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MEETING NOTICE

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Marblehead School Committee

Name of Board or Committee

Address: Zoom Conference join via the web link or Dial in
Link:
<https://zoom.us/j/96153675023?pwd=bkcvMFJpZzlqZkQxdVArSHNBNDIkuT09>
Dial in Phone # (415) 762-9988 with ID and follow prompts
Meeting ID: 961 5367 5023
Password: 438680

Thursday	September	10th	2020	6:30pm
Day of Week	Month	Date	Year	Time

Agenda or Topics to be discussed listed below (That the chair reasonably anticipates will be discussed)

I. Initial Business and Public Involvement

1. Call to Order
2. Public Comment

II. School Communication and Discussion Items

1. Approval of Policy Changes
 - a. Sexual Harassment Policy-Policy ACAB
 - b. Approval of Supplemental Policies on COVID -related issues (Policy EBC Supplemental) (vote)
2. Approval of Handbooks (vote)
3. Approval of Memorandum of Agreement with the Marblehead Education Association (vote)

III. Adjournment

THIS AGENDA IS SUBJECT TO CHANGE

Chairperson: Sarah Gold
Posted by: Lisa Dimier
Date: 9/8/2020

This document has been developed to act as a guide for school committees as your district develops and implements a back-to-school strategy. This task will require flexibility on the school committee's part in schedules of meetings and the time commitment required to meet the deadlines established by the Department of Elementary and Secondary Education. Briefly, the following are the target dates for the Return-to-School plans and decisions related to them:

By July 31, 2020: Each school district must submit to the Department the three plans required. These plans should be presented to the school committee so they can share them with the community.

By August 10, 2020: Each school district has to submit the plan chosen for implementation to the Department. Since the plan will require amendments to existing policy as well as budget revisions/reallocations, this plan should be approved/endorsed by the school committee prior to its submission to the Department.

Between August 10, 2020 and the start of the school year (which may be delayed by up to 10 days to permit professional development and preparation based on the most recent announcements from DESE), the school committee may have to negotiate certain parts of the plan with the appropriate unions within their district. Every effort should be made to expedite these negotiations to ensure a timely opening of schools.

As the start of school approaches, the school committee will need to address revisions or waivers to some of the policies they have established as well as student handbook language. The policy areas to concentrate on are identified within this guidance document.

POLICY ISSUES FOR THE PANDEMIC

Creation of a General (Interim) Policy on COVID-Related Issues **File: EBC** **Supplemental (Policy EBC)**

The School Committee takes note of the COVID-19 emergency; resulting disruption of the traditional school day and year; growing concerns of students, families and the community; and the growing number of issues that will affect public education.

Therefore, the school committee establishes an emergency, interim policy to:

- promote public safety and safety of students and faculty,
- maintain to the extent possible the high and efficient level of educational services,

- ensure support for students in general and in particular for those at highest risk educationally as well as those at social and economic risk, and
- comply with the emergency orders of the governor and adhere to the extent possible, to the guidance of the Department of Elementary and Secondary Education and other agencies of state and federal government, and expedite the safest strategy for returning students to school.

The school committee will approve the final plan submitted to DESE which will outline its strategy for returning students to school and will, in collaboration with the superintendent, make such modifications to the “back to school plan,” and district policy, and will authorize the superintendent to suspend, revise or create protocols to facilitate the safe return to school.

The superintendent will designate the appropriate staff members to oversee the safe administration of COVID-related policies during the period of the pandemic emergency and shall make such recommendations to the school committee as needed.

The school committee will authorize the superintendent to act expeditiously in executing the “back to school” plan in accordance with current law and regulation and will, where noted, authorize the superintendent to suspend, revise, or recommend policies, rules and protocols as needed to serve the best interests and safety of students, their families, and the community.

The “back to school” plan shall constitute the policy of the school district during the pandemic emergency, and the superintendent shall exercise the authority provided in law to carry out the plan as needed.

- General district goals affected by the pandemic.

The superintendent, with the advice and consent of the school committee, may suspend or modify individual district policies to address the COVID-19 emergency as declared by the governor. Such suspension of policy shall expire upon the end of the emergency as declared by the governor.

The goal of emergency pandemic policies shall be to:

- ensure the safety and health of students, faculty, staff, and all persons who may come in contact with them;

- provide the most effective educational services as possible to students under the circumstances;
 - authorize changes to operating protocols as needed to open and operate schools effectively from various venues or platforms;
 - conduct the district business and operational functions of the district as efficiently as possible;
 - allow the superintendent and staff to act quickly to carry out a “back to school” plan and,
 - facilitate the re-establishment of a safe and productive school day and year.
-
- Student assignment to schools ([Policy JCA](#))

Subject to the guidance from the Department of Elementary and Secondary Education, the superintendent may suspend or revise the assignment of students to schools, including the assignment of new students for such a period as the emergency declaration is in force.

- School calendar ([Policy IC/ICA](#))

Subject to the guidance from the Department of Elementary and Secondary Education and the provisions of collective bargaining agreements, the superintendent may suspend or revise the school calendar with the approval of the school committee.

- Class size

In order to maintain healthy, safe, and effective classrooms, the superintendent may suspend district policy on class size, subject to the provisions of the collective bargaining agreements where applicable.

- Attendance ([Policy JH](#))

Subject to operative law and regulations, suspend, modify or adapt policies related to student attendance including the link between and absences when appropriate, (including

the link between attendance and grades), chronic absence policies, and accommodations for students requiring special placements

- Time on learning ([Policy IC-ICA](#)), ([Policy ID](#))

Subject to the guidance from the Department of Elementary and Secondary Education and the provisions of collective bargaining agreements, the superintendent may suspend or amend requirements for time on learning for the duration of the COVID pandemic.

