

## 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 Wellesley and the Wellesley Educators Association (formerly Wellesley Teachers Association and the Wellesley Educational Professional Support 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 Wellesley Educators Association in light of the COVID-19 pandemic. The terms of this agreement will remain in effect until June 30 2021. The Wellesley School Committee and the Wellesley Educators Association hereby agree to the following:

1. The Association and the Administration mutually agree that our shared goal is a safe return to schools for all members of the WPS Community. The Association and the Administration share a joint commitment to ensure that every member of the community feels safe in our buildings. Employees will be prioritized according to their ADA and FFCRA reason and then the selection process will take place.
2. The Administration will staff the “Remote Learning School” according to the following process:
  - a. Prioritization
    - i. Health or Medical Accommodation: Staff who have a documented medical history placing them at-risk for infection and serious illness shall be given priority over individuals with childcare issues or professional preference to work in a remote setting. Equal consideration will be granted to any staff member who lives with or cares for an individual at-risk for infection and serious illness.
    - ii. Childcare: An employee who is caring for his or her child whose school or place of child care is closed (or child care provider is unavailable) due to COVID-19 related reasons.
    - iii. Professional Preference: Members who believe their professional practice would be improved in a remote setting.
  - b. Selection Process: The number of Remote Learning School positions will be calculated based on number of students/families who selected the Remote Learning School option. The selection committee will use the following criteria when selecting candidates for the Remote Learning School: Licensure, qualifications, coursework, self reflections, experience, and references.

3. Prior to the signing of this agreement, the School Committee and the Association will mutually agree on COVID-19 statistical metrics to govern the closing and reopening on onsite learning [Appendix E]. In accordance with DESE guidance and in consultation with the local Board of Health, the District will monitor conditions to make school-level decisions. Understanding that our collective knowledge of the virus is evolving, the Association and the School Committee reserve the right to petition to change these metrics in light of new data. Such petition shall first be brought to a district-wide Health and Safety Committee for joint resolution. Should the committee not achieve full consensus, the Association reserves the right to bargain a change in these metrics.
4. Staff who work onsite will receive comprehensive building safety training within 2 days of his/her return to work and must comply with all safety rules and regulations set forth in Appendix A of this agreement.
5. The Association and the School Committee make the following agreement concerning the expectation of staff during the phased reopening of schools for the 20-21 school year.
  - a. During the week of August 31st, staff will engage in remote professional development. Staff have the option of working on-site or remotely.
  - b. During the week of September 7th, staff will report to their buildings as scheduled for safety protocol training, professional development, classroom set-up, and materials distribution. During the week of September 14th, staff are encouraged to report to buildings, but may have the option to continue work remotely. Classes will commence on September 16th, 2020 with a half-day.
  - c. For the remainder of September, staff are encouraged to report to buildings, but may have the option to continue work remotely.
  - d. If in compliance with the safety metrics and policies outlined in Appendix A of this agreement, staff working in the hybrid model will return to their building on October 1, 2020.
6. Educators may be assigned to teach groups of students who may be fully remote, remote in a hybrid model, or in-person. On Wednesdays, educators will teach all classes and/or groups remotely.

The terms set forth in this Memorandum of Agreement represent the full and complete understanding of the parties signed below and supersede any and all prior verbal and written representations, understanding, or agreements in connection with this matter and do not establish any type of practice or precedent.

For Wellesley Public Schools:

For Wellesley Educators' Association:

---

Dr. David Lussier  
Superintendent of Schools

---

Kyle Gekopi  
President, Wellesley Educators Association

---

Date

---

Date

---

Linda Chow  
Chairperson, Wellesley School Committee

---

Date

## **Appendix A: Health & Safety**

It is agreed by both parties that all supervisors must comply with safety guidelines and may not create individual requirements for their building that negate any part of this agreement or the directives issued by the Health & Safety Committee.

### **General Practices**

1. Health & Safety Joint Labor Management Committee shall be composed of an equal number of members chosen by the Association and by the superintendent (or designee). The Health and Safety Joint Labor Management Committee shall be chaired by the Association president (or designee) and a person designated by the superintendent. This committee shall:
  - a. Have an equal number of members from the Association and Administration;
  - b. Meet quarterly to review concerns, seek information, and make recommendations to appropriate oversight departments (i.e. Facilities Management Department - FMD; School Administration, etc.). Building based committees can share concerns, questions with the larger, central committee. The committee will continue to discuss updated guidance by state, federal and medical sources.
  
