

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**WESTPORT BOARD OF EDUCATION**

**AND**

**WESTPORT EDUCATION ASSOCIATION**

The Westport Board of Education; (the "Board") and the Westport Education Association (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding remote work due to school closures, hybrid work week models, and/or other such work arrangements related to COVID-19 working conditions for the July 1, 2020 – June 30, 2021 work year only:

1. The parties understand and acknowledge that, during the 2020-2021 work year, the schools may be closed for an unknown period of time, and during a period in which school otherwise would have been in session, for reasons related to COVID-19, and that such closure(s) may be directed by the Board and/or the Superintendent, or by an authority outside the District.
2. The parties understand and acknowledge that, during the 2020-2021 work year, the Board may require hybrid work weeks and/or other work arrangements for reasons related to COVID-19, and that such work arrangements may be directed by the Board and/or the Superintendent, or by an authority outside the District.
3. In the event of remote work due to school closures, a hybrid work week model, and/or other such work arrangements during the 2020-2021 work year, each member of the bargaining unit shall, if so directed by the Superintendent and/or his designee(s) (the "Administration"), perform work as described in this Memorandum of Agreement in accordance with past practices and with the parties' collective bargaining agreement, except as specifically modified in this MOA.
4. The Association shall be given at least one Association appointed representative on any committees designated for the purposes of reopening schools and/or distance learning.
5. Bargaining unit members who are at increased risk of severe illness from COVID-19 as set forth in Centers for Disease Control and Prevention (CDC) guidance, or who reside with someone who is at increased risk of severe illness from COVID-19 as set forth in CDC guidance, may submit an accommodation and/or leave request to the Director of Human Resources and General Administration, who shall consider the applicant's eligibility for

- any such accommodation and/or leave in accordance with applicable law and any applicable provisions of the collective bargaining agreement.
6. The Board and the Association shall consider family care (child care, elder care etc.) issues for bargaining unit members on a case-by-case basis in accordance with applicable Federal, state, and local laws, as well as any applicable provisions of the collective bargaining agreement.
  7. As determined by the District in consultation with local health officials, school buildings may be open to bargaining unit members during remote work due to school closures. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members who are comfortable reporting to an open school building may perform remote work or other work as necessary to fulfill job responsibilities in the building according to the hours set forth in the collective bargaining agreement.
  8. Bargaining unit members assigned to perform work from a remote location shall be required to be available to students and parents during the student school day, except for when it is the bargaining unit member's prep time or lunch.
  9. Bargaining unit members shall be provided with appropriate technology for the purpose of remote work.
  10. Should distance learning be necessary, bargaining unit members working from a remote location shall be available to students and parents/guardians through existing district-approved electronic platforms. Bargaining unit members may contact students and/or parents/guardians by using a district-approved app or caller-ID blocked personal phone (use \*67).
  11. Live streaming from classrooms or teacher homes to students participating remotely, synchronous student engagement, and pre-recorded lessons will be used to implement the Board's interactive learning model as directed by the Administration, subject to the following:
    - a. The Administration in collaboration with WEA members shall determine the duration of the live-streamed instruction.
    - b. Bargaining unit members shall exercise their professional discretion in delivering lessons.
    - c. The Administration in collaboration with WEA members shall establish guidelines and requirements regarding pre-recorded lessons, synchronous and live streaming sessions, and office hours
  12. Bargaining unit members will use their professional judgment and discretion when addressing the needs of students learning remotely, complying with all legal requirements that pertain to educational programs (eg., IEP and 504), whether it be done in class and/or during the time provided in the schedule for this purpose.