- Grading and retention ([Policy IKE](#))

In accordance with guidance from the Department of Elementary and Secondary Education, the superintendent may propose, subject to the approval of the school committee, modifications to the policy of the district for grading and retention of students.

- Local graduation requirements ([Policy IKF](#))

In accordance with guidance from the Department of Elementary and Secondary Education and modifications to current regulation or law, the superintendent may propose, subject to the approval of the school committee, modifications to the policy of the district regarding graduation requirements. DUPLICATE STATEMENT IN SPECIAL EDUCATION

- Special education ([Policy IHB](#)), ([Policy IHBAA](#)), ([Policy IHBF](#))

The superintendent and school committee should be mindful that attainment of a high school diploma may render certain students ineligible for further services.

- Discipline and Suspension/Expulsion with homeschooling rights ([Policy JIC](#)), ([Policy JK](#))

The “back to school” plan recommended by the superintendent and subject to the approval of the school committee shall contain protocols for serving students who are disciplined or suspended during the pandemic emergency.

Further, the superintendent shall provide in these “back to school” plans provisions for students who were disciplined or suspended **or** who may elect to remain at home under the provisions of the policies related to homeschooling, or who may elect remote learning in the interests of safety or health concerns.

- Exemptions for particular groups of students ([Policy JL](#))

The superintendent shall provide protocols to principals and teachers regarding students who may require special exemptions from health and safety standards during the pandemic emergency. Such protocols may address exemption for utilizing support animals.

- Job descriptions ([Policy GCA](#))

The superintendent may revise job descriptions for district staff, considering the provisions of current collective bargaining agreements, in order to secure the safety and health of students and staff, establish effective communications between school and community, maintain facilities, transport students as needed, provide food services, and acquire necessary materials to operate schools safely and securely during the pandemic. The superintendent will inform the school committee of any such changes. Any changes to job descriptions shall expire at the end of the declared emergency situation.

- STUDENTS AT RISK ([Policy JIE](#)), ([Policy JL](#)), ([Policy JLC](#)), ([Policy JLCC](#))

During the COVID pandemic, the superintendent or principal of a school may revise or suspend provisions of policy to facilitate the education of students at risk or with special physical needs or their family caregivers, including, but not limited to caring for or educating students with disabilities, illness, pregnancy, child rearing responsibilities, or special education needs consistent with law and regulation.

- Privacy of Students ([Policy JRA](#))

During the pandemic, the rights to privacy held by students and their families shall not be abridged by the public schools. Such rights extend to the confidentiality of student academic records, health data, economic status, and other such information as may be considered confidential by law.

Massachusetts law prohibits the recording of individuals without their permission. Similarly, students may not be recorded in classrooms by audio, visual, or remote means without the permission of parents or, if of age, by individual students. During periods of remote learning, the privacy of students participating in on-line classes shall not be violated by recording them without appropriate permissions.

- Pivoting back to remote learning, or back to in-school instruction

The superintendent shall incorporate into the “back to school” plan protocols for modifying these plans including addressing the needs of students who may require reversion from in-school to remote learning modalities because of the pandemic emergency.

- Home schooling (temporary) ([Policy IHBG](#)), ([Policy IHBG-R](#)), ([Policy IHBF](#)), and remote instruction for students in quarantine

The “back to school” plan shall provide for students who are temporarily homebound due to illness, quarantine, or disability

- Public Safety Officers, including the school resource officer (MOA with the local police.) ([Policy KLG](#))

Subject to current law or regulation, the superintendent shall report to the school committee of any change in status of the school resource officer. (If the district eliminates visitors to school during the school day, the SRO may be impacted.)

- Eligibility for participation in extracurricular activities, including sports ([Policy JJ](#))

Subject to law, regulation and standards established by the appropriate and legitimate regulatory body, the superintendent may propose changes to district protocols for participation in extracurricular activities including sports subject to the rules established by the Massachusetts Interscholastic Athletic Association.

- Attendance vs. participation in events ([Policy JH](#)), ([High School Student Handbook](#))

Subject to law, regulation or emergency declaration, the superintendent may propose protocols or modifications or suspensions of district policies regarding attendance by students or the public in school events including, but not limited to assemblies, sports events, large gatherings, or other programs.

- Visitors in schools and buildings ([Policy KI](#))

Subject to current emergency declarations, the superintendent may propose suspension or modification to district policies regarding visitors to school buildings during the school day and after school hours.

- Illness and contact tracing ([Policy JLCC](#))

Subject to the provisions of the “back to school” plan, the superintendent may establish protocols for tracking student contacts as a means of locating others from whom students may contract or expose other persons to the CORVID-19. Such protocols will be consistent with law and regulation and be consistent with standards to protect the privacy of students, their families, and other persons.

- Transportation and busing ([Policy EEA](#)), ([Policy EEAA](#)), ([Policy EEAEC](#)), ([Policy EEAG](#))

Subject to current law and regulation, the superintendent may suspend or modify policies related to the transportation of students by the school district. Legal requirements relating to IEP’s that contain transportation for students shall not be altered without the appropriate family consent. These modifications shall be consistent with the district “back to school” plan.

- Operations and plant maintenance ([Policy EC](#)), ([Policy ECA](#))

Subject to the provisions of law, regulation and collective bargaining agreements, the superintendent may suspend or amend current policy to ensure the efficient operation of business functions and maintenance of school buildings and other such offices as the district maintains.

- Immunization of Students ([Policy JLCB](#))

Due to the COVID-19 pandemic, The Commonwealth of Massachusetts has updated the Massachusetts School Immunization Requirements to include a documented seasonal dose of the Influenza Vaccine. This requirement will remain in effect until rescinded by the Governor.

