizer or sanitizing wipes with at least 60% alcohol for the use of staff and students.
6. The District shall follow all required guidelines regarding PPE for students. If a student does not follow the guidelines, the District shall administer appropriate disciplinary action.

7. The District shall require all students during face to face instruction to wear a mask. And temperatures of all students will be taken by the teacher before the beginning of 1st hour every day.
8. To promote fresh airflow circulation, the District and Association agree that classroom exterior doors may be opened while teachers and students occupy the space. Teacher will shall be allowed to bring personal fans to promote airflow. It shall be the responsibility of the teacher to close and ensure doors are locked (and windows) each time the classroom is left unattended so as to not jeopardize the safety and security of the building. If a window is unable to open, the district will repair it so that it does open. Under a lockdown or inclement weather situation, doors are to be closed.
9. If there is HVAC loss in a room, accommodations will be made for the continuation of airflow, ex.: adding fans or moving a class.
10. If there is loss of HVAC for an entire building in which adequate airflow cannot be provided, the district and the association jointly agree to decide if school will be closed and will follow the CBA.
11. The District and Association agree to encourage teachers to stay no more than sixty (60) minutes after the instructional day ends to allow for custodial staff to clean or sanitize the building.
12. At the secondary level, prior to switching classes, students will be responsible for sanitizing their work area. At the elementary level when we go full day, with teacher assistance students will be responsible for sanitizing their work area according to CDC Guidelines. Teachers will be responsible for sanitizing their work area (such as desk, phone, computer, etc.).
13. During Phase 4, teachers will monitor their own class for recess.

Absences and Leaves

13. Teachers may utilize the Emergency Paid Sick Leave Act (EPSLA) and/or Emergency Family and Medical Leave Expansion Act (EFMLEA) available under the Families First Coronavirus Relief Act (FFCRA). All leave options in the CBA will be available to teachers.
14. The District will grant a General leave, without pay, for teachers who request such a leave due to their own or a family member's documented health condition which would put them at risk for COVID. The district shall provide a year-long substitute for the teacher and the teacher will remain assigned to that class for the purpose of staffing for the 2020-21 year. Dependent on teachers leave

15. Teachers have the right to request ADA accommodations should they have underlying disability or risk factors identified by the Center for Disease Control and Prevention (CDC) placing them at higher risk from COVID.

16. If a teacher tests positive or is required to quarantine due to a case of COVID-19 identified in their assigned school(s) environment, they shall not have any days or deducted from their personal bank (personal, sick, or bonus). If a teacher is asymptomatic, they will be required to complete their daily instructional and job responsibilities from their quarantine location, without loss of pay or benefits. Teachers will not be required to complete their daily responsibilities if they are symptomatic.

17. The District agrees to continue to pay its portion of health insurance for any teacher who is required to quarantine or who has tested positive for COVID-19 for the time they are unable to report to work.

18. The District has the right to request appropriate documentation as to the nature of the self-quarantining, a medical professional note indicating a positive test for COVID-19, or authorization to return to work/negative COVID-19 test result. All medical documentation shall be turned in to Central Office Services.

19. Any teacher interested in being placed in a virtual assignment may submit a letter of interest to the Employee Services Office prior to September 8, 2020.

20. The number of families choosing the online option will dictate the number of positions available for online teachers.

21. Consideration will first be given to qualified teachers in need of an accommodation under the ADA due to an underlying medical condition which may place them at higher risk if exposed to COVID. The parties agree to rely on the CDC's list of "are at increased risk" in determining the nature of the underlying health condition.

22. Secondly, consideration will be given to qualified teachers who might be at increased risk from exposure to COVID based on the CDC's list of or "might be at an increased risk" individuals.

23. Third, consideration will be given to qualified instructional employees who live with someone with an underlying health condition as defined by the CDC's list of "are at increased risk" individuals.

24. Lastly, all other applicants who wish to be considered for a virtual position.

Virtual

25. Any Professional Development dates, staff meetings, PLC or SLC meetings, while in Phase 4, will be held virtually. (building staff meeting in person) When

transitioning into Phase 5, the District and the Association will discuss how these meetings will occur.

