

Memorandum of Agreement
For Learning During Covid-19

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement (“Agreement”) is made and entered into by the Wayland School Committee (hereinafter, “Committee”) and the Wayland Teachers Association (hereinafter, “Association”).

WHEREAS, the Association and the Committee were parties to a Collective Bargaining Agreement with a term of July 1, 2017 through June 30, 2020, and have tentatively agreed on an extension of their Collective Bargaining Agreement for the period of July 1, 2020 to June 30, 2023 (hereinafter, the “2020-2023 CBA”); and

WHEREAS, in connection with the public health emergency associated with the COVID-19 outbreak (“Emergency”), the Massachusetts Department of Elementary and Secondary Education have provided guidance on school opening for 2020-2021 school year and for the benefit of students, and required school districts to develop and submit a reopening plan which addresses three possible learning models: remote, in-person, and a hybrid of remote and in-person; and

WHEREAS, in connection with the Emergency, the Massachusetts Department of Public Health and the Wayland Board of Health have provided guidance on school opening for the 2020-2021 school year for benefit of public school students, staff and administrators; and

WHEREAS, on August 5, 2020, the Committee approved the Wayland Public Schools Reopening Plan (“the Plan”), and

WHEREAS, representatives of the Committee and the Association have bargained over the impacts of the Plan on the wages, hours, and other terms and conditions of employment of Association members;

WHEREAS, the Members, District and School Administrators, and the Committee recognize that it is our collective responsibility to provide students with the best educational experience possible in a safe and healthy environment. We will continue to work together to provide all students with an engaging, structured, supportive learning environment, which will enable them to grow both as learners and as caring members of a community. We value clear communication and equitable access around learning goals, expectations, and feedback and recognize that timely and honest communication among and between students, parents, teachers, and administrators is of vital importance to the success of education in these challenging circumstances. We are committed to excellence in teaching and learning as well as mutual accountability and support.

NOW THEREFORE, the Wayland Public Schools and the Wayland Teachers Association hereby agree to the following:

Section A: General Provisions

1. This Agreement shall remain in effect for the 2020-2021 school year (the "Term"). Subject to ratification, all terms and conditions of the 2020-2023 CBA between the Committee and the Association will remain in effect except as modified by this Agreement. All references to the 2020-2023 CBA are subject to ratification.
2. This Agreement does not create, modify, or abolish any past practice, work rule, or other Agreement between the Parties except as specifically stated herein.
3. This Agreement sets no precedent, and may not be used in any proceeding except one to enforce its terms.
4. The Association and Committee shall form a Covid Learning and Safety Committee (CLSC) which shall meet as needed during the term of this Agreement to discuss the implementation of this Agreement consistent with its terms, and to fulfill any bargaining obligations the parties may have related to changing circumstances around the public health emergency.
5. The Parties each reserve all of their rights under the law with respect to any matter subject to bargaining not addressed herein.

Section B: Employee Safety, Illness, & Absentee Procedures

1. For the duration of this Agreement, staff will fully comply with all health and safety directives of the Wayland Board of Health, the Wayland Board of Selectmen, and the Wayland School Committee related in any way to the Emergency.
2. Prior to commencing the hybrid model, the District will confirm that the Town of Wayland has completed the work necessary to implement the recommendations set forth on Exhibit A attached hereto, consistent with the August, 2020 *WPS Space & Ventilation Study*, in all building spaces that will be occupied. The District will provide to the Association documentation about work completed. Nothing in this paragraph shall prevent teachers, staff, and discrete groups of students from working in the school buildings prior to the hybrid model.
3. Beginning five (5) days prior to the opening of buildings and continuing for as long as In-Person Learning continues, all HVAC systems will run for two hours prior to the start of the work day to two hours following the end of the work day, to help ensure safe air circulation.

