

**Memorandum of Agreement**  
**between the**  
**Wilmington School Committee**  
**and the**  
**Wilmington Teachers' Association (WTA)**

March 31, 2021

This Memorandum of Agreement (“the Agreement”) is entered into by and between the Wilmington Teachers’ Association (hereinafter “the Association”), the Wilmington School Committee and the Superintendent of Schools (hereinafter “the District”).

WHEREAS, the District and the Association have entered into a Memorandum of Agreement for Illness Protocols and Leaves of Absence under COVID-19 dated September 3, 2020 (“Leave MOA”) and;

WHEREAS, the District and the Association have entered into a Memorandum of Agreement for the 2020-2021 School Year dated October 10, 2020 (“October MOA”) and;

WHEREAS, the District and the Association have entered into a Memorandum of Agreement for the 2020-2021 Structured Learning Times dated January 27, 2021 (“Structured Learning Time MOA”) and;

WHEREAS, the Department of Elementary and Secondary Education (“DESE”) has approved its emergency regulation for the return to full in-person learning to be implemented in April.

NOW, THEREFORE, in full consideration of the exchange of promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Unless explicitly modified in this Memorandum of Agreement (MOA), all provisions of the Collective Bargaining Agreements (CBA) for each of the WTA units and the Leave MOA, the October MOA, and the Structured Learning Time MOA shall remain in full force and effect.
2. Effective Monday, April 5, 2021, teachers and staff in grades PK through 5 shall return to in-person learning five (5) full days a week. Only PreK-Grade 5 staff who are approved by the District to work remotely will continue to work remotely for the remainder of the 20/21 SY.
3. Effective, Monday, April 26, 2021, teachers and staff in Grades 6-12 shall return to in-person learning five (5) full days a week. Only Secondary staff who are approved by the District to work remotely will continue to work remotely for the remainder of the 20/21 SY.
4. Item 1(a) of the Leave MOA shall be modified as follows:
  - a. Staff will be notified when a student or staff member, for which they have worked in the same classroom/workspace with for at least 15 minutes, has tested positive for COVID-19. All staff and students who have been identified as being in the same classroom or other workspace with a positive individual for at least 15 minutes, and identified as a close contact, will be required to

quarantine in accordance with CDC recommendations for exposure to COVID-19. The District will consult with the local Board of Health and school physician regarding positive cases in a classroom to determine the status of a classroom (s) for either remote or in-person learning.

5. Item 20 of the October MOA shall be modified as follows:
  - a. There will be six (6) foot distancing between staff members and students, when feasible. The distance between students when in their seats will be not less than three feet seat edge to seat edge. In the event that DESE or the CDC amend their distancing guidance, the parties will reconvene to discuss.

In light of the DESE emergency regulations of March 9, 2021, the District will continue to provide at least six (6) feet between all unit members and their students and other staff. As recommended by the DESE, the District shall maintain a supply of:

- disposable masks
- goggles/eye protection
- face shields
- disposable gowns
- disposable gloves
- cleansing products such as hand sanitizer and soap

Educators may request additional PPE from their Principal/Supervisor who will review such requests on a case by case basis. Jobs classified at high risk or very high risk, including but not limited to special education programs and activities, that involve aerosol generation or bodily fluid generation shall have access to an n-95 mask or similar protection depending on the job task and exposure risk, gloves, a face mask and/or face shield and/or goggles, as determined by the employee and supervisor. Members who are not fully vaccinated are encouraged to reach out to building administration for additional PPE.

7. Item 2(i) of the Structured Learning Time MOA shall be removed as the language is no longer applicable under 17(c) of this agreement.
8. Item 2(ii)(b)(i-iii) of the Structured Learning Time MOA shall be removed, as the language is no longer applicable. Elementary educators will resume taking attendance as done in a typical school year; however, remote elementary educators who are absent will instruct Cohort C students to use the building's hybrid attendance tracking system for attendance.
9. Item 2(ii)(c)(i) of the Structured Learning Time MOA shall be modified as follows:

All high school educators will take attendance during the first instructional block for the in-person cohort and the students who are scheduled to participate synchronously that day and post attendance in Aspen. Teachers will take and keep class attendance for each period to assist in contact tracing and monitoring participation. Educators shall not be responsible for reminding Cohort C students who fail to participate remotely for simultaneous activities after the student's second unexcused absence or dismissal. Starting with the third occurrence, educators will notify building administration who shall

be responsible for following up with the student and student's caregivers. Middle school educators will resume taking attendance as done in a typical school year.

10. Items 76 and 77 of the October MOA and 2(iv) of the Structured Learning Time MOA shall be amended to reflect the following:

Non PTS educators (teachers and educational assistants within their first three years in the District) and PTS educators rated less than proficient at their last formative or summative will continue to follow the evaluation process as agreed-upon for the 2020-2021 school year. All other PTS educators and members returning from leave or remote work will receive the ratings, without narratives, from their last formative or summative evaluation regardless of collected evidence or observational data from this year. Any remaining observations must be announced in advance and be kept to a minimum to assist with social distancing and other COVID-19 mitigation strategies. Members will resume the evaluation process as contractually obligated once the District returns in the 2021-22 school year.

11. SNACKS / LUNCH

- a. Lunch operations will be in compliance with DESE guidance.
- b. Snacks will provided during the school day in compliance with DESE guidance.

12. REMOTE TEACHING/WORKING OPTIONS: Members who need to stay home due to COVID-like symptoms, personal quarantine, quarantine of other household members, or other COVID-related scheduling conflicts shall have the opportunity to teach or work remotely instead of using accrued sick leave days if such can be accommodated by the District.