MHS Handbook Amendments for the 2020-2021 Academic School Year

Update phone numbers - pg. 10

Change Supervisor of Technology phone number to 781-629-3120 X3178

Change Lead Nurse phone number to 781-639-3100 X3118

ID Badges - pg. 12

Add: Due to COVID-19 - Students are not required to wear ID badges for the 2020-2021 school year.

School Day - pg. 13

Add: Due to COVID-19 some school procedures have been modified for the 2020-2021 school year. Modifications include when the building will open for students on school days at 7:45am and students reporting directly to their class when entering the building. Modifications may also include students leaving the building immediately after their last class.

Library - pg. 36

Due to COVID-19, use of the Library will be restricted to only classes scheduled for that space.

Attendance

Attendance Procedures - pg. 27

Add: Due to COVID-19 the attendance procedures for the 2020 2021 school year are as follows:

Parents are required to contact the school by 8:30 am if a child is going to be absent or late for any reason. This is for all students in both hybrid and remote learning. Teachers will take attendance during every class. In lieu of sending in a note, parents should email mhs_absences@marbleheadschoools.org with the date and reason for the absence.

No Credit (N) - N grade due to poor attendance

Due to COVID-19, this part of the attendance policy will be suspended for 2020-21. This includes the Attendance Review Panel.

Dismissal - pg. 33

In lieu of sending in a note, parents should email (insert attendance email address) with the date and time for dismissal.

The nurse must speak to a parent/guardian before a student can be dismissed for any injury or illness. If your child contacts you directly because of feeling ill or injured, refer him/her to the nurse. After completing an assessment, the nurse will contact a parent/guardian for dismissal if necessary.

Masks

Dress Code: Fask Masks - pg. 37

Add: *Per School Committee Policy EBCFA masks must be worn at all times while in the building, unless a written note from a physician is provided for a requested exemption.*

Visitors: Face Masks - pg. 45

Add: Per School Committee Policy EBCFA masks must be worn at all times while in the building, unless a written note from a physician is provided for a requested exemption. Visitors in violation of this policy will be denied entry to the school/district facility. This policy will remain in place until rescinded by the School Committee.

Student Disciplinary Procedures - pg. 49

Add: Failure to wear a face mask will result in immediate dismissal from school. Repeated mask violations could result in a change of placement from hybrid to full remote.

Athletic Handbook**Captaincy - Team Captains - pg. 3.**

Adding: Marblehead High School student athletes are not eligible to be nominated or voted on as captain for one year to the date, if he/she violates the MIAA or Marblehead High School's Chemical Health policy.

MIAA/MHS Chemical Health Rule, pg. 6

Adding: Participation in Marblehead athletics is a privilege and is voluntary; thus participation comes with an increased standards for behavior expectations. The Marblehead High School standards are designed to encourage responsible and safe decision making by all students and to promote a positive learning environment within the Marblehead community. Marblehead High school, as a member of the MIAA, meets or exceeds their standards for code of conduct and discipline.

Add "knowingly"- to clarify in the presence of a substance

**MEMORANDUM OF AGREEMENT (“Agreement”)
BETWEEN
THE MARBLEHEAD SCHOOL COMMITTEE (“Committee”)
AND
THE MARBLEHEAD EDUCATION ASSOCIATION (“MEA”),
collectively referred to as the “Parties”**

**Regarding the Reopening of Schools for the 2020 – 2021 School Year
August 2020**

WHEREAS, the Committee, represented by the Chair and by the Superintendent, and the MEA have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

WHEREAS, on June 25, 2020, the Department of Elementary and Secondary Education (“DESE”) issued guidance requiring Districts to develop three different plans for the 2020-2021 school year: (1) a remote learning plan, (2) an in-person instruction plan, and (3) a hybrid model; and furthermore identified an overall goal for “the safe return of as many students as possible to in-person school settings, to maximize learning and address our students’ holistic needs”;

WHEREAS, on August 10, 2020, the Committee voted to approve the Marblehead Public Schools’ (“MPS”) Reopening Plan, calling for the 2020-2021 school year to begin under a remote to hybrid model;

WHEREAS, DESE and other governmental entities continue to provide guidance regarding the reopening of schools for the 2020-2021 school year, in light of the novel coronavirus (“COVID-19”);

WHEREAS, absent a reasonable accommodation requested in compliance with ADA requirements that is granted by the Superintendent/his designee, employees will be required to report to their assigned school building or other assigned work location within the District for the 2020 –2021 school year to perform their work, unless the Committee or Superintendent closes the schools for public health reasons and/or educators are directed otherwise by the Superintendent; and

WHEREAS, the Parties wish to memorialize their agreement on about certain aspects of the reopening of school for the 2020-2021 school year in this detailed Memorandum of Agreement (“MOA”);

NOW THEREFORE, notwithstanding any contrary provision in the Parties' applicable collective bargaining agreement or established practices, the Parties hereby agree as follows for the duration of the 2020 – 2021 work year, unless otherwise agreed to in writing by the Parties:

I. General

- A. The Marblehead Public Schools' Reopening Plan is incorporated by reference in full and is attached as Addendum A.
- B. This MOA shall be in effect beginning at the start of the 2020-2021 work year and for the duration of the COVID-19 state of emergency declared by the Governor until such declaration is lifted by the Governor or until the conclusion of the 2020-2021 work year, whichever occurs first. If such state of emergency still exists as of the end of the 2020-2021 work year, the parties agree to review the terms of this MOA and to discuss modifications thereto to be effective as of the beginning of the 2021-2022 work year.
- C. The parties shall establish a joint labor-management committee (JLMC) composed of six (6) members. Three (3) members shall be designated by the Superintendent, including the Chair of the Committee, and three (3) such members shall be designated by the MEA. The JLMC will meet monthly during the 2020-2021 school year to review the implementation of and compliance with this MOA and any suggestions for modifications hereto. The parties agree to bargain in good faith regarding any modifications recommended by the JLMC.
- D. Either party may request a reopener in the event of further guidance, legislation, regulations or orders regarding any matters addressed in this MOA.
- E. Unless specifically modified herein, all terms of the applicable collective bargaining agreement shall remain in effect.

