

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this ____ day of June 2024, by and between the West Shore School District ("District") and the West Shore Education Association ("Association").

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement ("Agreement") covering the period of September 1, 2022 through August 31, 2027; and

WHEREAS, the District is opening two new intermediate schools at the beginning of the 2024-2025 school year; and

WHEREAS, these new intermediate schools will provide instruction for students in fifth and sixth grade; and

WHEREAS, the District and Association discussed the need to define various issues relative to Article VIII Work Schedules for the bargaining unit members assigned to work in the intermediate buildings; and

NOW THEREFORE, intending to be legally bound hereby, the District and the Association agree as follows:

1. The following language in Article VIII Work Schedules, 8.00 Work Hours shall be modified as noted below:

Except in case of emergency (which shall include non-regular arrival or departure of bus transportation for students) and as hereinafter provided, elementary-assigned teaching Employees shall not be required to be on duty more than forty-five (45) minutes longer per day than the period measured by the commencement and termination of the applicable school day. High school, middle school and intermediate school-assigned teaching Employees shall not be required to be on duty more than thirty (30) minutes longer per day than the period measured by the commencement and termination of the applicable school day. The School District shall apportion said forty-five (45) minutes of elementary time before the commencement of school and/or after the termination of school. The School District shall apportion said thirty (30) minutes of high school, middle school and intermediate school time before the commencement of school and/or after the termination of school. Other Employees shall report when directed by the School District but shall not be required to work more hours per week than teaching Employees.

2. The following language in Article VIII Work Schedules, 8.03 Building Assignments/Elementary Issues shall be modified as noted below:

Employees will remain in their building of primary assignments throughout the work day. Employees who are required to travel between buildings operated by the School District shall follow such schedule or schedules as are directed by the School District.

(a) Elementary and intermediate assigned teaching Employees shall receive relief from pupil supervision for one-half of the teaching day at the end of the first semester and an additional one-half day teaching day at the end of the school year, within each school year calendar, for the exclusive purpose of fulfillment of the preparation requirements of report cards.

(b) The District and the Association shall form a committee composed of a total number of members to be agreed upon by the parties, with an equal number of committee members to be appointed by the School District and an equal number of committee members to be appointed by the Association. This committee, which shall be designated as the Elementary Staff Concerns Committee, will meet and address concerns of the elementary staff.

3. The following language in Article VIII Work Schedules, 8.04 Planning Time shall be modified as noted below:

A planning period shall be any unassigned segment of time, fifteen (15) minutes or more in length [excluding the Employee's thirty (30) minute lunch period], during any part of the day while the Employee is required to be on duty. Each teacher shall be afforded a minimum of thirty (30) consecutive minutes of planning per day. The School District may request that Employees collaborate or attend meetings during the time beyond the minimum planning time minutes as stated below, provided, however, that an Employee shall not be required to collaborate or attend meetings that take him/her below the minimum minutes.

Each high school and middle school Employee shall be afforded an aggregate of no less than two hundred seventy (270) minutes of planning time in each cycle containing six (6) complete days of actual full-time student attendance.

Elementary and intermediate school teachers shall be afforded an aggregate of no less than three hundred and twenty (320) minutes of planning time in each cycle containing six (6) complete days of actual full-time student attendance.

4. The above referenced language modification shall be incorporated into the next Agreement negotiated between the parties, absent subsequent negotiation amending the language.
5. This MOU shall not alter the terms of the Agreement, except as expressly set forth herein. All other terms of the CBA shall remain in full force and effect.

6. No amendment to any provision of this Memorandum of Understanding shall be effective unless in writing and signed by both parties.
7. Any perceived violation of this MOU shall be subject to the grievance procedure as outlined in Article V of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

WEST SHORE SCHOOL DISTRICT

By: _____
President, Board of School Directors

Attest:

Secretary

WEST SHORE EDUCATION ASSOCIATION

By: _____
President

Attest:

Secretary