4. Educators will be provided two medical grade masks per week. Additional masks and face shields will be provided to educators upon request, and gloves will be provided for each classroom. Training on the proper use of PPE will be provided prior to the start of in-person learning. The District will maintain a supply of masks for students who forget or soil their masks during the day.
5. The Committee will establish and implement a face covering policy for students, staff, and visitors.
6. All educators will be provided no less than two (2) separate and distinct mask breaks of no less than ten minutes each day, during which they will not be responsible for student supervision. Breaks may be taken outdoors when practicable, with six-foot social distancing maintained.
7. Each school building will develop a plan for student and staff movement, including procedures for the safe entry to and exit from the building.
8. The District will follow DESE guidelines for responding to exposure or suspected exposure of students and staff to COVID-19.
9. In the event an educator is required to quarantine due to possible COVID-19 exposure at school, the District may permit the educator to work remotely, provided that a remote assignment is available and the educator is able to perform all job duties satisfactorily. If a remote assignment is not available, the educator will first access FFCRA leave, if available. If FFCRA leave is not available, the educator will be placed on paid administrative leave, and will not be required to access sick leave.
10. All commonly touched surfaces within each building will be cleaned daily by District custodial staff according to the most recent CDC and DESE guidelines. In the event guidelines change, the District will notify the Association of the change and the effective date for implementation as far in advance of any change as practicable.
11. The District will establish safety protocols for outside visitors in school buildings.
12. The District will post signage conspicuously and strategically through all buildings reminding students of the importance of meticulous adherence to all safety protocols outlined herein, including but not limited to hand-washing, social distancing, refraining from use of shared objects and so on.

13. If a member is granted a leave of absence during the 2020-2021 school year, the District agrees to permit their non-resident child or children who are enrolled in the Wayland Public Schools to continue their attendance.
14. The District shall comply with the following hand washing logistical requirements each day that school is in session:
 - a. every room with a sink shall be stocked with soap, hand sanitizer with at least 60% alcohol content per CDC recommendations, and no touch hand drying equipment;
 - b. every classroom shall be provided hand sanitizer with at least 60% alcohol content;
 - c. non-classroom workspaces shall be provided hand sanitizer with at least 60% alcohol content;
 - d. there will be a sink (some portable) in each elementary classroom
15. A cleaning schedule will be posted for all faculty bathrooms, with a sign off. If toilets or urinals need to be closed to meet social distancing requirements, the administration will ensure that there are still enough toilets and urinals to meet OSHA guidelines.
16. The Covid Learning and Safety Committee (CLSC), working in collaboration with any necessary outside experts, will develop draft district protocols for carbon dioxide monitoring as a method to confirm that ventilation air is operational and appropriate, to recommend to the School Committee. The Committee may choose, at its discretion, to implement CO₂ monitoring prior to receiving any recommendations from the CLSC.

Section C: Compensation & Working Conditions

1. During the 2020-21 school year, employees shall continue to be paid their full annual salary (including longevity) according to the regular payment schedule and will deliver the contractual hours of work pursuant to the 2020-23 CBA.
2. Members of the Association agree to respond to professional email through the WPS email system in a timely fashion, and no later than forty-eight hours of receipt, exclusive of weekends, provided that the member is not on leave.
3. The Administration will make efforts to minimize any scheduling of multiple defined student cohorts to share spaces concurrently for in-person learning.
4. During the initial remote period, outdoor spaces will be prioritized for any in-person experiences for students, including students receiving special education services where outdoor spaces would enhance their service delivery. In-person experiences for students

in buildings during the initial remote period will be scheduled to occur only in spaces that have been approved as meeting DESE guidelines.

5. With the exception of weeks with fewer than five school days and/or weeks in which special activities (field trips, assemblies, etc.) are scheduled, elementary classroom teachers will receive no fewer than 285 minutes of unassigned time per week for personal preparation. In the hybrid model, a large majority of this unassigned time may need to be scheduled on Wednesdays. In no case will unassigned time for personal preparation for elementary classroom teachers be scheduled in fewer than 30-minute increments.
6. While teaching in the WRAP program, educators will have reasonable discretion in the extent to which they implement any supplementary curriculum provided by the District.
7. Elementary technology specialists will not be responsible for providing hardware support. The Administration will provide a reasonable protocol for families in need of tech support and will prioritize the roles of technology specialists and support staff.