II. Starting the Work/School Year

A significant investment in improving and creating comprehensive distance teaching and learning for students and parents shall be made. The first nine (9) days of the 2020-2021 work year shall be scheduled as paid non-instructional days for all Teachers and ESP's. All employees will report to work on August 31, 2020, with students returning to distance learning on September 14, 2020. The first ten (9) days of the work year are reserved for:

- Professional Development for staff
- Safety protocol training
- Technology Training

During periods of remote/distance learning, employees will be expected to report to work sites unless a reasonable accommodation in accordance with ADA requirements has been granted by the Superintendent to the member. The parties agree that should Covid-19 testing data compiled and reported by the Massachusetts Department of Public Health regarding the Town of

Marblehead indicate it is no longer safe for employees to be present in the buildings, this will be revisited.

While on school district premises, employees shall maintain at least six (6) feet physical distance between themselves and other individuals and shall be required to wear a face mask in compliance with Policy EBCFA, except when employees are working independently (alone). Employees who cannot wear a mask because of a documented health issue shall be required to wear a face shield.

At the employee's discretion, during the period of remote learning teachers may, at their option, but are not required to, meet in person with parents and students to introduce themselves..

III. Modified School Work Year

- A. Teachers will be expected to report to school - in-person or remotely if subject to a granted reasonable accommodation - on August 31, 2020, with students reporting for the first day of school on September 14, in a remote to hybrid opening. The work days prior to the first day of school will be used for:
 - Professional Development
 - Training on Safety, Health, Social Distancing Protocols
 - Collaboration with peers and administrators
 - Orientation and Check Ins with students
 - Teacher preparation
- B. The school hours for students and teachers will be in accordance with Article VIII, Section A of the teachers' contract.
- C. The MPS Instructional Plan for the 2020-2021 academic year must adhere to Article VIII Section B of the teacher's contract unless otherwise agreed to by the parties.
- D. For the 2020-2021 academic year, the school year for students will be reduced to 170 days as approved by DESE, and student learning time will be reduced to 850 hours for elementary schools and 935 hours for secondary schools.
- E. The last day of school (exclusive of snow days) is June 14, 2021. The school calendar approved by the School Committee is incorporated by reference in full.
- F. The 2020-2021 school year will begin with a remote to hybrid model of instruction, as set forth in detail in the Reopening Plan.

IV. Health and Safety

- A. Health and safety of students, employees, and the community are top priorities.
- B. Specific health and safety measures are set forth in the Reopening Plan, attached as Addendum A, beginning on page 41- Health & Safety for Re-Entry Fall 2020.

V. Protections for Staff

Protections shall be ensured for high-risk employees as defined by the CDC and the Massachusetts DPH that mitigate the risk an in-person reopening of schools will have on persons with pre-existing conditions.

- Options for staff who are high risk as so defined, or who have immediate family members who are high risk as so defined, and are granted reasonable accommodations as set forth elsewhere in this MOA will include remote working assignments.

Employees who request a fully remote assignment as an alternative to hybrid/in-person work assignments with appropriate documentation shall be provided, without loss of compensation or benefits, a remote work assignment that is commensurate with their current work assignment. The Superintendent will document this assignment in writing.

- Clear guidelines shall be provided by the Superintendent/designee for employees with health issues who as a result of such issues cannot safely wear PPE or who need specialized PPE.
- Clear guidelines shall be provided by the Superintendent/designee for safe delivery of instructional services to students with disabilities.

Work Assignment

At no time will any employee be assigned to both in-person and remote instructional assignments simultaneously, unless agreed to in writing by the employee and the building principal. Employees will be provided with a consistent, singular assignment throughout the calendar year to the greatest extent feasible considering changing circumstances during the course of the year.

Employees are not precluded from exercising any rights they may have under federal and state laws, or under the applicable collective bargaining agreement or employer policy, to address alleged violations, and are encouraged to inform the school administration and the MEA when exercising such rights.

VI. Employee Expectations

The following expectations apply to both hybrid and remote work, unless otherwise specified:

Definitions of synchronous/asynchronous learning:

Synchronous Learning - A learning event in which a group of students are engaged in learning at the same time and during a designated time. Examples on Zoom or Seesaw:

- Teacher lecture
- Teacher check-ins with groups or individuals
- Group work

Asynchronous learning - Forms of education, instruction, or learning that do not occur at the same place or at the same time and/or involve student autonomy to complete at any time during the day with a designated due date. Examples:

- Reading assignment
- Writing assignment
- Projects or activities
- Online or on paper
- Self-recorded teacher lesson
- Recorded videos from other sources

The following technology tools will be used to deliver remote instruction: Clever, Google Classroom, Seesaw and Pear Deck. Students will be given access to Chromebooks and families requiring assistance will be offered internet “hotspots.”

The following requirements will apply to all teachers:

- All teachers will be required to have a Google Classroom - Grade 3-12 - or Seesaw - Prek-2 - for each of their classes.
- Teachers will use school-provided devices to engage students live within each lesson. This permits students who have opted to be remote in-time access to instruction.
- Classroom resources will be made available on Seesaw and/or Google Classroom.
- Employees will work in buildings regardless of hybrid or remote model unless otherwise approved by the Superintendent in his discretion or as granted by the Superintendent as set forth in other provisions of this MOA.
- Pursuant to the MPS Reopening Plan adopted by the Committee, students will have the option to be instructed in a fully remote model, even if the district is using a hybrid model. Students who are remote by choice will be subject to the same expectations as students who have elected the hybrid model.

