

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 Full Return of Learning due to the Coronavirus (COVID-19) unless otherwise specified herein.**

1. **HVAC:** The Westford Public Schools shall conduct a baseline CO₂ assessment in all buildings and will monitor CO₂ levels once per week. The Westford Public Schools will encourage staff to keep windows and classroom doors open to maximize air flow within classrooms during the school day. Regular communication in regards to CO₂ reports, HVAC filter changes, and air purifiers will be provided by either the custodial staff or building principal.
2. **Cleaning:** The Westford Public Schools will continue to maintain an appropriate cleaning log (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.
3. **Sick Days:** Through the contact tracing process, and in the course of conducting school activities, if a staff member was exposed to Covid-19, they may work remotely fulfilling their current duties, if feasible, and/or assist with remote duties/tasks assigned by the principal as needed. Staff members will not have sick days deducted for these quarantine days. Verification documents may be required by HR.
4. **Positive for Covid-19:** Any staff member who tests positive for Covid-19 will use their sick days while they are home. This staff member will not be held responsible for preparing their substitute plans; as in the Hybrid plan from earlier this year, administration will supply the substitute plans and materials if necessary. If a staff member who has tested positive feels they can perform their job while working remotely they may, and sick days will not have to be deducted. Verification documentation may be required by HR.
5. **Special Education:** All Team meetings will be held remotely when possible. The Westford Public Schools will continue to take guidance from DESE. Service learning plans are no longer required as the services will be provided across the full day as stated in the student’s IEP.

6. **Educator Evaluation:** The Westford Public Schools shall pause the traditional Educator Evaluation system for the remainder of the 2020-2021 school year. Staff members will be held accountable and are expected 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). Dismissal/non-renewal processes as outlined in the contract will continue to be in effect.
7. **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 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. The Committee shall provide N-95 masks (or KF-94 or KN-95 masks if N-95 are not available) to all educators upon request. The Committee shall ensure there are enough masks to have at least 2-weeks supply in each building at any time.
8. **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. When possible, Westford Public Schools may also provide air purifiers to staff members who work in a space containing multiple adults with different classroom cohorts.
9. **Plexiglass Partitions:** Any staff member, regular education or special education, who is providing small group instruction where there is less than 3-feet of spacing for over 15 minutes will be provided plexiglass to help create a barrier between students and staff.
10. **Google Classroom:** The Westford Public Schools shall continue to utilize Google Meet technology for all staff and students.
11. **Measurement/Position of Student Desks:** Student desks should be measured from seat edge to seat edge for social distance purposes with all students facing the same direction. A minimum of 3 feet distancing should be placed between students. Students may be seated at tables as long as there is at least 3' distancing, they are masked, and there is a plexiglass shield between them.
12. **Unmasked Times:** Six feet of physical distance shall be maintained between individuals during meals and any other times when students and adults are not wearing masks. All mask breaks (either with or without a snack or meal) shall be conducted at no less than 6 feet.
13. **Snack & Lunch Time:** The Westford Public Schools will offer elementary students a snack break and school lunch. 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. Each building principal will determine

the configuration of their lunch rooms. Students will remain facing the same direction and be placed 6 feet apart from one another during school lunches.

14. **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. Students at Westford Academy will be expected to take 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.
15. **Outdoor Spaces:** In order to facilitate appropriate distancing, staff are encouraged to take advantage of outdoor spaces on the premises. Principals will determine needs for outdoor spacing and protection from the elements.
16. **Volunteers:** In order to help monitor students during unmasked times, the Committee may solicit volunteers from the community, provided each volunteer is tested for COVID weekly.
17. **Kindergarten Staff:** Kindergarten teachers will continue to teach their students in the morning. Any full time kindergarten teacher who is currently providing instructional support in the afternoon will continue to do so. If the student receiving this intervention is in kindergarten the intervention will be held via Google Meet or in person at the teacher's discretion. However, if a kindergarten teacher provides intervention services to students in grades 1-2 the intervention may be held in-person. Any kindergarten teacher who is not providing intervention services in the afternoon will be assigned by the principal based on student need.
18. **Flex Wipes:** To help with transition time between rotating classes students in grades 6-12 ONLY may assist with wiping desks with Flex Wipes or other non-bleach, epa registered wipes. In classrooms where students will remain in the same setting, students in grades 6-12 ONLY may also use Flex Wipes to help maintain clean surfaces.
19. **Remote instruction/work:** Any classroom teacher whose full caseload is remote may continue to work remotely as long as he/she/they can use a location that is free from foreseeable distractions or interference. All other staff members will be required to perform their work at their respective building(s) for the full day.
20. **Staff Distancing:** Educators should remain at an appropriate distance from others with the understanding that closer proximity may be necessary to fulfill professional responsibilities such as toileting, feeding, medical emergency, special education need and physical restraint. In those cases, additional PPE will be available to staff members.
21. **Professional Development:** Remaining professional development will be offered remotely, when feasible. Any in-person professional development that cannot be conducted remotely will be planned with appropriate health and safety precautions. If the professional development is conducted remotely, staff may participate from their classroom, or a location of their choice, as long as the location is free from foreseeable distractions or interference.

