

Memorandum of Agreement

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the School Committee of the Town of Weston and the Weston Education Association.

The Committee and Association agree that the goal of this Memorandum of Agreement is to modify the work expectations and protections for all members in the Weston Educators Association in light of the COVID-19 pandemic. The Weston School Committee and the Weston Educations Association hereby agree to the following:

WPS implementation and medical teams, with input from faculty members on those teams, will develop and distribute appropriate protocols regarding building procedures and safety, medical issues, testing and other issues. Such teams will continue meeting through the duration of any modified schedule due to the COVID 19 pandemic. Any changes to specifics around metrics for phasing of schooling and quarantining procedures must be explicitly discussed with the bargaining team before any changes are made.

A) PERSONNEL

A) WORKING FROM HOME

- 1) As of August 31, 2020 WPS has found remote work opportunities for all faculty members who have requested a remote work assignment and fall into the high risk or increased risk categories promulgated by the CDC, or have household members that do. Any change from an at-home assignment to an in-person assignment is subject to an agreement between the Weston Public Schools, the impacted faculty member, and the Association.
- 2) Many faculty members who fall into the high risk or increased risk categories, promulgated by the CDC, or have family members that do, have accepted an in-person work assignment with some or all of the accommodations outlined below. The WEA provided this list of faculty members and needed accommodations to WPS on August 27, 2020. All needed accommodations will be put in place. If it would be helpful, we can provide a building-specific list to building principals.
 - a) An air purifier in their workspace (including any space in which a duty occurs) with a CADR of 950.
 - b) Their workspace (office or classroom) will not be shared with any other faculty members or cohorts of students they don't teach. This provision may not apply to large, specialist spaces in the district. The parties will make a good-faith effort to find a suitable solution.

- c) A guaranteed choice of a weekly N95 or KN95 mask.
- d) A weekly COVID 19 test. The parties will reassess this provision after two months as other testing options become available.

B) LEAVES

- 1) Faculty members who have used 12 weeks of non-FFCRA FMLA leave will not be eligible for FFCRA leave unless approved by the superintendent after a good-faith effort by all parties to engage in problem-solving and collaboration.
- 2) Faculty members on unpaid leave can enroll their children in Weston schools.
- 3) Faculty members with school-age children shall only be eligible for FFCRA leave if approved by the superintendent for health reasons or other circumstances that make it unsafe, impractical, or unsuitable for the faculty member to avail themselves of the school-based childcare program. All parties will make a good-faith effort to resolve these issues as they arise.

C) SICK DAYS, QUARANTINE, AND RELATED ISSUES

- 1) Faculty members will be required to stay home if they test positive for COVID-19 or exhibit COVID-19 symptoms.
 - a) COVID-19 symptoms shall be as then set forth by the CDC. As of the date of this agreement, those symptoms are fever (over 100 degrees F) or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; loss of sense of taste/smell; sore throat; congestion or runny nose; nausea or vomiting; diarrhea.
 - b) Any faculty member testing positive or experiencing symptoms should immediately notify their principal.
 - c) Faculty remaining at home under section C(1) above shall first use, if applicable, federally mandated paid leave and thereafter shall use accrued sick time. WPS will allow the use of accrued sick time to make up the shortfall, if any, from federal paid leave compared to the faculty member's daily rate.
 - d) If the faculty member is able to complete their professional obligations from home, they will enter "Working from Home (COVID-19)" into AESOP and will contact their building principal or direct supervisor to coordinate the performance of their duties. In this case, no federally mandated paid leave or accrued sick day will be used.

- 2) Faculty may also be required to remain home due to quarantine instructions after potential exposure, including a family member who is quarantined or exhibiting COVID-19 symptoms.
 - a) A faculty member remaining home under Section C(2) above will be expected to complete their professional obligations from home and will enter "Working from Home (COVID-19)" into AESOP and will contact their building principal or direct supervisor to coordinate the performance of their duties. In this case, no federally mandated paid leave or accrued sick day will be used.
 - b) If the faculty member under quarantine is unable to complete their professional obligations from home due to illness or caring for a household member, the faculty shall first use, if applicable, federally mandated paid leave and thereafter shall use accrued sick time. WPS will allow the use of accrued sick time to make up the shortfall, if any, from federal paid leave compared to the faculty member's daily rate.
- 3) Any faculty member who begins the year with 15 or less sick days will be given an additional 15 sick days. This additional 15 days will be used first for COVID-19 related issues and will not accrue to next year.
- 4) By October 1, 2020, faculty members will be provided an update on their accrued sick leave.

