

**MEMORANDUM OF AGREEMENT (“Agreement”)**

**BETWEEN**

**THE WINCHESTER SCHOOL COMMITTEE (“Committee”)**

**AND**

**THE WINCHESTER EDUCATION ASSOCIATION UNIT B, Administrative Assistants  
 (“Union”),**

**collectively referred to as the “Parties”**

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

**September 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, administrative assistants 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 administrative assistants 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 administrative assistants covered by this Agreement shall remain unchanged. The number of instructional days for students will be 170 for the 2020-2021 school year. The first ten days will be reserved for District-directed activities: professional development, training, curriculum work, parent and student outreach, classroom set-up, collaboration time, and/or other duties.

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

2. **Workday:** The length of the workday for administrative assistants covered by this Agreement shall remain unchanged from the Parties' collective bargaining agreement and administrative assistants continue to receive their break time as provided in the Parties' collective bargaining agreement.

Due to the nature of the hybrid model, in which Wednesdays are entirely remote, administrative assistants may choose to complete their work assignments on Wednesdays from home or within District buildings, unless otherwise directed by their supervisors. 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.

3. **Required Face Coverings:** administrative assistants may provide their own face coverings/masks and shall be required to wear a face covering at all times on District property unless the administrative assistant has a medical disability which prevents the administrative assistant from wearing a face covering or during designated mask breaks, provided there is appropriate social distancing. Mask breaks include lunch breaks.

4. **Personal Protective Equipment:** As recommended by the DESE, the District shall maintain a supply of:

- Disposable gloves
- goggles/eye protection
- face shields
- Disposable gowns
- cleaning products such as hand sanitizer and soap.

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

## 5. **Paid Leave and Sick Leave Bank:**

### A. **Paid Leave**

Administrative assistants 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 administrative assistants 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 8 Section D 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.

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

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

Winchester School Committee:

DocuSigned by:

*Brian Vernaglia*  
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Date: 9/22/2020

Winchester Education Association:

DocuSigned by:

*Anna Paradis*  
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Date: 9/22/2020