

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

**BETWEEN**

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

**AND**

**THE WINCHESTER EDUCATION ASSOCIATION UNIT C, Education Support  
Professionals, ESPs (“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, ESPs 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 ESPs 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 ESPs covered by this Agreement shall remain unchanged, 183 days. 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 ESPs’ work year will begin on August 31, 2020. The first ten days will be reserved for District-directed activities: professional development, training, assisting with curriculum work, parent and student outreach, assisting with classroom set-up, collaboration time, and/or other duties. Prior to the start of the student school year, ESPs 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 cohorts attending school in-person in buildings three, four, or five days per week, while other students attend 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, ESPs 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.

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 classrooms 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, ESPs will be provided with a minimum of one week notice. As directed or provided in their schedules, ESPs may be assigned to work with groups of students who may be fully remote, remote in a hybrid model, or in-person instruction. While an ESP may have multiple groups in different models, the ESP will not be assigned to work with groups in multiple models simultaneously. However, generally on Wednesdays, ESPs are working with all students in a class or course remotely together.

2. **Workday:** The length of the workday for ESPs covered by this Agreement shall remain unchanged from the Parties' collective bargaining agreement and ESPs continue to receive their break time as provided in the Parties' collective bargaining agreement. Additional duties may be assigned as needed by the building principal.

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

4. **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.

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

**5. 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 ESPs may be required to provide distance learning instruction/assistance to students outside the classroom. Each ESP shall be equipped with a District device, such as a laptop computer, enabled with a camera and a microphone, and have access to a Zoom account.
- c. In the event an ESP is assigned a distance learning classroom schedule, the ESP 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, ESPs' assignments will follow their students'/ cohorts' assignments.

**6. Assignments:** No ESP will be assigned to more than five individual in-person classes per day.

**7. Paid Leave and Sick Leave Bank:**

A. Paid Leave

ESPs 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 ESPs 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 7 Section 2 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.

**8. Quarantines:** If an ESP is required to quarantine or care for someone who is quarantined, but neither is symptomatic, that ESP 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*  
AB7F4ACFF3244CA...

Date: 9/22/2020

Winchester Education Association:

DocuSigned by:  
*Anna Paradis*  
B9C6AE81FC7C48F...

Date: 9/22/2020