

**Memorandum of Agreement (MOA) between the Westwood School Committee  
and the Westwood Teachers' Association (WTA) for 2020-2021**

This Memorandum of Agreement is entered into this 27<sup>th</sup> day of August, 2020, by and between the Westwood School Committee and the Westwood Teachers' Association. This agreement ends June 30<sup>th</sup>, 2021.

Whereas, the duly authorized representatives of the Committee and the Association have met and bargained in good faith,

Now, therefore, in consideration of mutual covenants and promises, the Parties agree as follows:

**PREAMBLE:**

1. Unless explicitly outlined below, all provisions of the current Collective Bargaining Agreement between the Westwood School Committee and the Westwood Teachers' Association shall remain in full force and effect.
2. The WTA and Westwood School Committee agree to meet on Sept. 18<sup>th</sup>, Oct. 2<sup>nd</sup>, Oct. 23<sup>rd</sup>, Nov. 6<sup>th</sup>, and Nov. 20<sup>th</sup> for the purpose of evaluating the efficacy of the MOA and making related proposals for modifications. Beginning in December the parties will meet monthly for this purpose. In addition, in the event of a change in any federal or state guidance or significant change in health metrics, the parties agree to meet and negotiate in an expedited manner upon request of either party.
3. The WTA supports the legal & ethical obligation to provide Special Education to the students of Westwood. In an effort to manage the impact of workload for special education staff WTA members for the 2020- 2021 school year only, the district will take the following steps aligned with special education regulations, timelines and prioritization guidance:
  - Create a list of known outstanding special education evaluations during the period of closure in Spring 2020
  - Offer WTA member staff assigned to work with the student the opportunity to evaluate the student as additional work outside of school hours
  - Offer WTA member staff with appropriate credential (but who might be from another school/level) opportunity to evaluate the student as additional work outside of school hours
  - Purchase outside evaluations from independent vendors for remaining students

Evaluations completed by WTA members will be paid at the member's hourly rate for a package of ten to twelve hours to evaluate the student and write the report. Staff will be made available to attend IEP meetings to present their report during the work day.

4. The term School Community shall be defined as: Students, Employees, Parents/Guardians of Students, and visitors.

**A. HEALTH & SAFETY**

*The Westwood Teachers' Association top priority is the health and safety of all.  
To ensure a culture of safety:*

1. The district protocols will align with CDC, the Mass Department of Health, and DESE recommendations to ensure the greatest possible safety. Before classes start, the district will provide training to ensure all staff members follow the Westwood health and safety protocols. The district agrees to the 6 foot distancing guidelines in creating working/learning spaces. It is understood that members working with various student populations may need to be in closer contact with particular students.
2. The District will acknowledge and allow to the extent possible, a remote teaching assignment as a Reasonable Accommodation according to the ADA for members with medically documented health conditions that prohibit them from being in the building. This will include members who reside with medically documented compromised individuals.
3. All members of the School Community must adhere to the [School Committee's policy regarding masks and face coverings](#).
4. Mask/Bathroom Breaks for Members: At the elementary level, mask/bathroom breaks will happen for members during the 15 or 30 minute specialist blocks. Principals should schedule these specialist blocks keeping in mind individual classroom schedules, and avoiding a classroom teacher working for extended periods without a break.
5. The District's *Covid Health and Safety Team's* responsibilities include making sure that the health and safety protocols ([Fall 2020 Comprehensive Reopening Plan](#) and the [District Policy Handbook for 2020-2021](#)) are being implemented. Classrooms that have not met the guidelines as a safe area shall not be used. In addition to the regular after school cleaning, staff restrooms will also be cleaned midday in all buildings.
6. The COVID-19 Monitoring and Response Team in collaboration with building leadership will be responsible for monitoring the implementation of health and safety protocols. If there is a health and safety concern, the member(s) will submit the [appropriate form](#), which will automatically notify the COVID-19 team, the appropriate building administrator, and the WTA President to document the concern. If the member is not able to remedy the concern themselves, the building administrator will take appropriate action to address the situation in consultation with the COVID-19 team. If the member is concerned that the issue has not been effectively addressed in a reasonable amount of time or represents a pattern, the member or their WTA representative should contact the Superintendent's office.
7. All rooms shall be equipped with a maintenance cleaning log that will contain the time, date and person who cleaned the room. Cleaning protocols will be followed as outlined in the [Operations Manual](#) for the 2020-2021 school year.
8. The district will [maintain a log that lists each WPS working space](#). The log will describe in detail the HVAC equipment and/or mechanical items that are found in said space related to maintaining a healthy environment.
9. The head of the *Covid Health and Safety Team* (RN) will provide the WTA President with all relevant reports and updates provided to the administration (excluding any identifying or confidential medical information).