VII. Childcare

In exigent circumstances, teachers and paraprofessionals/tutors may bring their school age children with them to work in their classroom solely on days when instruction is remote, with

prior notice and approval of the building principal after receiving the employee's acknowledgement in written form that the decision to bring his/her child into the building is fully voluntary and without any duress. The principal shall grant approval only if the presence of the employee's child does not interfere with the employee's ability to perform his/her duties. The employee is responsible for ensuring that his/her child adheres to all safety protocols at all times that the child is in the building. This provision is not intended to be a replacement for daily childcare, which is the employee's responsibility to secure.

VIII. Building-based cleaning and PPE

- In all staff bathrooms toilet covers should be installed.
- Schools must maintain logs that include the date, time, and scope of cleaning and disinfection in a facility or area.
- PPE such as gloves, masks, face shields and/or eye protection, and overgarments as requested and approved, shall be provided by MPS. Replacements of equipment will be readily available.
- Plexiglass shields for teacher work stations will be installed upon request.
- Sufficient cleaning materials and supplies for classroom use shall be provided by MPS.

IX. MA DPH and DESE Guidelines

- Face masks for everyone Pre-K and above, which adhere to the School Committee Mask Policy.
- A "close contact" for purposes of this MOA is defined as an employee who has been within six (6) feet of distance of an individual who tests positive for, or is suspected of having, Covid-19, for at least fifteen (15) minutes while the individual was infectious.
- Close contacts without symptoms should be tested as soon as possible after they are notified of their possible exposure to COVID-19. The person is required to quarantine according to MPH and DESE Guidance.
- If the exposure is determined through contact tracing to have taken place at work, MPS will pay the cost of testing for staff if free and/or appropriate testing is not readily available.
- Quarantine will follow all local, state and CDC public health recommendations and requirements.
- Because each employee's circumstances are likely to be unique, the parties will collaborate with the Marblehead Board of Health in making final determinations, which will at minimum align with current CDC and state guidance and could exceed such guidance given the local context.

X. Administration actions

- A designated COVID-19 coordinator shall be appointed by the Superintendent/designee for each school building to collect and maintain data, alert contacts of infected individuals, monitor adherence to safety guidelines, etc. In most instances, this will be the building principal.
- Administrators and school health personnel will review Covid-19 health and safety procedures with each employee prior to reopening.
- Regular joint management/labor meetings between the MEA and MPS Administration will be ongoing and will occur at least monthly.

XI. Distance Learning

The parties recognize that schools are critical to daily life. Collaboration between the Director of the Marblehead Board of Health, the Superintendent, MPS Central Office staff, and building principals, and the MEA, is essential when making decisions about the return to learning. The parties recognize that schools are more than simply buildings; they are the people within the buildings. The MEA and the Committee agree that returning to in-person learning in September will be phased in for employees and students. Employees will be in-person or remote beginning August 31 and students will be phased in beginning September 14 with remote learning. A hybrid model of learning will begin on October 5, 2020, at which time if not before then, all employees without documented approval from the Superintendent of Schools will return to their buildings.

XII. Bargaining Unit Member Participation

A. Unit A--The Committee agrees that the best practices for distance learning do not necessarily resemble the best practices for in-person instruction. To that extent, and subject to the good faith prior approval by the Superintendent/designee, Unit A employees shall determine the means and method for providing distance learning to their student populations based on appropriate standards-based instruction, their resources, and their knowledge of their students' ability to effectively access and assimilate the curriculum. Such means of instruction could include, but are not limited to: a combination of asynchronous, synchronous, and one-on-one student engagement strategies. Such strategies will be determined in the educator's informed discretion in collaboration with other members of relevant planning teams at the building level. Under the current remote learning model, employees shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up. Attendance and grading are not optional and will be part of the educators' responsibilities.

B. Tutors and paraprofessionals will maintain the crucial role of education support staff in a collaborative working relationship with Unit A educators. Under the current learning model, employees shall be responsible for supporting appropriate standards-based instruction in collaboration with the Unit A educator that they are assigned to work with.

C. Compensation and Benefits

While working under the remote learning model, all employees shall receive their full compensation and benefits. If extracurricular duties can be appropriately and safely performed and are in fact performed, employees shall continue to receive stipends and/or additional pay, as provided for under the applicable collective bargaining agreement. Said stipends shall be subject to revised compensation amounts based on the extent to which they are performed, consistent with the applicable collective bargaining agreement.

D. Employee and Student Workspaces

MPS District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces. In classrooms where tables are utilized, tables will be spaced no less than six (6) feet apart and students will be seated at opposite ends of the table. Teachers, education support professionals, administrators, and all other school staff shall maintain six (6) feet of physical distance from one another and appropriate signage will be posted to indicate proper physical/social distancing.

E. In-Person Staff Meetings/Professional Development

MPS shall not require in-person staff meetings or professional development activities unless MPS can ensure the following;

- A minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting
- For staff meetings, compliance with all applicable CDC guidelines. Any employee who is uncomfortable attending an in person meeting will be given the option to log in remotely.

XIII. Cleaning Protocols

MPS shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks/tables, computer keyboards, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary and available, as recommended by federal, state, and/or local health officials. At no time will any

non-custodial employee be responsible for the cleaning of school buildings and/or worksites. Workspaces will have posted cleaning schedules that include the date and time of each cleaning. The Joint Labor Management Committee and the MEA will have regular access to all cleaning schedules and logs.

