

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

This 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 Units A, B, C, E and G of the Westford Education Association. The terms of those applicable CBAs remain in effect, except as specifically modified by the terms, protocols, and procedures set forth herein or other applicable MOAs, which shall apply to all employees in Units A, B, C, E and G. **This Memorandum of Agreement shall only apply during a period of Hybrid Model of Learning (the “Hybrid Period”) due to the Coronavirus (COVID-19) unless otherwise specified herein.**

1. Early Departure from Premises. During the Hybrid Period, staff members will be permitted on a work day to depart the premises of the Westford Public Schools after early dismissal of students and complete the remainder of daily work duties in a remote location, provided that each of the following conditions are met with respect to any staff member who desires to depart the Westford Public Schools premises: (i) all students within that staff member’s charge have been safely dismissed from School for that day; (ii) all remaining duties of that staff member during that workday are scheduled to be completed by the Staff member online; (iii) the staff member shall be required to be working on Westford Public School professional duties during the remainder of the workday; (iv) the staff member’s travel time from the Westford Public Schools’ premises to the remote location from which the staff member shall work will not impede or prohibit the staff member from being on time for and prepared for the staff member’s remote professional responsibilities; and (v) the location used by a staff member for remote performance of professional responsibilities shall be an appropriate workspace that is free from foreseeable distraction or interference.
2. HVAC. The Westford Public Schools agree to evaluate the HVAC systems in all buildings in accordance with equipment and operating specifications, including maintenance and filter choices during the Hybrid Period. In addition, the Westford Public Schools agree to install MERV 13 filters in its HVAC systems. In addition, Westford Public Schools shall conduct a baseline air quality study in all buildings and will monitor CO<sub>2</sub> levels on an ongoing basis. Westford Public Schools will encourage staff to keep windows and classroom doors open to maximize air flow within classrooms during the school day.
3. Cleaning. The Westford Public Schools shall develop and publish to the Union a cleaning plan that is consistent with CDC guidelines and maintain an appropriate cleaning log (for example, for bathrooms), utilize electrostatic sprayers, implement

routine (touch point and deep) cleaning and disinfecting and follow CDC and EPA guidance for cleaning hard and porous surfaces.

4. Sick Days. A staff member who is required to be quarantined for a second period of time due to contact tracing conducted by the Westford Health Department as a consequence of the staff member's employment with the Westford Public Schools and who has exhausted an initial allocation of FFCRA leave, shall be entitled to up to an additional 10 days of leave provided as "paid administrative leave" for that second quarantine period, so long as that quarantine period does not run beyond the expiration date of the FFCRA regulations from the Federal government (presently, December 31, 2020) and so long as the second quarantine period is a direct result of exposure at the staff member's Westford Public Schools' work location. This paid administrative leave shall be paid at 2/3 of the Staff member's regular rate of pay, consistent with payment made to the staff member for the initial FFCRA leave. In addition, the Westford Public Schools shall permit a staff member on FFCRA leave (either an initial FFCRA leave, or the extended ten days of paid administrative leave provided for in this paragraph) to use accrued sick time to be compensated for the 1/3 difference in pay between the staff member's regular rate of pay and the 2/3 of regular pay provided for under the FFCRA.

Staff members without professional status shall be treated as professional status staff members for purposes of sick leave entitlement during the Hybrid Period only, such that staff members without professional status who are entitled to ten (10) sick days per year shall be entitled to an additional five (5) days during the Hybrid Period only. The additional five (5) days of sick leave entitlement shall not be carried over beyond the end of the Hybrid Period and cannot be cashed out at the end of the Hybrid Period. In all other respects, the applicable provisions of the applicable CBAs shall continue to control as it relates to sick leave.

5. Professional Development. Professional development activities will be conducted during the first two weeks of the school year. All staff members must attend all Professional Development during this two-week period, and all staff members may on a voluntary basis attend all required Staff Professional Development on the Westford Public Schools' premises during this two-week period. At a minimum, staff members will be required to attend Staff Professional Development in person on the Westford Public Schools' premises for the entire work day on August 31, 2020 and September 4, 8 and 14, 2020. Staff members may attend required Staff Professional Development remotely on September 1, 2, 3, 9, 10 and 11, 2020.

After the first two weeks of school, the Westford Public Schools will provide Professional Development on Wednesday early release days. On these days, staff members will be permitted to complete Professional Development activities from a remote location, but only provided that each of the following conditions are met: the staff member's travel time from the Westford Public Schools' premises to the remote location from which the staff member shall complete the Professional Development activities will not impede or prohibit the staff member from being on time for and from participating fully in the staff member's remote Professional Development responsibilities; the



location used by a staff member for remote performance of professional responsibilities shall be an appropriate workspace that is free from foreseeable distraction or interference; and the staff member's travel time from the Westford Public Schools' premises to the remote location will not impede or prohibit the staff member from being on time for and being fully prepared for any other remote professional responsibilities that the staff member may have on that day.

