

MEMORANDUM OF AGREEMENT
BETWEEN
WESTON BOARD OF EDUCATION
AND
AFSCME LOCAL 1303-110

The Weston Board of Education (the "Board") and the American Federation of State, County, and Municipal Employees, Local 1303-110 (the "Union") 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 remainder of the 2020-2021 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 Weston Public Schools (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. The Union shall be given at least one Union-appointed representative on any committee designated for the purpose of reopening schools and/or distance learning.
4. 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 MOA in accordance with past practices and with the parties' collective bargaining agreement (CBA) except as modified by this MOA.
5. The Administration shall determine the location of work by bargaining unit members in consultation with local health officials, and such work may occur within the workplace or through remote access regardless of whether students are learning remotely either fully or in part. The Administration will not require bargaining unit members performing bargaining unit work to enter student homes unless, in consultation with local health officials, the Administration determines such work arrangements to be appropriate.
6. As determined by the District in consultation with local health officials, school buildings may be open during remote work due to school closures. The Administration shall notify bargaining unit members if buildings are open. Those bargaining unit members who are

assigned to work remotely during a school closure may perform remote work or other work as necessary to fulfill job responsibilities in an open school building according to the hours set forth in the CBA, provided that performing such work in an open school building is consistent with applicable public health guidance.

7. Bargaining unit members who are assigned to in-person services and/or classes, hybrid services and/or classes, and/or are required to perform work from a remote location shall be required to be available to students, other staff members, and parents during their regular work day hours and otherwise in accordance with past practice, except for when it is the bargaining unit member's lunch time.
8. Bargaining unit members shall be provided with appropriate technology for the purpose of remote work as may be necessary. Bargaining unit members with WiFi issues may request a loan of a district hotspot as such equipment may be available.
9. Bargaining unit members working from a remote location shall be available to students, parents, and other staff members through existing District-based electronic platforms. In no event shall bargaining unit members be required to use personal cell phones or other personal electronic devices for communication with students and parents. Bargaining unit members will check their email and pertinent education platforms regularly during the work day.
10. Live streaming from classrooms or bargaining unit member homes to students participating remotely will be used to implement interactive learning as directed by the Board, subject to the following:
 - a. It is only to be used during the COVID-19 health crisis.
 - b. The bargaining unit member will not be responsible for any claims of privacy violations (including FERPA) solely attributable to live streaming.
 - c. The Administration will inform parents/guardians and students that they are not permitted to record live streamed lessons except when such recordings are a necessary accommodation in accordance with Section 504 and IDEA implemented in consultation with the affected bargaining unit member.
 - d. IT issues that go beyond the established expectations for a bargaining unit member will not be the bargaining unit member's responsibility, but will be directed to the district's IT personnel.
11. 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 to such absence shall apply, subject to the provisions of Paragraph 12.

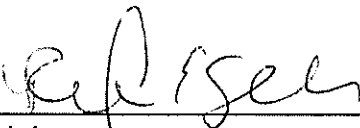
12. Any bargaining unit member who, as a result of a school or district COVID event, (1) is required to quarantine by the state or local health department or the District as a result of a school or District positive COVID test or must be absent from work due to illness from COVID-19, and (2) cannot work from a remote location, shall be placed on paid administrative leave and shall not be required to utilize contractual leave provisions.

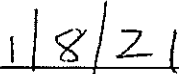
In addition, bargaining unit members may apply for leave in accordance with and subject to the limitations of the provisions of either the Families First Coronavirus Response Act (FFCRA) (until December 31, 2020, at which time the leave provisions of the FFCRA expire) or the Family and Medical Leave Act, if eligible. These provisions are without prejudice for leave in accordance with the CBA.

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 Human Resources 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 CBA.


13. The Board and the Union shall consider family care (child care, elder care, etc.) issues for bargaining unit members on a case-by-case basis in accordance with Federal, state and local laws as well as any applicable provisions of the CBA.
14. All days of remote work due to school closure, the hybrid work week model, and/or other such work arrangements, shall be applied to the work year as outlined in the CBA.
15. Bargaining unit members required to learn new technology, curriculum, instructional 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.
16. The Administration will, to the extent possible, hold meetings involving bargaining unit members utilizing remote technology unless all applicable social distancing protocols, as set forth by CDC social distancing guidelines and state and local regulations, can be followed. The request of any bargaining unit member who is not comfortable attending in-person meetings to attend all meetings from a remote location shall be considered on a case-by-case basis.
17. Masks will be provided to bargaining unit members upon request. All other Personal Protective Equipment (PPE) required by the state of CT, local health department, municipality, or Board shall be provided by the Board. Bargaining unit members shall not be required to reuse PPE beyond guidance recommended by the CDC, state, federal and/or local authorities.

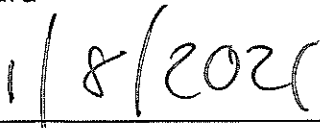
18. The Board shall, upon the bargaining unit member's request, provide gloves, gowns, medical masks, and face shields to the following bargaining unit members:
- a. All who are required to organize, pack, or otherwise handle materials from students' desks, cubbies, and/or lockers.
 - b. All who work with Pre-School and SPED students.
 - c. All who are assigned to lunch and/or recess duties.
 - d. All custodial, nursing, and library/learning commons staff.
 - e. All others who are required to handle and clean student equipment on a daily basis.
19. Bargaining unit members shall be compensated their full wages, including stipends and differentials (as applicable), in accordance with the provisions of the CBA.
20. All provisions of the CBA shall remain in effect except to the extent such provisions have been modified by this MOA.
21. Notwithstanding the foregoing, the Board and the Union agree that they may revisit the terms of this MOA in the future if circumstances related to COVID-19 and/or its impact on the District change or otherwise evolve following the execution of the MOA by both parties.
22. This MOA shall not be used as precedent or cited as past practice by either the Board or the Union in any proceeding whatsoever except to enforce the terms of this MOA.
23. This MOA shall terminate either upon the end of the COVID-19 health emergency as determined by the Board in consultation with public health officials or June 30, 2021, whichever is earlier.



Union


Date



Board


Date