

MEMORANDUM OF AGREEMENT
BETWEEN
THE WATERTOWN SCHOOL COMMITTEE
AND
THE WATERTOWN EDUCATION ASSOCIATION
(ALL UNITS)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Watertown School Committee (hereinafter the "Committee" or the "District") and the Watertown Education Association (hereinafter the "Association") and collectively referred to as "the Parties;"

WHEREAS, the Watertown School Committee and the Association have entered into collective bargaining agreements for the period September 1, 2019, through and including August 31, 2022; and,

WHEREAS, the Parties have met to negotiate in good faith over the impact of the ongoing Covid-19 pandemic on terms and conditions of all members of its bargaining units for the start of the 2021-2022 school year; and,

WHEREAS, the Superintendent is acting on behalf of the School Committee and the WEA President is acting on behalf of the membership,

NOW, THEREFORE, in consideration of mutual covenants and promises, the parties agree as follows:

ARTICLE I

Covid Sick Leave

1. Any bargaining unit member who contracts COVID-19 due to exposure in school can access paid leave for the school working days within the required calendar days of isolation (10 as of September 8, 2021).
2. All bargaining unit members need to isolate due to a positive COVID-19 test regardless of vaccination status.
3. All bargaining unit members who utilize the COVID Leave will not be negatively impacted in terms of seniority, years of service, or Professional Teaching Status.

4. Bargaining unit members that have utilized all days of COVID leave can supplement with sick days, as necessary with appropriate documentation.

5. Bargaining unit members shall be granted up to two (days) of paid "vaccine leave" for the purposes of receiving a COVID-19 vaccination, one day per dose. Bargaining unit members must obtain pre-approval to take this leave, which will be granted conditionally. Bargaining unit members must present proof of receipt of a dose of the COVID-19 vaccine within forty-eight (48) hours to the appropriate Central Office personnel in order to fulfill the conditions of this section.

ARTICLE II

Facilities

1. The District shall maintain air purifiers equipped with HEPA filters in all classrooms, learning spaces, and shared workspaces. As identified through mutual collaboration between the Parties, spaces requiring additional air purification will have a second purifier installed or will employ other ventilation measures as feasible.

2. Filters in the air purifiers will be changed more frequently due to the continued use: Honeywell air purifier filters will be changed two times per year (2x/year) and Austin air purifier filters will be changed one time per year (1x/year).

3. The District shall be responsible for removing furniture to maximize the distance between students and staff. The District intends to maintain a distance of three (3) feet or more between students in classrooms, where feasible.

ARTICLE III

Health and Safety Protocols

1. The Parties agree to adopt the "Test and Stay" policy as outlined in the Department of Elementary and Secondary Education's memorandum dated August 13th, 2021 beginning October 4th, 2021. The parties shall revisit this provision based upon the prevalence of COVID-19 in schools.

2. All students and staff shall be required to wear a mask each day indoors. Bandanas and gaiters do not qualify under this provision.

3. Staff may choose to wear their own face coverings/masks, or masks provided by the District. Every staff member will also be provided with a face shield that can be used in addition to, but not in place of, a face covering/mask. Clear masks are also available for staff.

4. All students will be spaced six (6) feet apart during meal times when indoors when feasible. Wherever the District does not think the aforementioned is feasible, the parties will

convene to discuss the infeasibility and other health and safety protocols that may be instituted as a result of the infeasibility. Snacks and mask breaks shall be outdoors, weather permitting.

5. The District shall operate a weekly pooled testing program for all WPS students and staff. Participation in the program is mandatory. Covid testing will be administered in such a way as to have the least disruptive impact on teaching and learning.

6. The District shall ensure that no unit members other than nurses are required to administer any COVID-19 testing of students.

7. The District will provide staff with additional PPE upon request, including KN95 masks, gloves, gowns, surgical masks, clear masks, and face shields.

ARTICLE IV

Vaccinations

1. Understanding that vaccinations are a critical health and safety precaution against COVID-19, the parties will require all employees to be fully vaccinated against COVID-19 by November 19, 2021 and to provide proof that they have done so, unless they are exempt, as discussed below.

2. To establish that employees have received a vaccine, they will need to submit a copy of the vaccination verification card or equivalent document once the individual is fully vaccinated. If the vaccination receipt provides any other information pertaining to the employee's health condition, the employee may redact that information on a copy of the receipt, as long as the proper identity of the employee is discernable.

3. Employees who can document they received the actual vaccine during trial phases (not placebo) will count as fully vaccinated.

4. Vaccination status and exemptions will be kept confidential to the Superintendent, Director of Human Resources, and school nurses. Information will be stored in an employee's medical file and not subject to FOIA. Nothing herein shall prohibit the District from publicly releasing an aggregate percentage of those employees vaccinated either by school or District-wide.

5. The employer will comply with federal and state law with respect to vaccination exemptions for medical or religious reasons. Employees declining the vaccine for medical reasons must submit a COVID-19 Vaccination Medical Exemption Request Form, satisfactorily completed and signed by a health care provider certifying the condition or medical circumstance that renders the vaccine unsafe for the individual and verifying that the individual meets one of

the exemptions or any other contraindications recognized by the Centers for Disease Control and Prevention, or as documented by their physician.

