

**MEMORANDUM OF AGREEMENT (“Agreement”)
BETWEEN
THE WINCHESTER SCHOOL COMMITTEE (“Committee”)
AND
THE WINCHESTER EDUCATION ASSOCIATION (“Union”),
collectively referred to as the “Parties”**

**Regarding the Reopening of Schools for the 2020 – 2021 School Year
August 2020**

WHEREAS, the Committee and the Union have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

WHEREAS, absent a reasonable accommodation approved and provided by the District, educators will be required to report to their school building or other assigned work location within the District for the 2020 –2021 school year to perform their work, unless the Committee or Superintendent closes the schools for public health reasons and/or educators are directed otherwise by the Superintendent; and

WHEREAS, the Parties wish to memorialize their understanding about certain aspects of the reopening of school for the 2020-2021 school year;

NOW THEREFORE, notwithstanding any contrary provision in the Parties collective bargaining agreements or practices, the Parties hereby agree as follows for the duration of the 2020 – 2021 work year, unless otherwise agreed by the Parties:

1. **Work Year**: The work year for all educators covered by this Agreement shall remain unchanged. The number of instructional days for students will be 170 for the 2020-2021 school year. As approved by the Committee on August 6, 2020, the Educator work year will begin on August 31, 2020. The first ten days will be reserved for District-directed: professional development, training, curriculum work, parent and student outreach, classroom set-up, collaboration time, and/or other duties. Prior to the start of the student school year, educators may choose to complete remote PD components from home or within District buildings.

The school year for students will begin on September 16, 2020.

The District intends to begin the work year in a hybrid model with some students in special groups attending school in buildings three, four, or five days per week, other students attending in-school building sessions on two days per week and remote sessions on three days per week. Due to the nature of the hybrid model, in which Wednesdays are entirely remote, educators may choose to complete their work assignments on Wednesdays from home or within District buildings. The District will work closely with the Winchester Department of Public Health to monitor metrics related to positive case rates and trends in the Town of Winchester, individual schools, and the District as a whole.

The District may move the entire District or individual groups or classrooms within the District one or more times to a fully remote schedule at any time(s) during the school year and may move the District or individual groups or class rooms within the District back to a hybrid schedule one or more times at any time during the school year.

If the District returns from a fully remote model to a hybrid model, educators will be provided with a minimum of one week notice. As directed or provided in their schedules, educators may be assigned to teach groups of students who may be fully remote, remote in a hybrid model, or in-person instruction. While an educator may have multiple groups in different models, the educator will not be assigned to teach groups in multiple models simultaneously with the exception of engaging remote and in-person groups simultaneously in Homeroom block, morning meeting and afternoon meeting. However, generally on Wednesdays, educators are teaching all students in a class or course remotely together. .

2. **Workday**: The length of the workday for educators covered by this Agreement shall remain unchanged from the Parties' collective bargaining agreement and educators will continue to receive their prep time as provided in the Parties' collective bargaining agreement.
3. **Educator Evaluation**: The Parties shall comply with the Educator Evaluation requirements as contractually obligated. The requirements and timeline provided for in the Parties' collective bargaining agreement shall remain unchanged; however, the mechanics of the evaluation may vary based on the District's method of delivery of instruction to students (i.e. remote instruction, hybrid, or all in-person). If the Educator Evaluation timeline requires modification due to the student year, the Parties may adjust the timeline accordingly. The Evaluation Subcommittee will convene to determine the timeline and focus indicators for evaluation for the 2020-2021 work year.
4. **Required Face Coverings**: Educators may provide their own face coverings/masks and shall be required to wear a face covering at all times on District property unless the educator has a medical disability which prevents the educator from wearing a face covering or during designated mask breaks, provided there is appropriate social distancing. Mask breaks include lunch breaks.
5. **Personal Protective Equipment**: As recommended by the DESE, the District shall maintain a supply of:
 - disposable masks
 - goggles/eye protection
 - face shields
 - disposable gowns
 - disposable gloves
 - cleaning products such as hand sanitizer and soap.

Educators will be given the PPE which the Superintendent/designee determines is necessary to safely perform their assignments. Educators may request additional PPE from their Principal/Supervisor who will review such requests on a case by case basis.