D) COSTS

- 1) Any COVID-19 test offered by the Weston Public Schools will be at no cost to the faculty member.
- 2) If a faculty member needs a COVID-19 test in relation to their work in the Weston Public Schools and no test is available from the Weston Public Schools, the district will reimburse the faculty member any associated costs of the test.

E) EVALUATION

- a) A joint team of administration and faculty will begin meeting by September 30, 2020 to determine what, if any, changes may be required to the evaluation provisions of the current agreement between the WEA and the School Committee.

B) SAFETY PROTOCOLS

A. General

1. In the hybrid model to be implemented on September 15, 2020, no faculty member will work in person with more than 4 cohorts (or groups of high school students) of students during the contractual school day. Any faculty member being considered to work with more than 4 cohorts a day will first have a meeting building based administrators to discuss additional risk management options. These could include additional PPE, services in break out rooms rather than in classrooms, optimal student placement. No faculty member will be assigned to work with more than 4 cohorts without an agreement between the administration, the faculty member, and the Association.
2. All water lines and outlets, including eye-wash and safety showers, shall be flushed prior to September 8, 2020.

B. Lunch and Snacks

1. Eating locations shall be designated separately from classroom space within each building when practicable. Snack breaks will occur outside whenever possible given weather conditions. This provision only applies to the hybrid model in place for September 15, 2020. Snack procedures for other models of schooling need to be negotiated further.

C. PPE

1. All people (students, faculty, staff, visitors, community members, contractors, etc.) will wear acceptable face coverings when on Weston School property, except for students granted exemption from mask-wearing under applicable school protocols.
2. Adequate PPE will be provided, including face shields, gowns, gloves, and N-95 or KN-95 masks for all faculty who request them.
3. If a student requires a mask-break, there will be available staff to facilitate this break and a designated location outside or in an isolated area with ventilation.
4. In general, faculty will not be responsible for supervision of students during mask breaks. Faculty members will be responsible for supervision of students during snack breaks when those occur in their classroom. .
5. No faculty member will be expected to provide direct instruction to a student who is approved by the Weston Public Schools to not wear a mask without a specific agreement between the faculty member, the Administration, and the Association. All parties will make a reasonable effort to find agreeable solutions including increased levels of PPE, use of technology, workspace modifications, etc.

E. OCCUPANCY and DE-DENSIFICATION:

1. No one is permitted in the school buildings except for employees and students and required third parties such as HVAC contractors, emergency personnel, and other persons deemed appropriate by the building principal. If parents need to drop off or pick up children or items from a school, the administration will plan protocols for this to occur outside.
2. Secondary school classrooms will be limited to use by one teacher to allow for reduced viral-load accumulation. In cases where this is not possible, teachers will have a designated other ventilated, distanced working space and an alternative outdoor space to bring students.
3. All special education teachers, related service providers, ELE teachers, interventionists, guidance counselors, and other support staff working directly with student(s) in a pull-out manner will either have a separate space in a large classroom setting or have an individually designated room. Any faculty member who feels their workspace for their pull-out groups does not meet appropriate safety standards will immediately bring their concerns to their building principal and the WEA to work on a remedy. That space will not be used until a solution is found.
4. The shared expectation is a minimum of 6' of "social distance" between any two people at all times on Weston Public Schools property.