22. **Teaching Assistants:** Westford Public Schools will communicate any significant changes to schedules (e.g. school reassignment) to staff members by Friday, April 2, 2021. All teaching assistants will be required to work at their school, as he/she/they may need to work in other classrooms.

23. **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) Staff members that have concerns about student engagement should report their concerns to the building principal.
- c) The decisions relating to the use of cameras to teach remote students during the Full Return shall not set a precedent for future years/contracts/MOAs/

24. **Desk Plans for Classrooms:** Prior to the full-return, each building administrator will review spacing and layout of desks in each classroom to ensure there is at least 3' of distance from seat edge to seat edge (in accordance with DESE guidance) and students will be facing in the same direction. Students may be seated at tables as long as there is at least 3' distancing, they are masked, and there is a plexiglass shield between them.

25. **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.

26. **Inclement Weather:** In the event a school(s) cannot be open, students and staff will have a full remote day, per the Superintendent's discretion.

27. **Other Agreements:**

- a) MOA of Agreement on Teachers picking up additional teaching sections - Accept through the end of the 2020-2021 school year during our Full Return.
- b) MOA on Activity & Sports Stipends - Accept through the end of the 2020-2021 school year during our Full Return.
- c) MOA on Library Media Specialists: Accept through the end of the 2020-2021 school year during our Full Return with the minor revision to "Create library research or SPIRIT lessons and **implement** lessons that reinforce grade-level content standards and character development."
- d) MOA on Kindergarten: Accept through the end of the 2020-2021 school year during our Full Return with the minor revision to possible changes in afternoon intervention location, as mentioned in item #17.
- e) 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 Agreements executed by the parties.

28. **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.
29. **Modification by Writing:** This Agreement shall not be modified except for in writing and by mutual agreement and consent of both parties
30. **Covid Notification:** If the Westford Public Schools is informed that a student or staff member has tested positive for Covid-19, all staff members who work in the same building as the staff member or student has tested positive shall be notified of the fact that a staff member or student in the building has tested positive Covid-19. This notification will be made within twelve (12) hours of the respective building administrator(s) becoming aware of the positive test result. This notification requirement shall not apply in the case of a positive test of a student or staff who has been fully remote and not on school property. Some exceptions may apply to (12) hour notifications if outside of school hours

Staff members who have been exposed in a classroom or other school setting to an individual who has tested positive for Covid-19 will receive notification of the same from the school's principal. Classroom teachers and Specialists will be notified if a student in their class(es) tests positive. Special Education staff (teachers, related services, teaching assistants) will be notified directly by the building administrator within 24 hours if a student in his/her/they caseload tests positive for Covid-19.

No confidential information, including but not limited to the name of any individual who has tested positive for Covid-19 shall be provided in the notifications provided for pursuant to this MOA, and the Westford Public Schools will comply with all applicable privacy laws.
31. **Absent Students:** Individual in-person students in grades K-8 who are quarantined due to being a close contact to a positive COVID-19 case, or isolated due to positive COVID-19, will receive asynchronous plans/activities via Google Classroom from classroom teacher(s) for each day of the absence. Thoughtful feedback will be provided on the submitted activities. Students will be marked present. Specialized services will still be provided live, but remotely.
32. **Possible Remote Day:** If a full school(s) must close, live instruction will replace the in-person school day and will follow the in-person school schedule.
33. **Live-Streaming:** In addition to Westford Academy, live streaming may occur at Stony Brook or Blanchard Middle School.

Westford Education Association: Kristine Jussim Date: 4-1-2021
President

Westford School Committee: Marina By Hall Date: 4/6/2021