2. Educators are not required to be in the buildings on remote Wednesdays. When holidays require the days to shift, Wednesdays will be in-person days. When in a full remote model or when the district calls for a remote day, educators may teach off-site.
  
3. All members will be provided with workspace accommodations such that they are able to socially distance themselves from other employees by at least six feet. For members whose desk or work location configuration cannot be altered to comply with six feet of social distancing space, plexiglass partitions will be installed at the district's expense. If this space cannot be provided, the principal or another administrator will make arrangements for an alternative work space.
  
4. The Administration shall provide staff with personal protective equipment (PPE) including but not limited to face shields, gloves, hand sanitizer, cleaning solution and replacement masks. All employees, students and visitors will wear masks indoors except during meal times or due to a medical condition. Weather permitting students will take mask breaks and eat outdoors. If meals or mask breaks occur indoors, there will be a 6 foot distance and every effort will be made to maintain a 10 foot distance. Employees will not confront other employees over the lack of or improperly fitted face coverings. Instead, the employee will refer the matter to the employee's supervisor; to the Director of Human Resources; or to the Building Administrator. Employees may elect to take

mask breaks outdoors as needed when not supervising students. Exceptions to mask/face covering requirements must be made for those for whom it is not possible due to medical conditions, disability impact, or other health or safety factors. Exceptions and suitable replacements for staff or students will be submitted and reviewed by the Director of Human Resources or the Director of Nursing.

5. In addition to the aforementioned PPE, staff who supervise students in special programming will be provided with protective gowns and face shields as determined by their supervisor.
6. Any staff who has concerns about their number of transitions or daily student contacts should speak with their supervisor and collaborate toward any reasonable adjustments to their schedule.
7. Members who register specific health requirements will be evaluated to receive the necessary accommodations to keep themselves - or family members with whom they live or care for - safe. These accommodations are to be facilitated on a case-by-case basis through Human Resources. This may include moving the individual employee's workspace and/or creating remote-work capacity.
8. Within one week of signing this agreement or within one week of returning to the building for their respective assignment, all staff required to enter the buildings will receive comprehensive safety training on PPE requirements, distancing requirements, and movement on school grounds. Office and school-safety training materials and specific requirements will be posted to the WPS website under the Faculty tab.
9. All staff, students, and visitors will be required to maintain a 6-foot distancing radius at all times and will wear masks in compliance with this article. Exceptions to the 6-foot distancing requirement include: providing emergency medical assistance, engaging in certified restraint procedures, assisting students in need, or when there is a plexiglass divider.
10. Prior to the reopening of the Wellesley Public Schools for onsite learning, the School Committee will collaborate with the Town's Communication Director to educate the community about the mask, distancing, and developmentally appropriate behavior expectations of students.
11. Prior to the reopening of the Wellesley Public Schools for onsite learning, the administration will develop and educate staff on how to respond to staff, student, or

visitor noncompliance. Employees will not confront other employees over the lack of or improperly fitted face coverings. Instead, the employee will refer the matter to the employees' supervisor; to the Director of Human Resources; or to the Building Administrator. Employees may ask students and visitors to wear face coverings at all times. Students and visitors who refuse to be compliant will be referred to a Building Administrator.

## **Facilities**

- 12.** The Administration, through the Facilities Management Department (FMD), will increase filters to MERV 13 ratings in all HVAC systems in all schools.
- 13.** Each building will include appropriate COVID related signage to ensure proper health and safety protocols.
- 14.** The Superintendent will monitor outdoor temperatures and humidity for each upcoming school day. If the forecast exceeds a combination of these factors in the "extreme caution" category of the NOAA heat index, the Superintendent will shift instruction from in-person to a remote learning day.
- 15.** The principal, in consultation with the custodians, will respond to inquiries about classroom temperatures and humidities.

