

Please Note: These minutes are pending Board approval.
Board of Education
Newtown, Connecticut

Minutes of the Board of Education special meeting on March 26, 2020 in the council chambers at 3 Primrose Street at 3:00 p.m.

M. Ku, Chair
D. Delia, Vice Chair
D. Cruson, Secretary
D. Leidlein
J. Vouros
R. Harriman-Stites
D. Zukowski
H. Jojo (absent)
M.Chand(absent)

L. Rodrigue
A. Uberti
R. Bienkowski

Mrs. Ku called the meeting to order at 3:00 p.m.

Board members present were Dan Cruson, John Vouros and herself. The other Board members were on video as well as Anne Uberti and three members of the public on the phone line. The meeting was also being recorded.

Item 1 – Public Participation – None

Item 2 – Update on Distance Learning

Dr. Rodrigue thanked the leadership team, staff, parents and students who have stepped up using distance learning. We are working on revising areas in our plan and listening to parent and staff feedback. We continue to provide Chromebooks to families. Mrs. Amodeo and the tech staff have been phenomenal. We are providing devices starting with fourth grade students. Superintendents are sharing their distance learning plans. Universities and colleges are also sharing their knowledge and expertise. Another communication will be sent to parents to update them on the plan. Part of this situation is social isolation. Parents want their children to see their teachers and we will work that out with the staff.

Mr. Vouros asked if there was any way for each class to see each other so they can connect with one another and their teacher.

Dr. Rodrigue said that right now we are working on teachers connecting with their class. It's more difficult for younger students. It's too early to look at that possibility.

Mr. Cruson addressed K-2 students getting Chromebooks and Ipads and asked if they specifically had to be Ipads which might be difficult for some families.

Dr. Rodrigue said with both we are trying to be more interactive. We are making sure to supply devices for families.

Mrs. Uberti said the device for K-1 students is a tablet because it's easier for them to navigate.

Item 3 – Update on Memorandum of Understanding with Bargaining Units

Dr. Rodrigue worked these out with our unions and they are already practicing what is included in them. We are honoring their contracts in good faith. We worked on the remote instruction which was a change in the working conditions that prompted the MOUs. We discussed this with every union and the common theme in all is closure-related work which is the difference in the classroom and the most important component. Some are very specific around time and documentation. The target is four hours for teachers. We have an understanding with paras that their work will be around professional development. They are online with safe schools, working with professional development opportunities, and training. Some may even be able to work with teachers. The nurses MOU is also straightforward and they could work remotely.

They have SNAP and are doing reports as well as reaching out to families in need. She reached out to unions and asked that they continue reaching out to families. Also, if the Town needed nurses to help out we would see if they might be interested. Custodians are working on a rotation schedule. It's working out well with security as they are sharing being at the three schools during the free lunch distribution. We had a good faith understanding with all unions, wanted to keep people safe, and it makes sense to enter into these agreements with each union in the best interest of the district.

Mr. Delia asked if teacher evaluations have to be part of the MOU.

Dr. Rodrigue said they should not because the evaluation and support plan was waived for teachers by the State.

Mrs. Ku stated that we would not put in any issues that would be dictated by the State in an MOU.

Dr. Rodrigue said these MOUs would be in effect for the rest of the contract term.

Mr. Cruson appreciated that the bargaining units were willing to enter into these MOUs and support the district during this time.

Dr. Rodrigue said we have a good relationship with our unions and thanked all of them.

Mrs. Zukowski was pleased to see that we are protecting our staff during this time and asked if the MOUs covered the entire employee base and if others who worked for the district like substitute teachers were covered.

Dr. Rodrigue stated that substitute teachers are hired on a daily basis so they won't be covered. Our Care Navigator is still working with families so we are keeping her position as whole. Also, the BCBA's are contracted and we are working with them individually.

Mrs. Zukowski asked if custodians who normally worked during the day had to substitute in the evening, would that custodian be paid the night shift differential.