6. Student Attendance and Grades: Educators shall continue to be responsible for ensuring student attendance is taken. Elementary educators teaching in the hybrid model will take attendance for both cohorts during the Morning Meeting. Middle school educators will take attendance for all of their cohorts during the Homeroom block. All secondary educators will take attendance each period for the cohort they are responsible for that day. Specialists shall take attendance for each of their classes. Educators shall continue to enter student attendance and grades into Aspen.

7. Distance Learning:

- a. All employees shall use District-approved platforms for on-site, hybrid, and distance learning as directed by their building Principal or Supervisor.
- b. All educators may be required to provide distance learning instruction to students outside the classroom. All elementary and middle school educators may be required to work synchronously with students both inside and outside the classroom for Homeroom, Morning Meeting and Afternoon Meeting. Each educator shall be equipped with a District device, such as a laptop computer, enabled with a camera and a microphone. .
- c. In the event an educator is assigned a distance learning classroom schedule, the educator shall perform these duties on site within the District (absent closure of schools as described above or direction of the Superintendent) during regularly scheduled work hours. As classrooms/school buildings fluctuate between hybrid and fully remote status, educators' assignments will follow their students'/cohorts' assignments.
- d. An educator shall be available for as much time needed as they, in their professional judgment, determine is necessary to provide adequately for their programs and students. Educators will make every effort to respond to parents in a timely manner.

During a fully remote schedule for the classroom, building, or district, elementary classroom educators are required to engage students in live Morning Meetings each day. In addition, elementary educators are required to provide the same total amount of developmentally appropriate direct instruction (including both synchronous and asynchronous activities) on grade-level curriculum as would have been available were the students in person. Principals will provide daily schedules to educators and may change those schedules when changing from hybrid to remote or remote to hybrid.

- e. During a fully remote schedule for the classroom, building, or district, secondary educators are required to provide the same number of live lessons they would have provided if students were onsite. Secondary educators will be available live for the entirety of each class period in order to provide instruction and/ or facilitate student work. Secondary educators are required to provide the same total amount of instruction (including both synchronous and asynchronous activities) on grade-level curriculum as if students were on site. Principals will provide daily schedules to educators and may change those schedules when changing from hybrid to remote or remote to hybrid.
- f. During a fully remote schedule for the classroom, building, or district, elementary specialists are required to provide the same number of live contact minutes as elementary classroom teachers. Administrators, in consultation with specialists, will provide schedules to specialists and may change these schedules when the building schedule changes from hybrid to remote or remote to hybrid.
- g. Related service providers are required to provide in person and/or teletherapy as directed.

8. Assignments: No educator will be assigned to more than five individual in-person classes per day.

9. Paid Leave and Sick Leave Bank:

A. Paid Leave

Educators who are working in person with students in a District school building who: (i) test positive for COVID-19, and (ii) who have symptoms of COVID-19, and (iii) are unable to work even remotely because they have COVID-19, will have the following paid leave benefits prior to using their accrued sick leave:

- On or before December 31, 2020:
 - Up to ten days of leave under the Emergency Paid Sick Leave Act (“EPSLA”) at full pay without regard to the cap in the EPSLA, followed by five days of full pay pursuant to Article 9 Section C.
- On or after January 1, 2021 and provided that Congress has not extended the EPSLA:
 - Up to ten days of leave at full pay; followed by five days of full pay pursuant to Article 9 Section C.
- On or after January 1, 2021 and provided that Congress has extended the EPSLA past December 31, 2020, the provisions applicable on or before December 31, 2020 in the first bullet shall apply.

This provision A shall only apply when the District is operating in a hybrid model and students and teachers are in District school buildings and shall not apply when the District is operating in a full remote model.

B.Sick Leave Bank

In the event that during the 2020-2021 work year, the sick leave bank provided by Article 9 Section E is exhausted as a result of COVID-19, the Parties agree to reopen this Agreement for the sole purpose of considering adding additional days to the sick leave bank.

10. Quarantines: If an educator is required to quarantine or care for someone who is quarantined, but neither is symptomatic, that educator may be required to work remotely.

11. Remote Video Norms: A subcommittee will be established to define norms for the use of remote video for both staff , students, and families. .

Agreed to on the date(s) indicated below. The Parties’ electronic signatures shall be deemed authentic signatures.

Winchester School Committee:

DocuSigned by:
Brian Vernaglia
AB7F4ACFF3244CA...

Date: 9/22/2020

Winchester Education Association:

DocuSigned by:
Anna Paradis
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Date: 9/22/2020