26. The District and the Association agree that the first Parent Teacher Conference of the School year will be held virtually. Times for the conferences shall remain the same as in the mutually agreed to District Calendar.

27. Prior to the start of the 2020-21 school year, the District shall offer professional development for teachers in the areas of virtual classroom camera technology, Google Meet, Google Classroom and zoom. It is understood any new technology usage, will have training provided.

Virtual Teaching

The following is agreed to in order to implement the New Haven Community Schools Reopening Plan in response to the COVID-19 pandemic and the use of technology/recording equipment to instruct.

30. Cameras are to continuously livestream (Zoom) instruction, as required by pupil accounting rules and regulations to count virtual/online students' instruction as it relates to the FTE count. teachers shall establish a schedule in which virtual/online students are required to log-in to participate in the instruction provided by the teacher, discussion facilitated by the teacher among virtual/online, partner and cooperative learning activities, demonstration, presentations, speakers, etc

31. Teachers may opt out of recording their live streaming if a prerecorded lesson is made available in its place offering the same content.

32. Video or audio recordings of teaching staff shall occur only with the teacher and association's knowledge and consent.

33. Teacher recorded lessons may not be used without the consent of the teacher.

34. All recorded lessons and recordings that may include any identifiable student information of any kind should be destroyed after it is used for the intended instructional purpose in order to reduce personal and district liabilities, and protect students' FERPA rights.

35. Cameras for zoom streaming (virtual learning/teaching) will be used by teachers but teachers will have autonomy in regard to how to integrate the camera into instructional design.(no live streaming when students present in classrooms)

36. The teacher is not liable for what other parties do with live streamed instructional content.

37. In the event that Macomb County and/or the State is moved into Phase 3 of the COVID 19 response plan, then teachers may choose to teach remotely.

38. The District is responsible for the necessary safeguards should a parent not want their child viewed "on camera."

39. Furthermore, the District recognizes that teaching is a craft that requires highly specialized training, in which New Haven teachers have acquired. In so, the District relies on the professional judgement of the teacher to determine appropriate instructional pedagogies and classroom management practices. The District also recognizes that live streaming automatically allows for more criticisms by individuals who may not be trained in instructional and classroom management best practices. Administration will discuss concerns of merit with the teacher.

40. The District will provide teachers all necessary technology equipment when working remotely from home if it is mandated by the state.

41. 6-12 grade student/teacher two (2)-way live communication two (2) times per week. (email, phone, google classroom email) will be made when student fails to report to on-line instructional times. It is understood virtual learning on block schedules do not follow the traditional calendar, Administration will provide a calendar guide indicating dates required for two (2)- way communication and type of documentation.

42. 6-12 grade virtual courses using pre-made module lessons will receive a \$325 per semester stipend for virtual classes that over the contractual amount.

43. Elementary staff (see Elementary LOA for virtual learning)

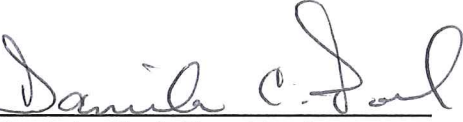
Miscellaneous

44. As allowed by Executive Order and State/Federal Law, in mutual agreement the District and the Association will work collaboratively to establish a reduced schedule for teachers.

45. If Executive Orders or State law identify a change in the evaluation process, the District and Association will meet to discuss the changes, otherwise there will not be evaluations. Any observation by an administrator shall notify the teacher of their presence 48 hours prior, whether that presence be physical or virtual.

46. During times that teacher's child/ren schools have been pushed back to remote learning or during an emergency. Teacher MUST contact building principal in advance. Teacher's may bring up to 2 children, 4 years or older to their classroom. It is understood

that the district will not be held liable for staff child/ren during these times. Children of staff are expected to follow all NHCS dress code, behavior rules.


Daniela Pod, President
New Haven Education Association


Cheryl Puzdrakiewicz, Superintendent
New Haven Community Schools

Dated: 9/03/2020

9/03/2020