C) HVAC

1. Time be allocated for interested faculty members to consult with a member of the Facilities department or an outside consultant (at the choice of the faculty members) regarding the specifics of their work space during one of the faculty professional development days during the week of September 8.
2. All instructional spaces used with students will have an air purifier. Classroom spaces will have an air purifier with a CADR of 950. Other, smaller spaces (guidance offices, break-out rooms, etc) will have an air purifier with a CADR of 300 or better. Air purifiers will be placed in spaces as soon as feasibly possible. Faculty members identified under (A)(2) above will be able to work remote during the PD days as needed if there is no air purifier in their space.
3. Set up of HVAC Systems:
 - a. All exhaust fans, univents, and systems providing ventilation to instructional or work spaces will be operational for the start of school. If any units are not working for the start of school, those spaces will not be used until the units in that space are operational. As of September 1, 2020, the School Committee reported to the Association that all HVAC units are operable.

- b. If a unit stops working, students and staff will be immediately moved from that room, preferably into a swing space, until the malfunctioning unit is operating normally again.
 - c. Units will use the maximum percentage of outside air possible without harming the operation of the unit, taking into account temperature differentials.
 - d. All demand controlled ventilation (DCV) systems using carbon dioxide sensors will be set to maximize the use of outside air.
 - e. Units with filters will be fitted with MERV-13 or higher filters, if possible, without unduly restricting airflow or otherwise harming the operation of the unit. Other units, including all univents, will be fitted with appropriate MERV-level filters.
 - f. Filters will be changed according to the manufacturer's recommendation.
 - g. Windows that are designed to be opened will be operable for the start of school and will be opened whenever possible given weather conditions at the discretion of the instructor in the room. All screens will be in place and in full working condition.
 - h. Prior to the first day of school, custodial staff will have a list of units that require reset after power loss and will perform that reset prior to the school day when required or after a loss of power during the school day. This list will be provided to faculty by Friday, September 4, 2020.
4. There will be a clear, consistent, and transparent process for all staff members to report HVAC concerns. Principals, the facilities department, and WEA leadership will be informed of the concerns. If any party, including the faculty members, believes there is a need, an alternative workspace will be used while the issues are being resolved.

D) WORKLOAD AND SCHEDULES

A) Teaching Time, Preparation Time, and Meetings

- 1) Teaching time will be defined as follows.
 - a) WPS administration will use its best efforts to maintain the same expectations in terms of instructional hours as were in place during the fall of 2019 (any combination of in-person instruction, remote synchronous sessions, and/or directed student support). However, the parties acknowledge that the unusual circumstances of the COVID-19 pandemic require new and additional work from the school committee, administration, faculty, staff, parents and students. In no event will instructional hours be less than they were in the fall of 2019 and in some

cases may increase, particularly to accommodate creative uses of remote teaching required to accommodate faculty unable to work in-person. Any substantial increase will be subject to an agreement by all parties.

- i) This provision applies to all faculty members including those in student services whose main assignment is working with students—all related service providers, special education teachers, ELL, etc.
- i) Those faculty members whose main assignment is not direct teaching—team chairs, school counselors, BCBA, nurses, etc.—will work with their direct supervisors or principals to define the specifics of their schedule.
- b) A remote closing circle will be provided on Monday, Tuesday, Thursday, and Friday afternoons for grades 1-5. Two of these will be led by the classroom teacher and 1 will be led by a specialist. On the remaining day, the students will have an asynchronous activity.

2) Individual Preparation Time and Duties

- a) On Monday, Tuesday, Thursday and Friday in-person and RLA elementary classroom teachers and elementary curriculum specialists will have two 1-hour blocks of uninterrupted individual work time.
- b) On Wednesdays, all faculty members will have at least one 1-hour block of uninterrupted individual work time. This uninterrupted individual work time may not be available on Wednesdays that are scheduled for parent conferences.
- c) All other faculty members will have expectations around individual work time consistent with past practices, subject to (1)(a) above.
- d) Faculty members will have duties consistent with past practices. In general, this should be 2 hours per week of duties.
 - i) Elementary teachers may be responsible for morning drop-off or afternoon pick-up duty but not both on a given day.
 - ii) Duty assignments will be made to minimize cohort exposure.

3) All provisions above apply to part-time faculty on a proportional basis.

- 4) Faculty working at home will support duties remotely as needed. Possibilities include:
 - a) Online proctoring of assessments
 - b) Organizational or administrative tasks to support the Remote Learning Academy
 - c) Academic or emotional support for students (remotely).