Section D: Meetings

1. School and District Administration shall provide for a reasonable amount of time each week for professional meetings, consistent with the terms of the 2020-23 Collective Bargaining Agreement.
2. In accordance with DESE's Special Education Guidance and the direction of the District's Director of Student Services, special educators and other employees required by law to participate will deliver all Special Education Services pursuant to relevant IEP and 504 plans. Meetings will be scheduled by mutual agreement between all those required to attend.

Section E: Stipends

1. Any delivery of stipendiary work typically accomplished in person shall be subject to guidance by DESE the Mass BOH, MIAA and the Wayland Board of Health. Examples of such work might include meetings with students in a club or activity, or athletics. During the remote and hybrid phase, activities and clubs which can reasonably be conducted online may meet virtually.
2. In the event that Employees deliver stipendiary work, they shall be compensated pursuant to the terms of the 2020-2023 CBA. In the event that a club, activity, or athletic season is only partially completed, the stipend will be prorated.

Section F: Instructional Plans

1. Employees will plan for and implement remote, hybrid, and in-person instruction in accordance with the terms of this Agreement. All remote, hybrid and in-person instructional days delivered hereunder will count as work days under the 2020-2023 CBA. The sum of remote and hybrid instruction and planning days and in-person work days shall not exceed the regular contractual work year of 182.5 days.
2. Instruction will be implemented as follows:
 - a. The District has specified that instruction will be remote for most students until October 19, 2020 at which time the District plans to switch to a hybrid model. Both the Committee and the Association recognize that remote and hybrid instruction will manifest differently at the various school levels, and across various positions. Employees will follow the curriculum plans of the School and District Administration, and this Agreement in determining and implementing the details of remote and hybrid instruction in all classes and at all levels.
 - b. The parties agree and acknowledge that Employees shall deliver instruction and other services for a full work day pursuant to the schedule and parameters established by the Administration and the work hours established in the CBA. Employees are expected to deliver the prescribed hours of scheduled synchronous academic instruction to their students.
 - c. Employees shall maintain regular contact (whether synchronous or asynchronous) with their students and families to provide continuity of educational support. Examples of asynchronous contact may include, but are not limited to: class, or grade-level short recorded messages, group emails, posting materials on online platforms, and/or posting to WPS websites providing students with feedback, and answering student questions online.
 - d. In order to implement remote and hybrid instruction, employees are expected to be present in the school buildings during working hours. Educators are encouraged to work in schools, but will have the option to work remotely through October 2 as scheduled by the School and District administration. Educators will teach students remotely from their classrooms in the school buildings employing school owned technology, beginning October 5 as scheduled by the School and District Administration. Special Education teachers will be required to work in their school buildings as scheduled by administration beginning on September 14. Kindergarten teachers may be required to begin work in their school buildings prior to October 5, in

the event the Committee establishes an earlier start date for Kindergarten hybrid instruction.