6. Change from Plan. The Westford Public Schools shall provide the Westford Education Association forty-five (45) calendar days' notice of any change from the Hybrid Model of Learning to a Full in School Return and shall meet all legal obligations with respect to mandatory bargaining related to such a change.
7. Remote Learning. To the extent that any staff positions are deemed to be capable of being performed in a remote environment, the selection process to determine which staff members will be placed in such remote positions will be conducted by the building administrators and recommended to the Superintendent. These decisions will be based on licensure of employees and the administrator's professional judgment. Staff members' preferences, as provided in the staff survey, will be considered in this decision-making process.
8. Teaching Assistants. The Westford Public Schools will provide an outline for Teaching Assistants' roles and responsibilities (not individual work assignments) to the Westford Education Association by September 1, which will continue to align with the current CBA language of providing assistance of the highest possible quality to the teaching staff and the students.
9. Special Education. All Team meetings will be held remotely when possible. The Westford Public Schools will continue to take guidance from DESE. Communication logs are not presently required. The Westford Public Schools reserve the right to require communication logs should DESE guidance change.
10. Educator Evaluation. The Westford Public Schools shall pause the traditional Educator Evaluation system until the Westford Public Schools receive DESE guidance. Staff members will be held accountable to meet all professional responsibilities in both in-person and remote work with students, as well as professional duties (e.g. participation in meetings, professional development, and other requirements per the applicable CBAs, District policy, and state and federal regulations).
11. Conferences, Open Houses, Back to School Nights. The Westford Public Schools shall offer parent-teacher conferences, open houses and back to school nights in a virtual manner during the Hybrid Period, or in the case that the remote learning model is implemented during this 2020-2021 school year, and until such time as there is a full return to school.
12. PPE. In settings in which additional PPE is required (REACH programs and Developmental/Life Skills classrooms pre-K through grade 12), scrubs will be provided

to teachers and teaching assistants. Upon request, scrubs will also be provided to related service providers (SLP, OT, PT). Face shields and goggles/safety glasses have been ordered and will be supplied to staff members who request them. All staff will be supplied with wipes, sanitizer, and, if requested, gloves. Plexiglass shields will be provided to staff where job positions/duties materially increase the risk of a staff member being in close proximity to students for extended periods of time.

13. Family Members with Pre-Existing Condition. The Hybrid Model of Learning may provide fully remote opportunities and staff members will be placed in those roles in accord with established selection processes. Any medical documentation and requests for accommodations and/or leaves of absence will be administered through the Westford Public Schools Human Resources Department.
14. Teacher Plans. Provided that all required special education collaboration has been completed, teacher plans and the work assigned to the remote students for the following week, for those weeks that students will be attending school remotely, shall be submitted by elementary school teachers to families no later than 5 pm on the Sunday immediately preceding the asynchronous week. Teachers for the middle schools and Westford Academy shall exercise professional judgment as to the needs to submit teacher plans, recognizing the need for required special education collaboration and consistent communications with students and the parents and/or guardians of students.
15. Air Purifiers. Virus filtering air purifiers will be provided in interior classrooms without windows, caring rooms, guidance offices, nurse clinics, preschool rooms, and REACH classrooms.
16. Remote Concerns.
  - a. Recording of live synchronous learning sessions will not be required but may be recorded at the discretion of the staff member.
  - b. The Westford Public Schools shall publish a Student and Family Expectation of Positive Digital Citizenship & Confidentiality (the "Expectation") that supports the privacy of students and teachers during remote learning. All parents and/or guardians and students will be required to sign the Expectation at the beginning of the school year. As set forth in the Expectation policy, students engaged in remote learning should be free from distractions as a result of their individual learning environment.
  - c. Staff members that have concerns about student engagement should report their concerns to the building principal.
  - d. The decisions relating to the use of cameras to teach remote students during the Hybrid Period shall not set a precedent for future years.