XIV. Reporting Breaches of Safety Protocols

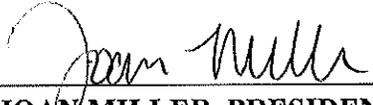
MPS shall provide a virtual mechanism for all employees to report breaches of any safety protocol(s) set forth in this MOA to the Joint Labor Management Committee. This mechanism could include a Google Form or “support ticket” similar to the current MPS Help Desk and shall facilitate timely notification of the complaint. This mechanism shall be publicized and shall be made available to all employees, students, and parents/guardians. The Joint Labor Management Committee will be charged with responding to reports of said breaches in a consistent and timely manner. Employees will be explicitly encouraged to report breaches to ensure the health and safety of MPS students, families, and employees. A dedicated email reporting@marbleheadschoools.org will be used to report issues and/or concerns regarding breaches of any safety protocol(s).

XV. Employee Evaluations

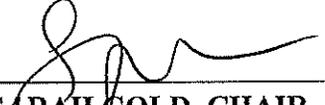
The Parties shall comply with all evaluation requirements as set forth in the applicable collective bargaining agreement. The requirements and timeline provided for in the applicable collective bargaining agreement shall remain unchanged; however, the mechanics of the evaluation may vary based on MPS’s method of delivery of instruction to students (i.e. fully remote instruction, hybrid, or all in-person). The Parties agree to establish a Subcommittee for employee evaluation, which will be empowered to make necessary recommendations for modifications to the timeline and/ or the mechanics of the process and to the applicable collective bargaining agreement if necessary. The Subcommittee will have representation from Unit A, Paraprofessionals, Tutors, and all other units with evaluation language and processes.

MARBLEHEAD TEACHERS ASSOCIATION,
BY:

MARBLEHEAD SCHOOL COMMITTEE,
BY:



JOAN MILLER, PRESIDENT



SARAH GOLD, CHAIR

Date: 9/15/2020

Date: 9/11/2020

Addendum A : Marblehead Reopening Plan

SEXUAL HARASSMENT

Sexual harassment of students or of employees by other students, employees, vendors and other third parties will not be tolerated in the Marblehead Public Schools (“District”). The alleged harassment must involve conduct that occurred within the school’s own program or activity, including at a location or under circumstances where the school owned, or substantially controlled, the premises; exercised oversight, supervision or discipline over the location or participants; or funded, sponsored, promoted or endorsed the event where the alleged harassment occurred; and must have occurred against a person in the United States. This policy is in effect while students are on school grounds, District property or property within the jurisdiction of the District, on school buses, or while attending or engaging in school-sponsored activities.

Students whose behavior is found to be in violation of this policy will be subject to disciplinary action up to and including suspension or expulsion pursuant to disciplinary codes. Employees who have been found to violate this policy will be subject to discipline up to and including, termination of employment, subject to contractual disciplinary obligations.

The District will promptly and reasonably investigate allegations of sexual harassment through designation of a Title IX Coordinator and building based employees, as set forth below

Sexual harassment is unwelcome conduct of a sexual nature. The definition includes unwelcome conduct on the basis of sex that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school’s education program or activity. It also includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment includes conduct by an employee conditioning an educational benefit or service upon a person’s participation in unwelcome sexual conduct, often called quid pro quo harassment and, sexual assault as the Federal Clery Act defines that crime.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life; comment on an individual’s body, comment about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one’s sexual experiences; and,

- Discussion of one's sexual activities.

The legal definition of sexual harassment is broad and in addition to the above examples other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating an environment that is hostile, offensive, intimidating, to male, female, or gender non-conforming students or employees may also constitute sexual harassment.

Because the District takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and, following an investigation where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting an environment that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment. For example, conduct that constitutes harassment other than sexual harassment, bullying, violation of the student discipline code or school district workplace rules, unlawful discrimination, hazing, or student misconduct statutes, will be investigated and addressed under the District relevant policies and the applicable laws.

A complainant is an individual who is alleged to be the victim of conduct that could constitute sexual harassment. A respondent is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment or a violation of this policy.

Retaliation against a complainant because the complainant has filed a sexual harassment complaint or assisted or participated in a sexual harassment investigation or proceeding, is also prohibited. A student or employee who is found to have retaliated against another in violation of this policy will be subject to disciplinary action up to and including student suspension and expulsion or employee termination.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct.

NOTICE OF SEXUAL HARASSMENT

The regulations require a school district to respond when the district has actual knowledge of sexual harassment. Schools must treat seriously all reports of sexual harassment that meet the definition of sexual harassment and the conditions of actual notice and jurisdiction, whether or not the complainant files a formal complaint. A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. Schools are required to investigate every formal complaint and respond meaningfully to every known report of sexual harassment.

Upon receipt of allegations the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant that supportive measures are available with or without the filing of a formal complaint, and explain the process for filing a formal complaint. Supportive measures include, but are not limited to, non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or to deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school building/campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the building/campus, and other similar measures.

Where there has been a finding of responsibility, the regulations require remedies designed to restore or preserve access to the school's education program or activity.

