

MEMORANDUM OF AGREEMENT
BETWEEN THE
WESTFORD EDUCATION ASSOCIATION
AND
THE WESTFORD SCHOOL COMMITTEE

This limited Memorandum of Agreement (“MOA”) is entered into by and between the Westford School Committee (hereinafter the “Committee”) and the Westford Education Association (hereinafter the “Association”) and collectively referred to as “the Parties”.

Whereas, the parties are parties to collective bargaining agreements (“CBAs”) that set forth the terms and conditions of employment for all employees in Unit A of the Westford Education Association. The terms of that CBA remain in effect, except as specifically modified by the terms, protocols, and procedures set forth herein or other applicable MOAs. This Memorandum of Agreement shall only apply during a period of Fully Remote Model of Learning in school year 2020-2021 (the “Relevant School Year”), unless otherwise specified herein.

1. Staff Meetings. Required staff meetings will be scheduled at least 48 hours in advance.
2. Synchronous Instruction Time. In the Fully Remote Model, staff members will be required to log on live with each scheduled class. The staff member will then be required to start each class live and in addition, will be required to have a live “wrap up” at the end of each class. Staff members must remain available to students throughout the length of each class even when not live and must be live with students for at least 50% of each scheduled class time, including the opening of class and “wrap up” of class time. All special education services must continue to focus on Individual Education Plan (“IEP”) goals and objectives. Special education teachers and teaching assistants will be expected to provide in-person, synchronous and asynchronous instruction and support consistent with the provisions of paragraph 24.c of the Hybrid Model of Learning MOA.
3. Payment for Additional Classes. The Parties agree that the pay provisions of the MOA previously entered into between the Parties concerning WEA members who voluntarily choose to assume teaching responsibilities that exceed those of a 1.0 FTE in the Hybrid Remote Learning Model shall also apply in the Fully Remote Learning Model.
4. Applicable Paragraphs of the Hybrid Learning Model MOA. The Parties agree that paragraphs 9, 10, 11, 16 (sections a., b., c., h., i.), 22 and 24 of the Hybrid Learning Model MOA intentionally include provisions applicable to the Fully Remote Learning Model and those provisions as written shall control.
5. Special Education Teaching Assistants. Teaching Assistant roles and responsibilities in the Fully Remote Learning Model will vary depending on the Teaching Assistant assignment. Assignments are based on student needs and may change during the school year. Teaching Assistant roles and responsibilities will continue to include in-person services for students who are the most vulnerable and complex learners and will also include on-line delivery of services as required by a student’s IEP, under the direction of a special education or classroom teacher.

6. Home Visits. The Parties recognize that some special education students currently receive intensive instruction and therapies. In the Fully Remote Learning Plan, staff may provide educational and instruction services to students in student homes, but staff members provision of such services in student homes shall not be mandated. Appropriate personal protection equipment shall be provided to all staff who provide services to students in student homes.

7. In-Person Instruction in Fully Remote Learning Model Classrooms. If in-person student instruction is being provided during the Fully Remote Learning Model, each cohort of service providers shall be provided a separate classroom to maximize physical distancing. Cleaning and disinfecting protocols will be followed, and air purifiers shall be provided in all rooms in which such instruction is being provided.

8. Support and Building Access During In-Person Instruction in Fully Remote Learning Model. When in-person instruction is provided in the Fully Remote Model of Learning, the school nurse and an administrator or administrator appointee will be present during students' in-person academic days. Only staff, students and others who are approved to be in a school building shall be permitted access during students' in-person academic days.

9. After School Activities When In-Person Instruction in Fully Remote Learning Model Are Provided. When in-person instruction is provided in the Fully Remote Model of Learning at a school because of COVID-19 data, and not due to other reasons (including but not limited to staffing shortages), all in-person after school activities at that school and scheduled to be conducted on the school premises will be cancelled, postponed or shifted to remote (if pre-approved for remote in the approval process).

10. IEP Meetings in Fully Remote Model of Learning. Special education staff will provide adequate advance notice to required attendees who must attend IEP meetings in accordance with state mandates. If a staff member who is required to attend an IEP meeting is absent, another staff member may be required to attend the IEP meeting. IEP meetings in the Fully Remote Learning Model will be conducted during the remote school day hours.

Westford Education Association: Kristine Gussacume Date: 9-25-2020
Vice President

Westford School Committee: John H. Hill Date: 10/5/2020
Chairperson