- e. To the extent possible, Remote Learning Academy (“RLA”) students in grades K-grade 5 shall be grouped in complete pods. All reasonable and feasible actions will be taken by the Westford Public Schools to avoid blending live hybrid classes and RLA classes at the elementary school level, and if blending is required, the Westford Public Schools will bargain with the WEA over that issue.
- f. RLA students will be assigned to Pod A or Pod B when being taught by a Westford Public Schools teacher within the Hybrid Model of Learning.
- g. The Westford Public Schools shall post to hire a temporary (through December 31, 2020) designated technical employee who will be available to assist teachers with real time remote learning technology problems at Westford Academy.
- h. The Westford Public Schools shall utilize Google Meet technology and expects that Google Meet technology will provide remote chat/backchannel talk, breakout rooms, and polling capability functions by September 30, 2020 and in any event, the Westford Public Schools shall implement such functions when available through Google Meet.
- i. Professional Development will be provided to teachers on how to use technology specific to teaching live and remote students simultaneously. Some of the Professional Development prior to students’ return to school will be dedicated to this technology training, and workshops of this technology also will be provided during the school year.
- j. The Westford Public Schools and its staff members recognize that teachers should be provided flexibility in organizing delivery of instruction in the live teaching/RLA blended model. Staff members shall provide instruction in an educationally sound manner and ensure that all students receive equitable instruction and learning opportunities. As appropriate, staff members may opt to synchronously teach to all students in a course (pod A, pod B, and RLA students), provided that staff members provide notice to students in the pod not normally scheduled at that time, with such notice to be provided in accordance with paragraph 14 of this MOA. The Association understands the importance of consistency among courses and teachers will make attempts to be consistent when feasible.
- k. All K-5 teachers who are assigned RLA pods in the morning sessions may have the option to work remotely from a remote location, provided that the teacher’s travel time from the Westford Public Schools’ premises to the remote location from which the teacher shall work will not impede or prohibit the teacher from being on time for and prepared for the teacher’s remote professional responsibilities; and the location used by the teacher for remote performance of professional responsibilities shall be an appropriate workspace that is free from foreseeable distraction or interference.

17. Snack Time. The Westford Public Schools will offer elementary students a snack break. Teachers will determine whether snack breaks are taken within the classroom, and snack breaks will be encouraged to coincide with a mask break and taken with students remaining six feet apart. Students will be encouraged to bring an easy to eat snack (popcorn, grapes, pretzels, veggies, etc.) and any snacks that include flatware or utensils (e.g. yogurt) will be prohibited.
18. Mask Breaks. Staff members shall exercise their professional judgment in providing mask breaks to students. Mask breaks should be taken outdoors when feasible and not in hallways, and at least one mask break should be taken each day. At Westford Academy, students will be expected to take short mask breaks in the time allotted for movement from class to class. Students will be expected to be at least six feet apart during any mask breaks. Staff who have students in their care during mask break times shall monitor these student breaks.
19. Six Foot Distance/Spacing. Student seating/furniture will be placed at least six feet apart in accordance with CDC guidelines; however, in the event of special circumstances, as in the case of some special education services or medical emergencies, additional PPE will be provided as needed. The Westford School District will utilize signage to remind students and staff of the six-foot spacing requirement, and as applicable, capacity limitations.
20. Public Use of Buildings and Facilities. The Westford Public Schools expect use of the public buildings and facilities to be limited. In the event of limited use of the buildings and facilities, the building or facility shall be subject to a deep cleaning process before subsequent use by staff and students.
21. Cleaning/Wiping Between Student Rotations. At Westford Academy and as applicable at the middle school and elementary school level, staff members will be required to clean the desks in their classroom immediately after the end of a class. Gloves and cleaning wipes will be provided to staff members for this purpose. Notwithstanding the foregoing, staff members with an allergy, smell sensitivity or medical condition (with medical documentation provided to Human Resources) that might limit their ability to perform this cleaning should contact their building administrator so that other cleaning plans can be made. The time available to transition from one class to another classroom shall be increased from 10 minutes to 12 minutes.
22. Staff/Department Meetings. Staff shall be expected to attend one hour-long faculty meeting and one hour-long curriculum meeting per month as scheduled by the building principal or curriculum administrator. The monthly meetings shall start no earlier than one hour before the beginning of the school day and shall begin no later than fifteen minutes after the end of the work day. If these meetings are cancelled by the administrator, staff may use these times for professional development, collaboration, or meeting with students for extra support. Staff meetings shall be held remotely; Department/Curriculum meetings may be held in person, and staff will be provided at least 24 hours' notice of any in person meetings.