- 5) As currently in our contract, no faculty member will "be assigned an unreasonable workload." Faculty understands the need for flexibility as the year progresses. At any point in which faculty feel like their assignment has become unreasonable, the faculty member will first communicate with their direct supervisor to share their concerns. If that does not resolve the situation, the faculty member can include WEA representatives in the next step.

B) School Nurses

- 1) One or two building aide(s) (who will be or are CPR/First aid trained) will be assigned to school nurses daily to assist with nurse duties as delegated by the school nurse.
- 2) Any school which does not have a nurse available for a given school day will be all remote for that day.

C) Faculty Assignments

- 1) Faculty may agree to creative solutions for dividing workloads, but such division of workloads must be agreed to by both teachers as well as the relevant department head or grade leader and the Assistant Superintendent of Teaching and Learning.

D) Remote Learning Academy (RLA) and Class Size

- 1) Class sizes in all models except for the "all-in" mode will be governed by the School Committee's policy on class size. In the "all-in" model, class sizes may be less than the School Committee's class size in order to allow for applicable distancing requirements.
- 2) Any RLA class will count as a full class as part of the teaching assignment for that faculty member.
- 3) If any RLA student requests a course that is not scheduled to be offered in the RLA due to low enrollment, the non-RLA teacher of the course will be consulted to determine the feasibility of having the RLA student(s) join the non-RLA course. If the parties cannot agree on a solution to embed the RLA students into their non-RLA course, the parties will discuss offering the course via a 3rd-party vendor.

- a) Any course offered by a 3rd-party vendor shall only be for the 2020-2021 school year.
 - b) If RLA students are embedded in the non-RLA course, the RLA students will count towards the total number of students in the course.
- 4) Secondary school courses offered in the RLA will be the same as those listed in the WPS course catalogs. Whenever possible, courses requested by students will be offered in the RLA, including Honors and AP options, as well as all WPS World Languages and Electives. Any substantial changes to the curriculum—e.g. an "embedded honors" option—must be separately arranged and agreed to through collaboration and problem solving by the department head, the high school administration, and the impacted faculty member.

E) Meeting Times

- 1) All scheduled building-based, grade-based, department, subject team, district, and cross-team professional development meetings will be held remotely unless otherwise agreed by all parties. Unscheduled, impromptu meetings with a small number of adults should be held outside whenever possible.

F) Time in the Buildings (For faculty not working from home)

- 1) Hybrid Model Expectations:

Faculty shall fulfill their responsibilities with professionalism and integrity. On a daily basis, faculty will choose whether they complete aspects of their job not related to in-person work with students in the school building or at home. To maintain a "closed campus" on a daily basis, faculty members who leave campus should not return that day. Faculty members will sign-out for the day on a Google Doc or Google Form if they are leaving before the end of the student-day.

- 2) Remote Model Expectations

- a) If a hybrid model is implemented on September 15, 2020 and a remote model is put in place prior to October 1, 2020 for safety reasons, the following language applies:

Faculty members will use their professional judgment in deciding whether to work in the school building or at home. Faculty members working from home will enter "Working from Home (COVID 19)" into AESOP and will email their principal and/or direct supervisor.

- b) The parties will meet by October 1 to discuss expectations if the all-remote model is implemented.

G) Substitute Coverage

WPS will employ building-based staff for substitute teaching. However, high school faculty may be asked to fulfill substitute duties when necessary. In no case, will substitute teaching be a regularly assigned duty.

H) Parent-Teacher Conferences

- 1) Parent-teacher conferences will be held remotely and will take place during scheduled work hours, not including during teachers' individual preparation time, before or after school.

I) At-Home Services

- 1) No faculty member will provide any at-home services as part of employment in the Weston Public Schools without an agreement between all parties.

E) TECHNOLOGY

A) Provision of Technology to Faculty

- 1) WPS shall provide to each faculty member appropriate technology as determined by WPS administration as well as technical support. WPS administration and faculty members will consult throughout the year regarding effective hardware, software, and support strategies.
- 2) WPS will use best efforts to provide that necessary technology will be set up and tested by technology support staff before September 10 so that the system in each room is in good working order and teachers have time to practice.