6. Religious and medical exemption forms must be submitted to the Human Resources Director prior to November 19, 2021.

7. If an unvaccinated employee has tested positive for COVID-19 within the past 90 days and cannot yet receive the vaccine due to treatments or complications, the reason for the delay in vaccination must be documented with a doctor's note that includes the dates of illness. Such employees will be responsible for documenting their vaccination as soon as medically possible and will be responsible for following all protocols applicable for unvaccinated individuals in the District.

8. If employees decline the vaccine for religious reasons, they must complete a COVID-19 Vaccination Religious Exemption Request Form explaining their religious objection to vaccination. An employee declining vaccination for religious reasons must also provide a note from their religious leader confirming the objection is a strongly held religious belief. The

Vaccination Religious Exemption Request Form must be submitted to the Human Resources Director prior to November 19, 2021. The District may follow up with any individual who submits a request for a Religious exemption to seek any further information that may pertain to the request of the sincerity of the religious belief.

9. If employees are granted an exemption to the vaccine mandate, as discussed above, the administration will ensure that no retaliatory or punitive actions occur based on vaccination status. Provided, however, that it is understood that regardless of why an employee does not receive the vaccine, such employee may be required to continue adhering to safety precautions—including but not limited to mask-wearing and social distancing—even after those precautions are no longer in place for vaccinated individuals, and that those precautions do not constitute retaliation.

10. An unvaccinated employee who has submitted documentation of a valid exemption prior to November 19th, 2021 will be required to:

a) wear a mask at all times except as needed to eat or drink.

b) adhere to social distancing provided that the employee can perform the duties of the employee's position while adhering to social distancing. If social distancing prevents an employee from performing the essential functions of the job, the employee must suggest an alternative reasonable accommodation for the District's consideration.

c) submit results of a negative COVID-19 test weekly (participation in the district's pooled testing program will fulfill this requirement)

d) comply with other established safety precautions at all times.

11. If an unvaccinated employee is not in compliance with these safety requirements and precautions, the employee may be subject to progressive discipline and/or placed on an unpaid leave of absence.

12. If an employee has sought vaccination, but all vaccination scheduling possibilities have not been feasible for the member by Nov. 19th, 2021 the District will work with that individual to secure a vaccine in a timely fashion

13. Unvaccinated employees should communicate with Human Resources as soon as possible if they plan to become vaccinated or take leave. If an employee decides to be vaccinated while on leave and plans to return to work, they must give HR at least two weeks' notice.

ARTICLE V

Staff Meetings, Conferences, & Open Houses

1. All WPS Open Houses scheduled in September shall be performed remotely. Staff are expected to conduct Open Houses from their classrooms.

2. Indoor staff meetings shall be limited to 15 people in a classroom or other space with 3-6 feet of distance. In rooms where it is possible to have more than six feet of distance, staff meetings shall be limited to 35 people. Meetings over 35 people shall not be more than 15 minutes. Staff members who are participating remotely must remain in the building and have their camera on. Any staff meeting of 15 or more people that would normally require staff to travel between buildings shall be conducted remotely.

3. All WPS parent-teacher conferences held before January 7, will be held remotely during the scheduled time. Teachers are expected to conduct conferences from their classrooms.

ARTICLE VI

General

1. In the event that either the Association or the District feel that the provisions of this Agreement are frequently not being adhered to such that staff or students are at risk, or the trajectory of the virus significantly changes for the better a meeting will immediately be convened for the purpose of discussing the issue and finding a safe, mutually agreeable resolution to the same. The Parties agree to maintain frequent communication for the purposes of ensuring that the safety practices and agreements outlined herein are followed as a matter of

routine. The aforementioned notwithstanding, the Parties commit to meet on or before January 7th, 2022 to revisit the terms of this Agreement.

2. Elementary and Middle school staff will communicate with parents and students using SMORES at least twice per month based on a schedule provided by the principals. Teachers can utilize one existing common planning period at the middle school level every two weeks or one FLES block at the elementary level once every two weeks to prepare the family communication. Educators shall be held harmless for SMORES as it relates to their evaluation(s).

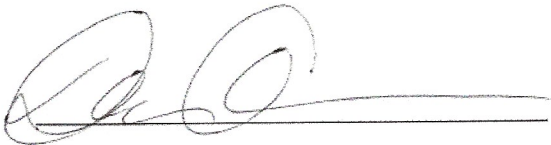
3. This agreement shall not be modified except for in writing and by mutual agreement and consent of both Parties.

4. The parties recognize that these are unusual circumstances and an evolving situation. Therefore, this agreement shall not be used as evidence of precedent or past practice.

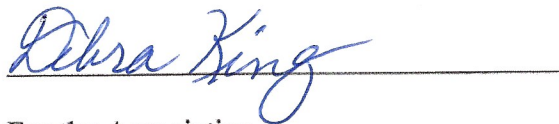
5. This agreement shall sunset at the conclusion of the 2021-2022 school year.

6. The terms and conditions set forth in the current Collective Bargaining Agreements, including active memoranda of agreement, continue in full force and effect, except as modified by this memorandum.

WHEREFORE, the Watertown Public Schools and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 21st day of October, 2021



For the Committee



For the Association