- e. During the initial period of remote instruction, discrete groups of students, which may include Kindergarten students, will be present in the School Buildings. Additionally, groups of students will be present on school property, but not in the school buildings.
 - f. Except as necessary to perform on an agreement to work from home granted under Section F.4. below, employees shall not be required to use their own personal computers, phones, or other devices for remote instruction.
 - g. The Association and Committee understand and acknowledge that the goal of instruction delivered during the Emergency is to provide students with robust curriculum progression, social-emotional support and educational continuity to the maximum extent possible under the circumstances. The parties will strive to achieve the exceptional Wayland education parents and students are accustomed to receiving, with the goal of delivering the full Wayland curriculum for each grade/course.
3. The District has identified ten planning days scheduled between August 27 and September 11, 2020 ("Planning Days") for professional development and planning of remote and hybrid learning, the development or augmenting of curriculum, and training regarding health and safety protocols and building procedures. During this time, classes will not be held and teachers will not be responsible for student instruction, but student orientation and non-academic meetings may be held. Teachers will have flexibility in choosing their work setting during the Planning Days, provided that they must be on site for scheduled in-person student activities.
 4. Staff members may make formal requests of the Assistant Superintendent to be allowed flexibility in working remotely after October 5th. Such requests shall be considered in consultation with the staff member's supervisor and based on demonstration that: the member has extenuating circumstances supporting the request to teach remotely; the member will provide as engaging and robust an educational experience for the students in their class as could be provided in person under the hybrid model; the remote work will not have an adverse impact on their job performance; and the remote work does not create an undue hardship for the district. Such requests will be granted at the sole discretion of the Assistant Superintendent, as designee of the Superintendent, and consistent with applicable law and district policies and guidelines.
 5. Staff members with qualifying conditions under the Americans with Disabilities Act will be encouraged to work with the district to develop accommodation plans, which may

include remote work to the extent it does not create an undue hardship for the district or prevent them from completing the essential duties of their job.

6. The Administration will establish expectations for student conduct while participating in remote and hybrid learning, and will communicate these expectations to students and families. The Administration will take reasonable steps to enforce compliance with these expectations.
7. No member will be disciplined or reprimanded for any challenges they may have with technology provided that they make every effort to seek support and training in a timely manner so as to avoid any adverse impact on student learning. This provision shall not apply to staff who are granted the ability to teach remotely under F.4. or F.5 above. Synchronous lessons may not be recorded by students/families unless required by the student to support his or her IEP or 504 plan, with notice to the teacher and building principal.
8. Under the Hybrid model, teachers will be responsible for delivering robust, engaging, and complete curriculum content, but may choose which elements to deliver across the different platforms (virtual or in-person) in consultation with their colleagues, department heads and supervisors.
9. During the hybrid model, members will not be required to teach in physical spaces where the square footage and configuration of the space does not allow for at least six feet of distance between all individuals.

Section G: Evaluation

All instruction shall be deemed ordinary working conditions for all staff not on leave and Employees will be evaluated on the planning and delivery of remote, hybrid, and in person instruction pursuant to the terms of the 2020-2023 CBA.

Section H: Duration of the Plan and Transitioning Between Models

1. The Committee shall determine when and how the Wayland Public Schools, or any portion thereof shall transition between learning models under the Plan, including any determination to return to all in-person learning in the school buildings. The CLSC and the Association will be informed, including relevant metrics, when the District is considering transitioning between learning models and shall be provided with an opportunity to discuss the transition. The CLSC may provide the Committee and the Association with information regarding the relevant metrics. Nothing contained in this Section H shall be interpreted to limit or constrain the authority of the Committee, acting

in its sole discretion, to determine when and how a transition in learning models will occur.

2. The School Committee will provide the Association with no less than two (2) weeks' notice of its intent to transition to a fully in-person learning model.

WHEREFORE, intending to be bound, the Parties have executed this Agreement as of the date set forth below:

FOR THE COMMITTEE:

Jeanne F Downs, chair
Date: 9/28/2020

Date: _____

FOR THE ASSOCIATION:

Kara G. Foley, President
Date: 09/28/2020

Date: _____

Exhibit A

Recommendations to be implemented prior to beginning hybrid model

1. Confirm all equipment is fully operational, operating on proper occupancy schedules, cleaned and maintained.
2. Operate equipment in occupied mode for a minimum of one week prior to start of school.
3. Operate equipment in occupied mode for a minimum of 2 hours before the start of each school/work day and until all occupants leave the building.
4. Where and when possible open windows in all occupied areas.
5. Implement a preventive maintenance plan to ensure equipment remains operational and filters are changed regularly.
6. Increase ventilation rates to the maximum extent possible.
7. Increase filtration efficiencies (MERV ratings) to the maximum extent possible.
8. Implement a control monitoring program including setting up specific trend logs and alarms.