DUE PROCESS PROTECTIONS

Due process protections in connection with investigation and decision-making regarding a complaint include the following:

- 1) If the allegations do not meet the definition of sexual harassment or do not satisfy the requirements regarding location or connection to an educational program of the school district, the allegations shall be dismissed for purposes of Title IX, but may be investigated and addressed under other prohibitions in the student discipline code, relevant collective bargaining agreements or other laws under which they fit;
- 2) A presumption of innocence throughout the grievance process, with the burden of proof on the school;
- 3) A complainant's wishes with respect to whether the school investigates will be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances;
- 4) A prohibition of the single investigator model, instead requiring a decision-maker separate from the Title IX Coordinator or investigator;
- 5) Proof by a preponderance of the evidence, subject to limitations;
- 6) The opportunity to test the credibility of parties and witnesses through disclosure of evidence and opportunity to submit additional questions, subject to "rape shield" protections;
- 7) Written notice of allegations and an equal opportunity to review the evidence upon filing a formal complaint;
- 8) An objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoidance of credibility determinations based on a person's status as a complainant, a respondent, or a witness;

- 9) Title IX Coordinators, investigators, and decision-makers must be trained and free from bias or conflict of interest;
- 10) A right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or the allegations therein, where the determination or dismissal involved any of the following: procedural irregularity that affected the outcome; newly-discovered evidence that could affect the outcome; or the Title IX Coordinator, the investigator, or the decision-maker had a conflict of interest or bias that affected the outcome;
- 11) As long as the process is voluntary for all parties, after being fully informed and written consent is provided by both parties, a school may facilitate informal resolution of a formal sexual complaint, but no such informal resolution can be used where the allegations are that an employee sexually harassed a student.

A district may establish an informal investigation process that may, upon the request of the complainant be followed by a formal process.

The Title IX Coordinator(s) in the District are Nan Murphy, Assistant Superintendent, 9 Widger Road, Marblehead, MA 01945, 781-639-3140 and Eric Oxford, Director of Student Services, 9 Widger Road, Marblehead, MA 01945, 781-639-3140. The Title IX Coordinator or the school building Principal shall be the initial entity to receive the sexual harassment complaint. In all cases the Title IX Coordinator shall be informed, as soon as possible, of the filing of the complaint. Nothing in this policy shall prevent any person from reporting the prohibited conduct to someone other than those above designated complaint recipients. An employee with actual knowledge of conduct that may violate this policy must report to the Title IX Coordinator.

The District may remove a respondent on an emergency basis after undertaking an individualized safety and risk analysis and determining that an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies removal. The District will provide the respondent with written notice and an opportunity to challenge the decision immediately following the removal in accordance with any applicable laws, collective bargaining agreements and student handbooks.

INVESTIGATIONS

The investigating officer shall be an Assistant Principal in the building or other appropriate administrator designated by the Principal. The Investigating Officer(s) in the District are Michele Carlson Assistant Principal, Marblehead High School 2 Humphrey St, Marblehead, MA 01945, 781-639-3100 and Stephen Gallo, Assistant Principal, the Village School, 93 Village St. Marblehead, MA 01945, 781-639-3159. The investigation shall be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and in compliance with applicable law. The investigation will be prompt, thorough, and impartial, and will include, at least, a private interview with the complainant, with the respondent, and with witnesses. The investigator shall give the parties equal opportunity to present fact and expert witnesses and other inculpatory and exculpatory evidence; shall give each party the same opportunity to select an advisor of the party's choice who may, but need not be, an attorney; shall send written notice of all interviews or meetings; shall send to the parties evidence directly related to the allegations, in

electronic form or hard copy, with at least ten (10) school days for the parties to inspect, review, and respond; and shall prepare and submit an investigative report that fairly summarizes the relevant evidence to the decision-maker, who shall be the Principal or his/her designee (other than the investigator).

The investigator shall strive to complete investigations within twenty-five (25) school days of the filing of the formal complaint or resumption of the investigation after an unsuccessful information resolution meeting.

During the investigation, the investigator shall take the following steps:

- 1) The investigator will interview the complainant to obtain a clear understanding of that complainant's allegations within five (5) school days of the filing of the formal complaint provided that the complainant is available to be interviewed by the investigator.
- 2) The investigator will interview the respondent to obtain a response to the complainant's allegations from the respondent within five (5) school days of the interview with the complainant provided that the respondent is available to be interviewed with the investigator.
- 3) The investigator will interview witnesses identified by the complainant or respondent within five (5) school days of being identified as a potential witness by the complainant or respondent provided the witness is available. The investigator will interview witnesses as the investigator deems necessary.
- 4) The investigator will hold as many meetings or interviews with the parties and any witnesses as is necessary to make factual findings.

The timelines above are subject to the District's goal to complete investigations generally within twenty-five (25) school days but may be extended for good cause upon written notice to the complainant and respondent. The timeline for investigation may be suspended during any informal resolution procedure or meeting. Each party is entitled to be accompanied in interviews by an advisor, who may be a parent/guardian or an attorney, but who may only have limited participation in interviews. Translators will be provided upon request.

After all interviews are conducted and evidence is obtained, the parties and if applicable, their advisors, will have an equal opportunity to inspect, review and respond to any evidence obtained. Prior to completion of the investigative report, the investigator will send each party all evidence subject to inspection and review and provide each party at least ten (10) school days to provide a response to the investigator. Evidence to be shared may be redacted to protect confidential information under the Family and Educational Rights and Privacy Act ("FERPA") or other federal or state laws and regulations.

The investigator will draft an investigation report that fairly summarizes the relevant evidence including, but not limited to, interviews with parties and witnesses, written evidence, audio/video recordings, and site visits. The investigator will provide the decision maker, with a report

including all evidence obtained during the course of the investigation. The decision-maker shall upon receipt send the report in electronic format or hard copy to the parties and their advisors with ten (10) school days for the parties to respond, including submitting written relevant questions that each party wants asked of a party or witness, subject to the protections of the Rape Shield Law. Before reaching a determination, the decision-maker shall provide to the parties the answers to the submitted questions and the opportunity for limited follow up questions.

DETERMINATIONS

The decision-maker shall issue a written determination regarding responsibility with findings of fact, conclusions about whether the alleged conduct occurred, the rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent, and whether remedies will be provided to the complainant. The Decision-maker(s) in the District are the individual building principals.