23. Unit B Members. During the Hybrid Period, Unit B members not assigned to in person or instructional duties will be expected to report to work at the Westford Public Schools premises on three days of every work week. On those days, these staff members will be permitted to depart the premises of the Westford Public Schools after early dismissal of students and complete the remainder of daily work duties in a remote location, provided that each of the following conditions are met with respect to any staff member who desires to depart the Westford Public Schools premises: (i) all remaining duties of that staff member during that workday are scheduled to be completed by the Staff member online; (ii) the staff member shall be required to be working on Westford Public School professional duties during the remainder of the workday; (iii) the staff member's travel time from the Westford Public Schools' premises to the remote location from which the staff member shall work will not impede or prohibit the staff member from being on time for and prepared for the staff member's remote professional responsibilities; and (iv) the location used by a staff member for remote performance of professional responsibilities shall be an appropriate workspace that is free from foreseeable distraction or interference. Unit B members will be required to provide any necessary remote office needs at their own expenses (e.g., printers, printing cartridges, paper). On two days of each workweek, unit B members will be permitted to perform all of their job responsibilities in a remote location, provided that (i) the specific days each week on which unit B members may work from a remote location is agreed upon in advance by the supervising administrator, (ii) the location used by the staff member for remote performance of professional responsibilities shall be an appropriate workspace that is free from foreseeable distraction or interference, (iii) a staff member's choice to work remotely must not impede or interfere with the District's ability to adhere to all required timelines.

24. Full Remote Model of Learning.

- a. If the Westford Public Schools (District-wide or by an individual school) changes from the Hybrid Learning Model to a Full Remote Model of Learning because of COVID-19 data, staff members will be permitted to perform their professional duties from a remote location during the period that the Westford Public Schools operate in the Full Remote Model of Learning because of COVID-19 data.
- b. If the Westford Public Schools (District-wide or by an individual school) changes from the Hybrid Learning Model to a Full Remote Model of Learning because of other reasons, including staffing shortages (regardless of reason), all staff members will be required to perform on the Westford Public Schools' premises all their professional responsibilities and duties that are scheduled to be completed before lunch. After all professional responsibilities scheduled to be completed before lunch are completed, staff members will be permitted to depart the premises of the Westford Public Schools and complete the remainder of daily work duties in a remote location, provided that each of the following conditions are met with respect to any staff member who desires to depart the Westford Public Schools premises: (i) all remaining duties of that staff member during that workday are scheduled to be completed by the Staff member online; (ii) the staff

member shall be required to be working on Westford Public School professional duties during the remainder of the workday; (iii) the staff member's travel time from the Westford Public Schools' premises to the remote location from which the staff member shall work will not impede or prohibit the staff member from being on time for and prepared for the staff member's remote professional responsibilities; and (iv) the location used by a staff member for remote performance of professional responsibilities shall be an appropriate workspace that is free from foreseeable distraction or interference.

- c. If the Westford Public Schools (District-wide or by an individual school) changes from the Hybrid Learning Model to a Full Remote Model of Learning, regardless of reason, some students may still require in person instruction and in person educational services. These students would be defined as the following: at risk or vulnerable students that are receiving specialized services at a level of 75% or more outside the general education classroom and ELL students whose proficiency level requires in person English language education services. The at risk or vulnerable students referenced above may still be required to attend school on the Westford Public Schools' premises, and staff members responsible for such services must be on-site to deliver such services.
- d. If the Westford Public Schools (District-wide or by an individual school) changes from the Hybrid Learning Model to the Full Remote Model of Learning for an indeterminate or long-term period of time of more than 3 weeks, then the impacted school(s) will shift to the Full Remote Model (without the continued distinction between Pods A and B, as set forth in the School Committee approved Full Remote Model).
- e. If the Westford Public Schools (District-wide or by an individual school) changes from the Hybrid Learning Model to a Full Remote Model of Learning for a short-term period of time of 3 weeks or less, then the impacted school(s) will continue to operate in accordance with the Hybrid Learning Model schedule and its associated alternating week rotation for Pods A and B.

25. Other Agreements:

- a. Stipends. The parties agree that compensation for stipendiary positions scheduled to begin after August 31, 2020 will be bargained between the parties and subject to a negotiated Memorandum of Agreement that the parties agree to exercise good faith efforts to complete by September 18, 2020.
- b. Kindergarten. The parties agree to execute a negotiated Memorandum of Agreement that will address issues related to the Westford Public Schools' Kindergarten teaching practices and policies.
- c. CBAs in Effect. All provisions of the most current collective bargaining agreement between the Committee and the Association shall remain in effect



except to the extent such provisions have been durationally modified by this Agreement or other Memorandum of Agreement executed by the parties.

- d. Bargaining Over Full Remote and Full Return. The Association reserves its right to bargain over the impact of the Full Remote Model of Learning and a change to the Full In School Return.
- e. Non-Precedent Setting. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Committee or the Association in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.
- f. Modification by Writing. This Agreement shall not be modified except for in writing and by mutual agreement and consent of both parties.

Westford Education Association:

  
President

Date: 7-8-20

Westford School Committee:

  
Chairperson

Date: 9/2/2020