

JOINT PUBLIC STATEMENT

The Weston Board of Education and the Weston Teachers' Association are pleased to announce that we have reached an agreement on a memorandum outlining our common understandings related to the reopening of school this fall.

The Board of Education and the Administration have been committed to effective communication with the Association, the teachers it represents and the entire school community. In reaching this agreement, we confirmed that good communication between and among the Board of Education, the Administration and the Association is essential to our ongoing collaboration on these important issues.

We, and the entire school community, have planned extensively for the reopening of schools. Detailed information about our planning efforts is available on the [WPS COVID-19 Resource Webpage](#). The Board and the Association join in our commitment to ensure that the Weston Public Schools have a healthy and safe opening for the new school year.

MEMORANDUM OF AGREEMENT
BETWEEN
WESTON BOARD OF EDUCATION
AND
WESTON TEACHERS ASSOCIATION

The Weston Board of Education; (the "Board") and the Weston Teachers 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 (CBA) except as modified by this Memorandum of Agreement.
4. The Association shall be given at least two Association appointed representatives on any committees designated for the purpose of reopening schools and/or distance learning.

5. 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 Federal, state, and local laws as well as the CBA.
6. 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 during a school closure 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.
7. Bargaining unit members who are assigned to in-person instruction, hybrid instruction and/or required to perform work from a remote location shall be required to be available to students and parents during the teacher work day and otherwise in accordance with past practice, except for when it is the bargaining unit member's prep time or lunch.
8. Bargaining unit members shall be provided with appropriate technology (such as, computers, doc cams) for the purpose of remote work as such work may be necessary. Bargaining unit members with wifi issues in such circumstances 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 and parents through existing district-based electronic platforms, including but not limited to email, Zoom, Seesaw, Canvas, Google classroom or telephone. In no event shall teachers be required to use personal cell phones or other personal electronic devices for communication with students and parents. Teachers will check their email or education platform regularly during the work day. Teachers will speak with students or parents/guardians as appropriate.
10. Live streaming from classrooms or teacher 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 teacher will not be responsible for any claims of privacy violations (including FERPA) solely attributable to live streaming.
 - c. The Board will inform parents/guardians and students that they are

not permitted to record live streamed lesson except when such recordings are a necessary accommodation in accordance with Section 504 and IDEA implemented in consultation with the affected teacher.

- d. IT issues that go beyond established expectations for a teacher will not be the teacher's responsibility, but will be directed to the district's IT personnel.
- e. The parties understand that teachers must exercise their professional discretion subject to Administrative oversight. When teaching via webcam, the teacher will not be expected to be in camera view for the entire length of the class.
- f. When the district is operating under the hybrid model, classroom teachers shall make assignments to all of their students, whether learning in -person or remote, in the same manner as occurs in a traditional classroom setting, including differentiated instruction and accommodations for students with special needs. Teachers shall not be expected to present a different curriculum to students learning remotely. Should the model change, the parties shall revisit this provision.

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 relating to such absences shall apply.

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 Weston public schools 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 or the Family and Medical Leave Act, if eligible. These provisions are without prejudice to requests for leave in accordance with the collective bargaining agreement.

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 any such accommodation and/or leave in accordance with applicable law and any applicable provisions of the collective bargaining agreement. 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.

13. 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 teacher work year as outlined in the collective bargaining agreement between the Board and the Association.
14. 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.
15. Parent conferences, back-to-school night, open house, and similar activities shall only occur from a remote work location and during the timeframes as set forth in the collective bargaining agreement and/or in accordance with existing past practices between the parties. New student orientation and "meet the teacher" meetings will be conducted in-person as all health and safety protocols will be followed.
16. All meetings involving bargaining unit members shall occur 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. Only after all other options have been exhausted shall a bargaining unit member be required to teach a number of students greater due to COVID-19 work arrangements than those currently in existence per past practice between the Board and the Association.

18. 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.
19. Masks will be provided to teachers upon request. All other Personal Protective Equipment (PPE) required by the state of CT, local health department, municipality, or BOE shall be provided by the BOE. Teachers shall not be required to reuse PPE beyond guidance recommended by the Center for Disease Control (CDC), state, federal and/or local authorities.
20. All classrooms shall be provided sanitizing and disinfecting supplies as recommended by CDC.
21. Bargaining unit members shall not be required to do daily cleaning of classrooms and/or equipment. Teachers are expected to wipe down their work spaces. The Board will provide the materials for teachers to do so.
22. Bargaining unit members shall not be required to organize, pack or distribute materials from students' desks, cubbies, and/or lockers. Teachers who do so will be provided additional PPE as may be requested.
23. Bargaining unit members shall not be responsible for taking students' temperatures.
24. Pre-School and SPED teachers shall be provided additional PPE (such as gloves, gowns, scrubs, special masks). Protocols at each school level will be established for the enforcement of student PPE compliance.
25. Bargaining unit members shall be compensated their full salaries, including instructional stipend positions, in accordance with the provisions of the collective bargaining agreement between the Board and the Association. Stipends for coaching and advising other student activities shall be paid only if such sports or other activities are held, and such stipends shall be prorated on a monthly basis depending on how long such sports or other activities occur.-
26. The parties understand and acknowledge that on August 11, 2020, the State Department of Education issued a plan regarding flexibilities for implementing the CT Guidelines for Educator Evaluation 2017 for the 2020-21 school year only. The PDEC Committee and the Superintendent shall meet to discuss the adoption of the maximum flexibilities allowable. Should

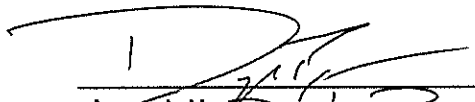
the PDEC and the Superintendent agree to adopt such flexibilities, they shall notify the Bureau of Educator Effectiveness and Professional Learning by October 1, 2020.

27. 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.

28. 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.

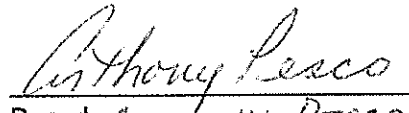
29. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Agreement.

30. This Agreement 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.



Association *Douglas Freeman*

Date *9/1/2020*



Board *ANTHONY PESCO*

Date *9/1/20*