## **COVID-19 Preventative Measures**

- 16.** The Administration shall adhere to state guidelines and privacy laws when communicating to employees and the community about confirmed cases of COVID-19 in either a student, staff member, or a member of these individuals households.
- 17.** All staff will engage in baseline viral testing and may engage in the pilot preventive monitoring program that the district is planning to implement and testing once per week at no cost to the individual. The administration or the Town of Wellesley will not collect, retain, or store any individual testing data.
- 18.** Administrators in each building will send home any student suspected of having COVID-19 symptoms. Throughout the school year, the administration will actively encourage all families to keep students home if they show any symptoms of COVID-19.

## Appendix B: Leaves & Absences

### Leaves

1. All members of the WEA have until August 24, 2020 to request a discretionary leave for the 2020-2021 school year. Members who have applied for but were not afforded medical accommodations may request to take a discretionary leave within 3 school days of denial.
2. Any member who contracts COVID-19 will be paid according to the Families First Coronavirus Response Act and will be able to supplement the FFCRA payment with their accrued sick time to pay them 100% of their daily rate.
3. Any member required to quarantine or isolate will be permitted to work remotely at their full salary. If a remote assignment is not available, the teacher will be paid according to the Families First Coronavirus Response Act and will be able to supplement the FFCRA payment with their accrued sick time to pay them 100% of their daily rate.
4. Any member who is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons will be paid according to the Families First Coronavirus Response Act and will be able to supplement the FFCRA payment with up to 15 family sick days from their accrued sick time to pay them 100% of their daily rate. Members may use an additional 10 family sick days from their sick accruals to use for non-COVID related family illness during the school year. The definition of family illness days will be according to existing wording in the bargaining unit contract.
5. A Sick Bank will be established to assist employees to supplement FFCRA payments for quarantine, isolation and positive COVID-19 cases.
  - a. The Sick Leave Bank is intended to be used by those who have qualified for it and who have exhausted their own individual sick leave, both annual and accumulated, and who still are affected by COVID-19 issues.
  - b. The School Committee will create a COVID Sick Bank for use by all WEA members. This would be a temporary bank through December 31, 2020 or through the end of the COVID State of Emergency declaration.
  - c. The School Committee will fund 60 sick days and seek donations from WEA members once the 60 sick bank days have been depleted. The sick bank shall be renewed by the contribution of one (1) additional sick leave day by each WEA member of the bargaining unit who has at least one (1) year of service from

his/her annual days of sick leave.

- d. The Sick Bank Committee will oversee the sick bank according to Article 8, sections e & f of the existing WEA Unit A bargaining unit contract .
  - e. COVID Sick Bank days will be used before accessing unit specific Sick Banks
6. Prior to the start of the school year, the administration and association will establish an exit and reentry procedure for both students and staff needing to quarantine during the school year. According to the CDC website: Isolation is defined as: Isolation is used to separate people infected with SARS-CoV-2, the virus that causes COVID-19, from people who are not infected. People who are in isolation should stay home until it's safe for them to be around others. In the home, anyone sick or infected should separate themselves from others by staying in a specific "sick room" or area and using a separate bathroom (if available). Quarantine is defined as Quarantine is used to keep someone who might have been exposed to COVID-19 away from others. Quarantine helps prevent spread of disease that can occur before a person knows they are sick or if they are infected with the virus without feeling symptoms. People in quarantine should stay home, separate themselves from others, monitor their health, and follow directions from their state or local health department.
7. All benefits to which a member was entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return, and they will be assigned to the same position which they held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- a. Leaves of absence may be extended by the Superintendent.
  - b. Requests for leave of absence shall be addressed to the Superintendent in writing and shall state the purpose of the leave and the period for which it is requested.
  - c. Members shall have the option to continue such insurance benefits individually assuming the cost of such programs during any of the above-indicated leaves subject to the terms of the Town of Wellesley policies consistent with any applicable state or federal statutes.

## **Absences**

1. Staff members who show COVID-19 symptoms are required to stay home. Staff members who perform their educational and administrative responsibilities remotely shall not be charged a sick day, as approved by their supervisor and Principal/Administrator.



