

MEMORANDUM OF AGREEMENT (“Agreement”)

BETWEEN

THE WINCHESTER SCHOOL COMMITTEE (“Committee”)

AND

THE WINCHESTER EDUCATION ASSOCIATION UNIT D, Special Education Supervisors (“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, SPED supervisors 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 SPED supervisors 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 SPED supervisors covered by this Agreement shall remain unchanged: 200 days. The number of instructional days for students will be 170 for the 2020-2021 school year. . The first ten days of the 2020-21 school year will be reserved for District-directed activities: professional development, training, curriculum work, parent and student outreach, collaboration time, and/or other duties. SPED supervisors 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 attending school in-person in buildings three, four, or five days per week, 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, SPED supervisors may choose to complete their work assignments on Wednesdays from home or within District buildings, unless there is a request from the Director of Special Education and/or parent for an IEP meeting to be held in the district building. 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, SPED supervisors will be provided with a minimum of one week notice.

2. **Workday:** The length of the workday for SPED supervisors covered by this Agreement shall remain unchanged from the Parties' collective bargaining agreement.

3. **Evaluation:** The Parties shall comply with the SPED supervisors 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 SPED Supervisor Evaluation timeline requires modification due to the student year, the Parties may adjust the timeline accordingly. The Evaluation Subcommittee with one representative from Unit D will convene to determine the timeline and focus indicators for evaluation for the 2020-2021 work year.

4. **Required Face Coverings:** SPED supervisors may provide their own face coverings/masks and shall be required to wear a face covering at all times on District property unless the SPED supervisor has a documented medical disability which prevents the SPED supervisor 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.

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

6. Distance Learning:

- a. All employees shall use District-approved platforms for on-site, hybrid, and distance learning as directed by the building Principal or Director of Special Education.

7. Paid Leave and Sick Leave Bank:

A. Paid Leave

SPED supervisors 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 SPED supervisors 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 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.

8. Quarantines: If a SPED supervisor is required to quarantine or care for someone who is quarantined, but neither is symptomatic, that SPED supervisor 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
AB7F4ACFF324CA...

Date: 9/22/2020

Winchester Education Association:

DocuSigned by:
Anna Paradis
B9C6AE81FC7C48F...

Date: 9/22/2020