

**Wachusett Regional School District
and the
Wachusett Regional Education Association, Inc.**

**Memorandum of Agreement
COVID-19 Closure**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School Committee (hereinafter, "District") and the Wachusett Regional Education Association (hereinafter, "Association").

WHEREAS, in connection with the public health emergency associated with the COVID-19 outbreak, Massachusetts Governor Charlie Baker has declared a three-week suspension of school operations for educational purposes, resulting in the closure of all schools in the Wachusett Regional District, not to re-open before April 6, 2020;

Therefore, the Wachusett Regional School District and the Wachusett Regional Education Association hereby agree to the following:

Section A: Employee Safety, Illness, & Absentee Procedures

The District and the Association agree that it is for the mutual benefits of the community and the members of the Association to take preventative measures to combat infection and mitigate personal risk.

1. The District and the Association mutually agree to encourage members who are showing symptoms of COVID-19, exposed to COVID-19, identify themselves as high-risk as defined by the Centers for Disease Control and Prevention, or are so advised by their medical providers, to remain home and seek medical treatment as necessary. Such encouragement will be sent via email and posted in common areas.
2. For the duration of this agreement, staff will not be required to produce documentation of illness from a medical provider.
3. For the period of March 12, 2020, through April 6, 2020, no absences due to any sick leave or other approved leaves of absence per the agreement between the parties will be charged against any sick, personal, or other earned time off.
4. The District shall hold harmless any employee for performance or productivity for any time lost due to school, building, office, or District closing. Use of the Evaluation System is suspended for the duration of the school closure period, and all timelines and dates shall be adjusted based upon the duration of school closure. Employees without Professional Teacher

Status shall have these days during the closure count towards the requirements to earn such status.

5. Subject to state and federal law, the District will share with the Association non-confidential information in its possession relating to confirmed cases of COVID-19 which occur in a Wachusett Regional School District employee or student.

6. The District agrees to provide notification of school reopenings at least two work days in advance.

Section B: Compensation

1. During the three-week suspension of school operations for educational purposes through April 6, 2020, employees shall continue to be paid their full regular annual salary according to the regular payment schedule, and there shall be no deduction of pay for any of the days of the temporary school closure.

2. Employees who receive pay in addition to their regular base salary for work performed in a stipendiary position prior to March 13, 2020, will continue to receive any such additional pay for the period of the three-week suspension of school operations for educational purposes through April 6, 2020.

3. The Association agrees to "Enrichment Resources Support" as provided in Section C of this Agreement.

Section C: Enrichment Resources Support

1. During the three-week suspension of school operations for educational purposes through April 6, 2020, employees will adhere to the model of Enrichment Resources provided to all families by District administration. Such enrichment educational days will count as work days under the Collective Bargaining Agreement between the District and the Association. The sum of enrichment educational days and in-person work days shall not exceed the regular contractual work year of 183 days.

2. Members of the Association agree to respond to professional email through the WRSD email system in a timely fashion, and no later than two work days of receipt, provided that the member is well and not caring for members of their family who are sick. In the event of illness and/or unavailability, educators shall notify their building principal via email of the anticipated duration of illness/unavailability to the extent possible.

3. Employees shall not be required to perform or plan for remote enrichment educational support using their own personal computers, phones, or other devices.

4. The Association and District understand and acknowledge that the purpose of the District provided links is to provide students with educational enrichment and that employees will not be held responsible for student achievement during the three-week suspension of school operations for educational purposes through April 6, 2020. In the event that staff has suggested links to be included with the enrichment materials, the member may email the information to the building principal for consideration.

5. The Association and District understand and acknowledge that remote educational enrichment support may or may not consume a regular full work day for employees. Employees may, but are not required to, perform part of such work outside of the employee's regular work hours as outlined in the 2018- 2021 Collective Bargaining Agreement between the WRSDC and WREA.

Section D: No Precedent

The Parties agree that this agreement sets no precedent or past practice, and shall not be used in any proceeding except one to enforce its terms.

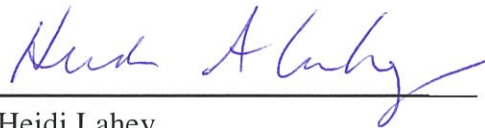
Section E: Suspension of School Operations for Educational Purposes beyond April 6, 2020

In the event that the suspension of school operations for educational purposes is extended beyond April 6, 2020, representatives of the District and the Association will confer and mutually determine whether to extend or modify this Agreement for any subsequent period of school closure.

Dated this 20th day of March, 2020.



Darryll McCall, Ed.D.
Superintendent of Schools
Wachusett Regional School District



Heidi Lahey
President
Wachusett Regional Education Association, Inc.