## **Appendix C: Work Hours & Compensation**

1. The Administration affirms its commitment to pay all staff for all days/hours worked including holidays for the days contracted under their collective bargaining agreements in accordance with the school year calendar approved by the School Committee on December 3, 2019.
2. All hourly staff shall be paid their hours worked. Any hourly staff who are requested to work beyond their hours will be paid in accordance with their collective bargaining agreement. WPS will work to repurpose employees who are not directly assigned with students so as not to diminish their contractual hours.
3. Any staff member requested to work additional hours outside of their contracted hours or change their start or end times will be given 48 hours notice whenever possible. All staff maintain a right to refuse to work outside of contracted time.
4. Per each of the collective bargaining agreements, part-time staff are to work hours proportional to their FTE. One week before the first day of school for students, supervisors (including principals and directors) and part-time staff will agree on their work hours in both hybrid and remote-only models and submit copies of these schedules to the WEA and to Human Resources. If supervisors do not come to an agreement on their hours, they may meet with the Director of Human Resources and the WEA President or their respective designees to agree upon a work schedule.

### **Unit C Substitute Pay**

5. Unit C members asked to cover student supervision may only do so if they are not otherwise servicing their designated students.
6. Unit C members assigned to teach classes as a substitute educator shall be paid according to Article 15 of the Unit C Contract.

### **Stipends**

7. The principal will provide justification to the stipend committee about how the stipend positions will be adapted to a remote setting. The stipend committee will review the stipends.
8. The WEA and WPS agree to work separately to clarify athletic coaching stipends once guidance is released from the state.

## **Appendix D: Teaching in the Hybrid Learning Model**

Educators in Wellesley affirm their commitment to providing quality learning experiences for both at-home and in-person learners when teaching in the hybrid learning model. Recognizing that this is a new skill for most staff, the Administration and the Association agree to the following terms.

1. Teachers in the hybrid learning model will provide daily developmentally appropriate synchronous interaction with at-home students for direct instruction, instructional check-ins, providing feedback, and/or to permit students to interact with one another.
2. When engaging both at-home and in-person learners, educators will prioritize the safety and learning needs of in-person learners. When necessary to facilitate the safety of the learning environment, educators may turn off audio or video during a lesson. In such instances, educators will return to simultaneous teaching as soon as the safety and/or learning needs are resolved. At the beginning of the school year, administrators and educators will communicate to families that this may happen in rare instances.
3. The nature of simultaneous teaching experiences may differ based on grade level, subject, and structure of the course.
4. Educators will incorporate best practices into their instruction, using their judgement to determine which strategies, instructional modes and materials to use to teach the required standards and curriculum.
5. A joint labor management committee of educators and administrators from across all levels will collaborate to share best practices for simultaneous instruction and remote learning.
  - a. The committee will be made up of equal members from the WEA and the district administration and co-chaired by the superintendent and president of the WEA or their respective designees.
  - b. During the first six weeks of onsite learning, the committee will collect information from staff and students and share joint recommendations for best practice for simultaneous instruction.

# **Appendix E:**

## **Wellesley Public Schools**

### **Reopening Metrics**

#### **8/29/2020**

---

#### **Measure #1: Average Daily Number of New Cases per 100,000 People (14-Day Average)**

Threshold: Below four

- For Massachusetts
- For Norfolk County
- In Wellesley

*Two of the three levels (state, county, local) must be below the identified threshold for the entire measure to be rated below the overall threshold.*

#### **Measure #2: Positivity Rates (14-Day Average)**

Threshold: Below five percent

- For Massachusetts
- For Norfolk County
- In Wellesley

*Two of the three levels (state, county, local) must be below the identified threshold for the entire measure to be rated below the overall threshold.*

#### **Measure #3: Staff Home Communities**

- Mean Number of Cases Across All Staff Home Communities

*Threshold: Below four*

- Mean Positivity Rate Across All Home Communities

*Threshold: Below five percent*

*Both metrics would need to be above the respective identified thresholds for the entire measure to be considered above the overall threshold.*

How these measures will be used:

**Full Remote Model of Instruction**

District will move to an all-remote model if two of the three measures are above identified thresholds for two weeks.

**Hybrid Model of Instruction**

District will remain in a hybrid mode of instruction if two of the three measures are below identified thresholds.

**Full Return to School for Students and Staff**

District will move to a full-return for students when each of these conditions are met:

- a) The state does not prohibit the full return of students and staff to school districts
- b) Each of the measures of the District Dashboard remains below identified thresholds for four weeks
- c) All state safety guidelines can be maintained with all students and staff back in buildings
- d) Approval by the Wellesley School Committee, who shall consider the advice from the Wellesley Board of Health and the WEA/WPS Health and Safety Committee.