The decision maker assigned will have no conflicts with or biases against either the complainant of the respondent and the decision maker will not be the Title IX Coordinator assigned in the matter or the investigator for the complaint. The decision maker shall review all of the evidence and issue a written determination within fifteen (15) school days of receipt of the matter from the investigator, absent extenuating circumstances. If the decision maker substantiates the allegations of sexual harassment, the decision maker may recommend or impose discipline against the respondent. If the decision maker does not substantiate the allegations of sexual harassment, the complaint will be dismissed.

The written determination shall include: (1) identification of the allegations potentially constituting sexual harassment; (2) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence; (3) findings of fact supporting the determination; (4) conclusions as to whether District policies were violated; (5) a statement of the result of each allegation, including a determination regarding responsibility, disciplinary action to be imposed on the respondent, and whether remedies designed to preserve equal access to the District's education program or activity will be provided to the complainant; and (6) the District's procedures and permissible bases for appeal. Confidential student record information and personnel information may be redacted consistent with and as required by state and federal law. The decision-maker shall provide the written determination to the complainant(s) and respondent(s).

APPEALS

Appeals must be submitted to the Title IX Coordinator within five (5) school days of receipt of the written determination and contain a written statement in support or challenge of the outcome. The Appeal Officer in the District is Dr. John J. Buckey, Superintendent of Schools, 9 Widger Rd, Marblehead, MA 01945, 781-639-3140.

When an appeal is filed, the District shall notify the other party and ensure that the individual deciding the appeal is not the same person as the decision maker who reached the determination

regarding responsibility and that the individual has no conflicts of interests and is free of bias. The non-appealing party shall have five (5) school days from the date of receipt of the notice of the appeal to submit a written statement to support or oppose the outcome.

The individual deciding the appeal shall issue a written decision describing the result of the appeal and rationale for the decision and provide the decision to both parties generally within ten (10) school days of receipt of the non-appealing party's written statement, or in the event no statement is submitted, the date the statement would have been due.

RECORD KEEPING REQUIREMENTS

Schools must create and maintain records documenting every Title IX sexual harassment complaint. This could include mediation, restorative justice, or other models of alternative dispute resolution. Schools must keep records regarding the school's response to every report of sexual harassment of which it becomes aware even if no formal complaint was filed, including documentation of supportive matters offered and implemented for the complainant.

This policy, or a summary thereof that contain the essential policy elements shall be distributed by the District to its students and employees and each parent or guardian shall sign that they have received and understand the policy.

Please note that the following entities have specified time limits for filing a claim.

The Complainant may also file a complaint with:

- The Mass. Commission Against Discrimination
1 Ashburton Place, Room 601
Boston, MA 02108.
Phone: 617-994-6000.
- Office for Civil Rights (U.S. Department of Education)
5 Post Office Square, 8th Floor
Boston, MA 02109.
Phone: 617-289-0111.
- The United States Equal Employment Opportunity Commission,
John F. Kennedy Bldg.
475 Government Center
Boston, MA 02203.

LEGAL REF.: M.G.L. 151B:3A
Title IX of the Education Amendments of 1972
BESE 603 CMR 26:00
34 CFR 106.44 (a), (a)-(b)
34 CFR 106.45 (a)-(b) (1)
34 CFR 106.45 (b)(2)-(b)(3,4,5,6,7) as revised through June 2020

Note: A summary of the attached Policy, as adopted, must be sent to parents/guardians, students, employees, unions, and prospective employees of the school district including Title IX Coordinator(s), investigator(s) and the decision-maker. The above referenced employees must attend training sessions on the implementation of the Policy.

SOURCE: MASC July 2020

Marblehead Public Schools-Approved 9/10/2020

Proposed Elementary Handbook Changes (2020-2021)

1. Update- Administrative updates
 - a. Updated names under each schools pages

2. Clarity-Classroom Expectations
 - a. Sentence added to clarify expectations for hybrid and remote learning
 - b. “Students are expected to fully participate in the hybrid or remote learning classrooms. Students are required to complete all assignments given during hybrid or remote learning classrooms.”

3. Glover and Village School Behavior Expectations:
 - a. Deleted both sections and edited the Classroom Expectations to be all elementary schools
 - b. “All students are expected to follow the school behavior expectations during remote learning classrooms.”

4. Added Facemask Policy language:

Face Mask Policy

Face Masks must be worn at all times by students during the COVID Pandemic. All students must wear masks while on school grounds. Students may be exempted from this policy with a documented reason from a physician. The School Committee policy may be found in Appendix E.

5. Added Appendix E with the full School Committee policy



MARBLEHEAD PUBLIC SCHOOLS

Veterans Middle School
217 Pleasant St.
Marblehead, MA 01945

Mathew Fox, Principal
fox.matthew@marbleheadschoools.org

Phone :
781.639.3120

Julia Ferreira, Asst. Principal
ferreira.julia@marbleheadschoools.org

Proposed MVMS Handbook Changes 2020 - 2021

1. Yearly updates were made throughout the handbook related to calendar, name changes, etc.
2. We added that visitors should wear masks.
3. Under Bell Schedule, we included the new Remote and Hybrid schedules
4. Under the Attendance Requirements and Procedures, we updated the dismissal process to allow for parents to NOT come into the building for pre-arranged dismissals.
Can my student come outside to meet me at that dismissal time?
A parent must meet their child at the school door to pick him/her up for a pre-arranged dismissal.
5. Under Dress Code, we included the following:
Per School Committee Policy EBCFA masks must be worn at all times while in the building, unless a written note from a physician is provided for a requested exemption.