

MEMORANDUM OF AGREEMENT
BETWEEN
WINDHAM SCHOOL BOARD
AND THE
WINDHAM EDUCATION ASSOCIATION, NEA-NH

This Memorandum of Agreement is entered into by the Windham School Board (“Board”) and the Windham Education Association (“Association”).

WHEREAS, the Board has adopted a reopening plan for the School District: and

WHEREAS, the Board and the Association have bargained over impacts that the reopening plan has on certain terms and conditions of employment for bargaining unit members represented by the Association, as referenced in Article IX, Section G of the collective bargaining agreement (“CBA”) between the Board and Association.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and notwithstanding any provisions to the contrary contained in the 2021-2024 CBA, the parties agree to the following for the 2021-2022 school year:

1. Masks will be optional in all Windham School District facilities unless a statewide mask mandate is implemented, or a Board recommendation requires it. Students and staff may continue to wear a mask if they choose to do so. Students must follow the guidelines of other school districts when traveling to facilities outside of the Windham School District.
2. Teachers are required to work the regular parent-teacher conferences as per the day(s) outlined in the CBA. Parent-teacher conferences may take place virtually or in-person, per parent/guardian preference. Teachers will conduct parent-teacher conferences from their respective buildings.
3. The district will permit a maximum of 2 snow/weather/emergency days. Any day thereafter, teachers will provide remote learning via Zoom from their homes so that no more than 2 days will be added to the school year calendar. It is understood that Zoom snow days must satisfy the 80% student participation rate to qualify as a “school day” when calculating the required length of the district’s school year.
4. If a student cannot attend school because of quarantine or isolation for COVID-19:
 - a. The team (the teachers, parents, and administrator) will participate in the development of a specific plan to support the needs of the student, which may include a wide variety of instructional practices such as: Zoom, email, paper packets, instructional videos, online testing, or interactive media.

- b. When it is determined that Zoom access into the classroom is a necessary part of the educational process, the team will work to establish the amount of Zoom access required, along with other forms of synchronous and asynchronous learning, to ensure success for the student.
 - c. Asynchronous lesson materials should be available to students in a timely manner with clear instructions and timelines for completion; synchronous methods of teaching, when utilized, should be scheduled in advance with appropriate materials and links made available to students.
 - d. A minimum Zoom requirement of 1 period per course per week for WHS and WMS students, and 1 day per week for GBS and WCS students will be established, unless the team determines either less or more is necessary. If the parents and teachers disagree, the administrator will decide, subject to appeal to the School Board under 4(h). A minimum of 1 additional contact between student and teacher will occur weekly.
 - e. When a teacher is unable to operate Zoom due to technical difficulties, the teacher will notify the school's main office, and the office will direct IT to respond. If IT determines that it cannot resolve the problem within a reasonable period of time, the teacher will not be obligated to use Zoom during that period.
 - f. If, in the opinion of the administration, a deficiency in teacher performance related to remote learning exists, a teacher shall be given suggestions for corrections to said deficiency in accordance with CBA Article IX.D.4.
 - g. All teachers are free to independently interact and work with students as necessary.
 - h. Any appeal of decisions will be reviewed by the School Board.
5. There will be no limit on Zoom with education opportunities for teachers or students who wish to pursue approved classwork with collegiate programs or foreign studies.
 6. It is understood that reopening protocols, at the Board's discretion, are subject to change at any time.
 7. The parties agree that this Memorandum of Agreement shall set no precedent or past practice and shall not be used in any proceedings except to enforce its terms.
 8. The parties agree that this Agreement will only be in effect for the 2021-2022 school year.

WHEREFORE, the Windham School Board and the Windham Educational Association, NEA-NH have caused this Memorandum of Agreement to be executed by their duly authorized representatives this 20 day of October 2021.

TA
Subject to
ratification by
WEA + WSB
DS
10/8/21
Ann
10/8/21

WINDHAM SCHOOL BOARD

By: [Signature]

Title: Chairman, WSB

WINDHAM EDUCATION ASSOCIATION, NEA-NH

By: [Signature]

Title: President