13. EARLY CHILDHOOD (Grade PK-K) SETUP TIME / SUPPLIES:

- a. The District will designate the morning of Wednesday, March 31 as an asynchronous remote learning day for all PreK-K students. Staff, excluding members approved to work remotely, are expected to work from their school building to prepare for the full return of students.
- b. The District will implement a half-day release for students at a future date to be determined once all furniture has arrived and will provide no less than one week's notice. Staff, excluding members approved to work remotely, will be expected to work in school buildings on this date for a full day.

14. ELEMENTARY (Grade 1-5) SETUP TIME / SUPPLIES:

- a. The District will convert Thursday, April 1 from a hybrid learning day to a remote learning day for all elementary students, with a synchronous morning schedule and asynchronous afternoon. All elementary members, excluding members approved to work remotely, must work from school buildings and will be provided with the time, furniture and other necessary resources (e.g., tape to mark furniture placement on floor, boxes, etc.) to configure classrooms to accommodate the return to full in-person learning by no later than Tuesday, March 30.
- b. The District will provide all furniture (if available) and other setup resources on or before the afternoon of Tuesday, March 30, 2021. Educators may request that furniture be set up for them by non-unit members by providing a detailed floor plan (or other communication with specifications for setup) to their building administrator.

- c. The District will provide all members an opportunity to remove personal furniture and/or belongings prior to moving or storing furniture that needs to be removed from classrooms or other learning spaces by no later than Wednesday, March 31. Belongings that cannot be brought home will be stored safely in District storage spaces (including temporary pod storage).
- d. In the event a classroom does not have the physical space to accommodate all students from Cohorts A and B together (or the morning and afternoon cohorts for Pre-K and Kindergarten), the classroom teacher will work with building administration to determine whether to move to a larger space (if available) or to have the student moved to another class that has the physical space. The building administration shall notify families regarding any changes to a student's schedule.

15. SECONDARY SETUP TIME / SUPPLIES:

- a. The District will convert Friday, April 16 from a hybrid learning day to a remote learning day for all middle and high school students, with a synchronous morning schedule and asynchronous afternoon. All secondary educators, excluding members approved to work remotely, must work from school buildings and will be provided with the time, furniture (if available) and other necessary resources (e.g., tape to mark furniture placement on floor, boxes, etc.) to configure classrooms to accommodate the return to full in-person learning by no later than Wednesday, April 14.
- b. The District will use the week of April 19 (April recess) to finalize setup of all secondary computer labs, classrooms and other learning spaces for the return to full in-person learning.
- c. The District will provide all furniture (if available) and other setup resources on or before the afternoon of Wednesday, April 14, 2021. Educators may request that furniture be set up for them by non-unit members by providing a detailed floor plan (or other communication with specifications for setup) to their building administrator.
- d. The District will provide all members an opportunity to remove personal furniture and/or belongings prior to moving or storing furniture that needs to be removed from classrooms or other learning spaces by no later than Friday, April 9. Belongings that cannot be brought home will be stored safely in District storage spaces (including temporary pod storage).
- e. In the event a secondary classroom does not have the physical space to accommodate all students from Cohorts A and B together, the classroom teacher will work with building administration to determine whether to move to a larger space (if available) or to have the student moved to another class that has the physical space. The building administration shall notify families regarding any changes to a student's schedule.

16. SCHEDULES: Any adjustments the District makes to a building's master schedule, an educator's teaching schedule, or a service provider's case schedule will be provided to the member(s) at least one (1) week prior to implementation.

17. SIMULTANEOUS INSTRUCTION:

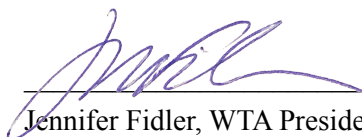
- a. In the event a PreK-K student is absent from in-person learning, due to quarantine or other COVID-related reasons, the classroom teacher shall provide asynchronous remote instruction plus a synchronous daily check-in while the building-based substitute (or other available staff

member per the CBA) supervises the in-person students unless the entire classroom has been moved to fully remote. Special education services at all grade levels will continue to be provided using the instruction and services model.

- b. In the event a grade 1-5 student is absent from in-person learning, due to quarantine or other COVID-related reasons, the classroom teacher shall provide asynchronous instruction and will provide a simultaneous 30-minute morning check-in and one additional content area lesson each day of the teacher's choosing (prioritizing new content) to students at home via livestream unless the entire classroom has been moved to fully remote. The District will provide additional staff to support in-person students in these classrooms during these times whenever possible. Special education services at all grade levels will continue to be provided using the instruction and services model.
- c. In the event that a grade 6-8 student is absent from in-person learning due to quarantine or other COVID-related reasons, the classroom teacher shall provide a combination of asynchronous and simultaneous (livestreaming) instruction, as appropriate to the course curriculum, unless the entire classroom has been moved to fully remote. Special education services at all grade levels will continue to be provided using the instruction and services model.
- d. High school educators providing simultaneous instruction will continue to receive remote planning time on Wednesday afternoons through Wednesday, April 14. As per #72 of the October 10, 2020 MOA, each educator will be compensated for the additional remote curriculum planning time at the rate of \$200 per year-long class section or \$100 per semester-long class section for any class section where a Cohort C student is enrolled and prorated for the school days from April 26 through the last day of school.


18. The terms of the MOA are without precedent or prejudice and do not constitute a past practice.

19. This agreement shall end on June 30, 2021.

  
Jennifer Fidler, WTA President

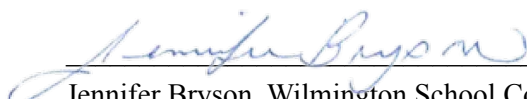
April 14, 2021

Date

  
Glenn Brand, WPS Superintendent

April 14, 2021

Date

  
Jennifer Bryson, Wilmington School Committee Chair

April 14, 2021

Date