

**MEMORANDUM OF AGREEMENT
BETWEEN THE
WESTFIELD SCHOOL COMMITTEE
AND THE
WESTFIELD EDUCATION ASSOCIATION – UNIT A**

This memorandum of agreement entered into this ____ day of February, 2021 hereby amends the terms of the collective bargaining agreement between the Westfield School Committee and the Westfield Education Association – Unit A, specifically as provided below:

WHEREAS, the Department of Elementary and Secondary Education (DESE) advisory on reopening released June 25, 2020 requires Districts to develop three (3) plans to educate students, including plans for all remote learning and a hybrid;

WHEREAS, the Westfield School Committee (hereafter referred to as the “District”) and the Westfield Education Association Unit A (hereafter referred to the “Association”) have agreed to certain conditions in a Memorandum of Agreements executed by all parties in September 2020; November 2020; and January 2021;

WHEREAS, the Department of Elementary and Secondary Education (DESE) revised Student Learning Time (SLT) requirements effective January 19, 2021;

WHEREAS, the Family’s First Coronavirus Response Act expired on December 31, 2020, however, unit members have and will continue to experience Coronavirus symptoms and be subject to state quarantine requirements;

WHEREAS, the state has begun distribution of Coronavirus vaccinations;

WHEREAS, the District and the Association hereby agree to the following terms, conditions, and understandings during the state’s COVID-19 only for the 2020-2021 school year:

1. Pursuant to DESE regulations, learning is directed by a teacher and that happens in real time with other students, such as during live, whole-class instruction, and small group work. All parties agree that pursuant to DESE regulations synchronous learning can include: live on line classes; live streaming and group (large, small or individual) instruction.
2. Pursuant to DESE regulations, when the whole district is in a hybrid model, then teachers must provide a minimum of thirty-five (35) hours of live instruction over a ten school day period and that a daily live check-in with students is required on all school days.
3. Pursuant to DESE regulations, when the whole district is in a remote model, then teachers must provide a minimum of forty (40) hours of synchronous instruction over a 10-school day and that synchronous instruction must occur each school day.
4. If a member is exposed to COVID-19 while working at Westfield Public Schools and the member must either quarantine and/or becomes ill, the member will be placed on Paid Administrative

Leave for no more than a total of ten (10) days. If the member must be out for more than ten (10) work days, the member must use their own sick time or personal time for the duration of their recovery and or quarantine.

5. If a member is exposed to COVID-19 NOT while working at Westfield Public Schools, and the member must either quarantine and/or becomes ill, the member must take either their own sick time or personal time for the duration of their recovery and or quarantine.
6. The District will **not** require members to be vaccinated against COVID-19. However, if a member elects not to be vaccinated and there is an outbreak at their work site, the District will require the member to quarantine as if the member were a direct contact with the member using their own personal sick time and or personal time for the duration of the quarantine period. If a member elects not to be vaccinated, the District can still require that they provide teaching live in person with students.

This Side Letter of Agreement is not designed to, or otherwise alter the terms and conditions of the Collectively Bargained Agreement. This Side Letter of Agreement shall not set practice or precedent on either party.

FOR THE WESTFIELD PUBLIC SCHOOLS

FOR THE WESTFIELD EDUCATION ASSOCIATION

Dated:

Dated: