

## Memorandum of Agreement

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the School Committee of the Town of Wellesley and the Wellesley Educators Association (formerly Wellesley Teachers Association and the Wellesley Educational Professional Support Association).

The Committee and Association agree that the goal of this Memorandum of Agreement is to modify the work expectations and protections for all members in the Wellesley Educators Association in light of the fulltime return of students during the COVID-19 pandemic. The terms of this agreement will remain in effect until June 30, 2022. The Wellesley School Committee and the Wellesley Educators Association hereby agree to the following:

1. A Health & Safety Joint Labor Management Committee (JLMC) shall be composed of an equal number of members chosen by the Association and by the superintendent (or designee). The Health and Safety Joint Labor Management Committee shall be chaired by the Association president (or designee) and a person designated by the superintendent. This committee shall:
  - a. Have an equal number of members from the Association and Administration;
  - b. Shall, upon the ratification and subsequent signing of this agreement, convene every two weeks to review concerns, seek information, and make recommendations to appropriate oversight departments (i.e. Facilities Management Department - FMD; School Administration, etc.). Building based committees can share concerns, questions with the larger, central committee. The committee will continue to discuss updated guidance by state, federal and medical sources.
  - c. The first meeting of this committee will convene no later than two weeks following the ratification and signing of this agreement.
  - d. The Committee may elect not to meet at a scheduled time with mutual and unanimous consent of its members. In such cases, the committee co-chairs will exchange reports from their constituencies electronically.
  - e. It is agreed by both parties that all supervisors must comply with safety guidelines and may not create individual requirements for their building that negate any part of this agreement
  
2. **COVID-Related Temporary Absences**
  - a. Eligible employees will be granted "emergency paid sick leave" in accordance with the terms of the Massachusetts Emergency Paid Sick Leave Act to June 30, 2022. Any employee who has exhausted their Emergency Sick Leave entitlement is not eligible for the extended benefits and is required to use their own accrued leave time.
  - b. If an employee cannot work due to their own COVID status, such time shall be considered a "COVID Day(s)." Each employee will receive up to five (5) COVID

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days. On these day(s) employees shall receive their full contractual pay and shall not have any of the time/days deducted from existing contractual leave benefits. Such COVID status includes, but is not limited to, when the employee is:

- i. required, by the school nurse, to get a COVID test during contractual work hours and remain out of work until the test results are received;
  - ii. directed to leave school based on a consultation with the school nurse or another healthcare provider due to experiencing or exhibiting COVID symptoms; or
  - iii. required to quarantine or isolate as directed by the school nurse or another health care provider because of exposure to or diagnosis of COVID; or
  - iv. required for care of a household member with COVID or because of quarantining; or
  - v. required leave to get vaccinated or to recover from the effects of a COVID vaccination or booster.
- c. Unit C Members will have access to the Unit A Sick Bank, subject to the terms outlined in the Unit A Collective Bargaining Agreement. Funding mechanisms for this bank will remain the same.

### 3. Close Contacts & Contact Mitigation

- a. The Administration will define a close contact using DESE and DPH's definition, (<https://www.doe.mass.edu/covid19/on-desktop/protocols/protocols.pdf>).
- b. Any Staff who has concerns about their number of transitions or daily student contacts may speak with their supervisor who will discuss the possibility of a reasonable adjustment to the schedule.
- c. In order to maintain effective contact tracing, educators will maintain and submit charts as requested by the supervisor and in accordance with DESE guidelines.

### 4. Masking, PPE, & Exposure Mitigation

- a. All staff, students, visitors, and contractors will wear masks while indoors, except when inclement weather necessitates eating indoors. Staff may be permitted to remove masks if isolated in an office or classroom with the door shut.
- b. The Administration shall provide staff with personal protective equipment (PPE) including but not limited to face shields, gloves, hand sanitizer, cleaning solution and replacement masks upon request.
- c. Staff who supervise students in special programming will be provided with protective gowns and face shields as determined by their supervisor.
- d. Employees will not confront other employees over the lack of or improperly fitted face coverings. Instead, the employee will refer the matter to the employees' supervisor; to the Director of Human Resources; or to the Building Administrator.

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Employees may ask students and visitors to wear face coverings at all times. Students and visitors who refuse to be compliant will be referred to a Building Administrator.

- e. Proposed changes to Mask mandates will be referred to the JLMC for Health & Safety for further discussion and bargaining.
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5. Weather permitting, students will take mask breaks and eat outdoors. If meals or mask breaks occur indoors, efforts will be made to maximize the distance between students and keep windows open.
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6. **Ventilation & Facilities**
    - a. The Administration, through the Facilities Management Department (FMD), will maintain filters at MERV 13 ratings in all HVAC systems in all schools.
    - b. The WEA may request an evaluation of air quality and/or air exchanges from their head custodian.
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7. **Testing**
    - a. The Administration will employ a “test and stay” model for all students and staff who are exposed to a COVID-19 positive individual while at school. Close contacts will be tested daily with Rapid Antigen Tests. All other exposures will follow quarantine-at-home guidelines from the Board of Health.
    - b. The Administration will educate and actively discourage community members from bringing symptomatic students to school. Throughout the school year, the administration will actively encourage all families to keep students home if they show any symptoms of COVID-19 and do not have a negative test result.
    - c. WPS Nursing staff will be provided with full PPE, including N95 or K95 face masks, face shields, gloves, goggles, gowns, and any other necessities required to administer COVID-19 testing.
    - d. The Association and Administration will monitor the quantity of tests in the “test and stay” model and their impact on the work of the nursing department.  
Understanding that this program is novel and presents a change in the expectations for work of the Nursing Staff, Association reserves the right to bargain over the impact of this model and/or testing programs and future protocols.
    - e. Work performed outside of contractual hours will be compensated at a rate commensurate with their contractual compensation.
    - f. The Administration agrees to utilize the staff provided by the Commonwealth of Massachusetts’ designated school testing programs (like CIC) for COVID-19 testing whenever possible.

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### 8. Data Collection & Reporting

- a. The administration or the Town of Wellesley will not collect, retain, or store any individual confidential or medical testing data.
- b. The district will maintain a dashboard reporting at least two weeks of aggregate positive case data for each building or work location, updated at least once per week.

### 9. Mask & Vaccination Mandates

- a. Changes to Mask and Vaccination mandates will be referred to the JLMC for Health & Safety for further discussion and bargaining.

The terms set forth in this Memorandum of Agreement represent the full and complete understanding of the parties signed below and supersede any and all prior verbal and written representations, understanding, or agreements in connection with this matter and do not establish any type of practice or precedent.

For Wellesley Public Schools:

For Wellesley Educators Association:

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Dr. David Lussier  
Superintendent of Schools

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Kyle Gekopi  
President, Wellesley Educators Association

\_\_\_\_\_  
Date

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Date

\_\_\_\_\_  
Catherine Mirick  
Chairperson, Wellesley School Committee

\_\_\_\_\_  
Date