13. In the event a bargaining unit member requires absence from work responsibilities during remote work due to school closure, the hybrid work week model, and/or during other such work arrangements, the bargaining unit member shall report such absences through normal means and the contractual requirements and restrictions relating to such absences shall apply.
14. Any bargaining unit member who must be in quarantine and/or becomes ill due to COVID exposure from the school environment will be placed on paid administrative leave and shall not be required to utilize contractual leave provisions.
15. All days of remote work due to school closure, the hybrid work week model, and/or other such work arrangements, shall be in accordance with the established work day (seven and one-half hours), and shall be applied to the teacher work year as outlined in the collective bargaining agreement between the Board and the Association.
16. Bargaining unit members required to learn new technology, curriculum, teaching methods, or otherwise prepare for remote work due to school closure, a hybrid work week model, or other such work arrangement shall be afforded professional development time during the normal workday.
17. Back to School night and scheduled fall parent/teacher conferences shall only occur from a remote location and during the timeframe as set forth in the collective bargaining agreement and/or in accordance with existing past practices between parties. Spring parent/teacher conferences as well as transition nights at the middle and high school level shall be evaluated in January depending on the school model currently being used.
18. All meetings involving bargaining unit members shall occur utilizing remote technology unless all applicable social distancing protocols, as set forth by CDC guidance for social distancing and state and local regulations for social distancing can be followed.
19. In accordance with a hybrid or more restrictive school model, the spacing guidelines used will be the greater distance of the CDC guidelines and/or state and local regulations. The number of students in a bargaining unit member's classroom shall not exceed the number that can safely be distanced in such space.
20. Only after all other options have been exhausted shall a bargaining unit member be required to perform direct or indirect instruction of another bargaining unit member for whom they would not normally have daily responsibility. In all situations safety and distancing protocols will be followed.
21. All Personal Protective Equipment (PPE) required by the state of CT, local health department, municipality, or BOE shall be provided by the BOE at the request of the teacher. Teachers shall not be required to reuse PPE beyond guidance recommended by the Center for Disease Control (CDC), state, federal and/or local authorities.

22. All bargaining unit members shall be provided access to sanitizing and disinfecting supplies as recommended by CDC, state, local and municipal bodies.
23. Bargaining unit members shall not be required to clean any part of their classroom and/or materials being used between groups of students or at any other point during the school day.
24. Pre-School and SPED teachers shall be provided additional PPE (such as, gloves, gowns, scrubs, special masks).
25. Bargaining unit members shall not be required to organize, pack, or distribute materials from students' desks, cubbies, and/or lockers. Additional PPE, if requested, shall be provided for the above purposes.
26. Protocols at each school level will be established for the enforcement of student PPE compliance.
27. Bargaining unit members shall be afforded time to prepare, organize, or otherwise utilize their work spaces within the teacher work year and teacher work day in accordance with health and safety guidance as set forth by local health officials.
28. Bargaining unit members shall be compensated their full salaries, in accordance with the provisions of the collective bargaining agreement between the Board and the Association.
29. Stipends for coaching and advising other student activities shall be paid only if such sports or other activities are held, whether virtually or in person (as determined and/or approved by the Board and/or the Superintendent in their sole discretion). If the sport or other activity is held, whether virtually or in person (as determined and/or approved by the Board and/or the Administration in their sole discretion), stipends for coaching or advising such sport or other activity shall be paid as follows: the member shall receive (a) 50% of the stipend if the activity is held for less than or equal to half the period for which it would normally occur, or (b) 100% of the stipend if the activity is held for more than half the period for which it would normally occur.
30. The parties understand and acknowledge that on August 11, 2020, the Connecticut State Department of Education issued an order implementing flexibilities within the "Guidelines for Education Evaluation 2017" and Connecticut General Statutes Section 10-151b for the 2020-21 school year. The Professional Development and Evaluation Committee (PDEC) and the Superintendent shall meet to discuss the adoption of such flexibilities. Should the PDEC and the Superintendent mutually agree to adopt such flexibilities, they shall notify the Bureau of Educator Effectiveness and Professional Learning by October 1, 2020.

- 31. All provisions of the collective bargaining agreement between the Board and the Association shall remain in effect except to the extent such provisions have been modified by this Agreement.
- 32. When school is in session, teachers shall not be assigned duties during their contractual wrap-around time. If it becomes a necessity to assign teachers to a responsibility during this time, as student safety is in jeopardy, compensation shall be given for this time by the lessening of afternoon meetings. Bargaining unit members will not be required to attend after-school meetings should their wrap around time be lost.
- 33. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this Memorandum of Agreement in the future if circumstances related to COVID-19 and/or its impact on the District change or otherwise evolve following the execution of this Agreement by both parties.
- 34. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Agreement.
- 35. This Agreement shall terminate either upon the reopening of schools for regular classes or June 30, 2021, whichever is earlier.

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Association

8/26/2020  
Date

DocuSigned by:  
  
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Board

8/26/2020  
Date