B) Video Technologies

- 1) The parties agree that video technologies are critical to the successful implementation of a hybrid or remote teaching model.
 - a) "Live-streaming" means videoing and broadcasting while teaching a live cohort of students present in the room.
 - b) "Video Recording" means recording content for students to view later asynchronously.
 - c) "Broadcasting" means teaching synchronously online to students, none of whom are in the same room with the teacher.
- 2) Faculty will work in teams across buildings, disciplines, levels, and courses, with the WPS administration to establish expectations for the proportion of

synchronous/asynchronous electronic content. Protocols will be established for live-streaming, video recording, and broadcasting. This will vary by age group and content area. These protocols will be jointly developed by faculty and administrators in each building and will be approved by the WEA prior to the start of school. Core principles include

- a) Best practice for remote instruction encompasses a variety of activities and modalities and is not identical to best practice for in-person instruction. Best practice for remote instruction also differs based on content and age-group.
 - b) Teachers will engage their students who are scheduled for remote learning on a given day with a variety of activities to deliver the necessary material to ensure that students in different cohorts of different sections of a course will have a substantially equivalent educational experience.
 - c) Remote students, regardless of model, will be given the opportunity for live interaction with instructors from a variety of subject areas each day.
 - d) Teachers will communicate with students who are absent from an in-person class to determine the best times and approach for providing those students with the material they missed. These approaches may include one-on-one or small group meetings, videos of direct instruction, interactive activities, student participation in the other cohort's remote activities for the day, live streaming, or other such activities that the teacher deems appropriate.
 - e) At the Elementary level, live-streaming will first be used during Morning Meeting (which will include both in-person and remote day students). A working group will be established, including faculty members, to determine appropriate live-streaming expectations for elementary students moving forward. That will include formal surveying of families to assess the effectiveness of live-streaming.
- 3) Except as provided in 2(e) above, faculty will use their professional judgment in a given class period to determine the timing and extent of any live-streaming to remote students, provided, however, that students across different sections of a grade or course are given substantially equivalent learning experiences.

F) SCHEDULE AND CALENDAR

- A) Teacher Work Days (no school for students):
- 1) Aug 31, Sept 1, 2, 3, 4, 8, 9, 10, 11, 14

- 2) Other 2 PD Days: Friday, January 15, and Friday, March 12 with the understanding these may change with an agreement by all parties.
 - 3) The student year will be 172 student days unless the parties agree to additional professional development days.
- B) The first day of school for students will be Tuesday, September 15, 2020. All other aspects of the school calendar shall remain including early release days for conferences.
- C) Four (4) day weeks in the hybrid model in September and October:
- 1) Wednesday 9/16, Wednesday 9/30, and Wednesday 10/14 are in-school days that will follow the Monday schedule.
 - 2) During these weeks, all parties will make best efforts to limit as many meetings as possible.
 - 3) The schedules for future 4-day weeks will be determined at a later date.

G) FURTHER BARGAINING

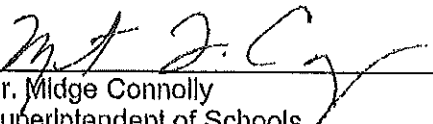
The parties agree to meet about every three weeks to continue bargaining other issues as needed.

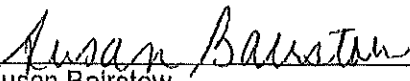
H) SUNSET PROVISION

The terms of this Memorandum of Agreement shall expire on the last day of the school calendar in June of 2021. Notwithstanding, the parties agree to meet at least quarterly in the interim to discuss any modifications made necessary by changing circumstances or experience gained.

For Weston Public Schools:

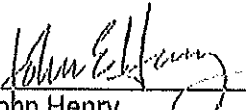
For Weston Education Association:


 Dr. Midge Connolly
 Superintendent of Schools


 Susan Bairstow
 President, Weston Education Association:

9/4/20
 Date

9/4/20
 Date


 John Henry
 Chair, Weston School Committee

September 4, 2020
 Date