10. All meetings: parent/teacher conferences, IEP meetings, etc. (building & district wide) will happen virtually. The exception to this item is that SPED Directors will be available to host IEP meetings when the parent or guardian requests an in-person meeting.
11. Curriculum Nights will be held virtually this year. The type of online session will be consistent by grade level and department.
12. Each building will have a permanent building substitute who will be deployed to cover classes. If the number of member absences exceeds the building substitute's capacity, then the District will use elementary specialists and secondary teachers to cover absences. The WTA finds this extremely problematic. The district is committed to seeking out other means for additional absences. Members will not be required to teach additional courses to cover teaching gaps created by a member who leaves the district or is out for an extended absence.
13. All members will have an appropriate socially distanced space for lunch.
14. Each school will ensure a distancing plan for students with clear protocols for school arrival and dismissal, moving safely between classes, and taking outdoor mask breaks.
15. Whenever possible, all optional mask and snack breaks for students will take place outside the building.
16. Members, especially those who work with our substantially compromised students, will be provided KN95 masks and all the PPE necessary to have close contact with students. The items available for staff members can be found in the DESE guide, referenced in the [District Policy Handbook for 2020-2021](#).
17. The [District Policy Handbook for 2020-2021](#) will outline in detail the appropriate protocol for all School Community Members who have traveled to high risk areas.
18. The District will request that its HVAC consultant provide a detailed written summary of the WPS's adherence to DESE's ventilation and HVAC system's guidance. The detailed written summary will be provided to the WTA.

*In addition to ensuring a safe environment, the following items will support our members in these very uncertain times.*

## **B. SICK DAYS & LEAVES**

1. Any members asked to self-isolate by the Westwood Public Schools or the Westwood Public Health Department due to a COVID-19 incident will receive their regular paychecks, and NOT be charged sick days from their personal sick day account. Members who are not sick may teach remotely during this period.
2. All members will receive an additional 5 days of sick time each semester for the 2020-2021 year. These days will NOT roll over beyond the 2020-2021 school year. First semester days will not roll into the second semester.

3. Article XIX Leaves of Absence, Section 3 subsection a, iv. - Parental Leaves of Absence (page 50) will be suspended for the duration of the MOA.
4. Leaves of absence will be available for Professional Status members and non-PTS members.
5. The District Leadership Team commits to asking the Westwood Healthcare Review Committee to use the Health Mitigation fund to help defray the cost of health insurance for members who had to take an unpaid leave for 2020-2021 due to medical concerns.

### **C. EVALUATION & PROFESSIONAL DEVELOPMENT**

*The pandemic has created an unprecedented time for schools. We understand that members and evaluators do not have direct experience teaching remotely, or in a hybrid situation. Therefore, we see evaluation for the 2020-2021 year as an opportunity for in-depth discussions and reflections on learning. We welcome administrators into our "classrooms," with the understanding that these classrooms will not look like classrooms before the pandemic.*

1. Following a classroom visit, evaluators will contact the member within 48 hours to discuss and reflect on the learning. The district will provide ongoing technical support, and opportunities for colleagues to engage in successful learning practices/strategies.
2. There are unique circumstances of the 2020-2021 school year as it relates to a member's evaluation. If an evaluator is concerned about a member's performance this year, and thinks the member will not make the June proficient benchmarks, the member must be notified on or before February 1st, 2021. The goal of the district will be to provide all the necessary training and support to ensure all members make the proficient rating.
3. The WPS acknowledges that for the purpose of the evaluation system, observational data is collected directly by evaluators. If parents/guardians contact administrators with a serious complaint about a member, the procedure outlined in Article XXIII, 5 will be followed.
4. Members who were on an Improvement Plan prior to March, 2020 will remain on the Improvement Plan for 2020-2021. Members and evaluators are encouraged to discuss growth opportunities related to the goals outlined in the Improvement Plan. Members may be able to demonstrate growth to satisfy the requirements of the Improvement Plan during the 2020-2021 school year. If a member does not satisfy the requirements of their improvement plan during the 2020-2021 school year, they will start the 2021-2022 school year on the same improvement plan. Failure to satisfy an improvement plan will not be grounds for termination during the 2020-2021 School Year.
5. All staff meetings and PD sessions will take place on Wednesdays. Staff meetings will be held on the first Wednesday of the month. They will begin after synchronous learning time concludes and teachers have the opportunity to have a 30 minute lunch break. Staff meetings will run for no more than 1 hour. Professional development and collaboration sessions will be held on one or two remaining Wednesdays each month. The time for PD sessions will be 1:00-3:00 for PreK, K-5, and Thurston, and 1:35-2:55 for High School.
6. Professional development for the 2020-2021 school year will be focused on supporting teaching and learning during the pandemic, with a significant emphasis on equity and culturally responsive

practices. Whenever possible, professional development will be differentiated and provide educators with opportunities for choice.

7. With the reduction in the number of available PD courses, members will be able to fulfill the lane change requirements using online courses, subject to the contractual approval process. Article III sec 3a (page 9) will be waived for the duration of the MOA (The requirement that nine (9) credits come from Westwood PD courses.)
8. Professional/Licensure responsibilities: The District shall take all steps within its power, including requesting waivers, to extend timelines for advancing or renewing current licenses based on barriers to educators' ability to earn PDPs, take or pass MTEs, and meet other coursework or program requirements. This language shall be construed as the parties' intent to keep current employees licensed and employed with the District.

#### **D. FULL REMOTE LEARNING**

1. All members will have a 45-minute unassigned, uninterrupted, prep time every day, as well as a 30 minute unassigned, uninterrupted, lunch. This includes ALL SPED personnel.
2. There will be no recording, photographing or screenshotting of any online teaching. The district will create a policy guide for families with clear expectations in this regard. Families will be required to sign and return the policy guidelines BEFORE school begins. Any violations of this policy shall be followed by a phone call from the building principal to remind the family of the school's expectations.
3. In consultation with their supervisor, members will have the option to work from home or from a work space in the WPS, with the exception of members who work with high needs students who may need to be served in-person. The work space may or may not be in the member's school building as the district may choose to close certain buildings while in the fully remote model.
4. In the fully remote model, members will adhere to the daily schedule articulated in the district's Fall Reopening Plan.

#### **E. HYBRID LEARNING**

1. All members will have a 45-minute unassigned, uninterrupted, prep time every day, as well as a 30 minute unassigned, uninterrupted, lunch. This includes ALL SPED personnel.
2. The District is asking elementary members (not classroom teachers) to cover elementary lunches. The WTA finds this extremely problematic. However, elementary specialists may be utilized to provide lunch coverage.
3. There will be no recording, photographing or screenshotting of any online teaching. The district will create a policy guide for families with clear expectations in this regard. Families will be required to sign and return the policy guidelines BEFORE school begins. Any violations of this policy shall be followed by a phone call from the building principal to remind the family of the school's expectations.
4. In the hybrid model, teachers are strongly encouraged to include the at-home students as much as possible in synchronous instruction, using a variety of strategies to do so. District PD will be heavily focused on appropriate ways to include students who are accessing remotely.

- 5. On in-person days following the dismissal of students, members will be available in all buildings for 30 minutes. After the 30 minutes, all members may choose to leave the facility and continue their prep time at home.
- 6. In the hybrid model, members (with the exception of the 5 day preschool) will work from home on remote Wednesdays. Members will adhere to the daily schedule articulated in the District's Fall Reopening Plan.


**F. SCOPE & MISCELLANEOUS**

- 1. As the school year for students has been reduced to a minimum of 170 days, there remain in the work calendar 14 additional days for members. Eight of those days will be used before school begins for PD and other important items to prepare for the opening of school. Three of the remaining days will be used for embedded PD between October 1 and May 28 of the 2020-2021 school year. The November Election Day has already been chosen as one of the remote embedded PD days. One day will be used at the close of school to pack up classrooms for summer cleaning. Two days will be considered "worked" in recognition of the countless hours members have put in before August 31 to prepare for the 2020-2021 school year.
- 2. Members will be able to wear protective clothing, including face coverings.
- 3. For members who have been reassigned, these agreements are in effect only for the 2020-2021 school year. Adequate professional support (ie: PD, training, mentor) will be given for members who are reassigned to ensure success for all.
- 4. The Administration agrees to return members reassigned during the 2020-2021 school year to their 2019-2020 position, barring financial constraints, enrollment issues, or other unforeseen circumstances.

*See attached page for Phase-in Model for the opening of school 2020-2021.*

*The Parties agree that signatures by electronic signature are acceptable originals.*

Signed by the duly authorized bargaining representative on the dates set forth below:

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 9/2/2020  
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 Paul Grenham, President  
 Westwood Teachers' Association

DocuSigned by:  
  
 9/2/2020  
 51A6C09B897C4EB...  
 Carol Lewis, Chair  
 Westwood School Committee

***Phase-in Model for the Opening of School 2020-2021***

September 14	PreK, K, 1, 2, 3, 6, 9, 12, & all high needs  * Grades K, 1, 2 & 3 will receive the support of an extra adult in each classroom, as much as possible, for the first two weeks of school.  (Grades 4, 5, 7, 8, 10, and 11 - remote)
September 21	4, 7, 11  (Grades 5, 8, and 10 - remote)
September 28	5, 8, 10