Dr. Rodrigue said we moved the night shift to the day shift so no one will work in the evening. There will be less hours to keep people safe and working remotely if possible

Mrs. Zukowski asked if the MOUs were legal with Dr. Rodrigue's signature for the Board of Education and why the Chair wasn't signing to make it official.

Mrs. Ku said that past practice is the Superintendent has the ability to make these MOUs and update the Board on them. The Superintendent will sign and that's not uncommon.

Mrs. Zukowski said that maybe in the future instead of Newtown Board of Education for the signature it would just say Superintendent.

Mrs. Ku stated that the Board designates the Superintendent to sign for the Board.

Item 4 – Transportation Contract

Mr. Cruson will abstain due to a conflict.

Dr. Rodrigue stated that she and Mr. Bienkowski spoke to All-Star regarding the bus drivers getting paid. We also looked at the transportation savings we would get while school is not in session. It was important to negotiate with them on a way to pay the drivers and see a savings for us. Mr. Delia sent questions which included the number of buses we use which is 54. If school doesn't reopen, the number of non-bus days would be 58. If we go back on April 20, there will be 17 school days remaining. He also asked the cost per day per bus which is \$150.

In speaking with John Dufour today, there will be more realized savings because we would only pay the drivers and negotiate later what savings they could pass on to the district.

Mr. Bienkowski said there are many components that make up the daily rate such as payments on loans they have, rent for parking the buses, and insurance. Also, we could see a savings on other items. If we pay the drivers they will just bill us for the drivers and on nothing else the rest of the year. The rent for buses and our costs for propane fuel will be saved because there would be no transportation for athletic events and field trips. We will just be paying for labor.

Dr. Rodrigue said Mr. Dufour is in the process of negotiating with their vendors for possible savings for them. She was confident and comfortable after that phone call. We will talk again after April 20.

Mr. Delia thanked them for talking with them and to pass along his sincere thanks for working with us.

Mrs. Harriman-Stites was thrilled to be able to pay the bus drivers and asked what portion of the \$150 per day was the labor cost.

Mr. Bienkowski said that was the initial figure we calculated. All-Star will do a detailed calculation based on the average hours each one drives because the rates are not the same for each driver.

Dr. Rodrigue said the All-Star manager and staff in the office are getting paid.

Mrs. Zukowski asked if there were aids on the buses.

Mr. Bienkowski said there are monitors on the special education vans and they will be included in the payroll based on average hours.

Item 5 – Discussion of Contracts

Whitsons Contract:

Dr. Rodrigue said Whitsons is a self-sufficient organization.

Mr. Bienkowski stated this is an enterprise fund because money generated takes care of its operation. The lunches we are providing will be paid by the Board of Education for approximately \$66,000 and charged to contracted services.

Dr. Rodrigue said Joe Stango and his staff members hand out lunches so they will get paid. Social services also reached out to Whitsons about helping to distribute food in the community.

Mrs. Harriman-Stites asked how much of the \$66,000 could be paid by federal funding.

Dr. Rodrigue was not sure about federal funding because we wanted to open this up to everyone. We aren't sure how much of that funding we would be eligible for.

Mrs. Harriman-Stites stated that a friend in Wisconsin told her they were using bus drivers to deliver breakfast and lunch in that town.

EdAdvance Transportation Contract:

Dr. Rodrigue stated that EdAdvance still transports any students to private facilities that are open. We had the option of paying the bill for the whole year and the remaining amount would be credited to us next year.

Mr. Bienkowski said that EdAdvance decided to pay drivers throughout shutdown as the right thing to do. They are revenue driven and said we could pay 50% of the bill just for the drivers

but if we pay it all they would credit us the other 50% next year. He recommends paying the full amount so there will be a reduced transportation cost next year.

Mrs. Ku said this was consistent with what we are hearing with MOUs and contracts without costing the district extra money.

Mr. Delia appreciates everything that everyone is doing. There is a tremendous amount of pressure on Dr. Rodrigue and the staff and he sees how hard everyone is working and appreciates what they've done.

Mrs. Ku thanked Dr. Rodrigue, Mr. Bienkowski and Suzanne D'Eramo for working with all the groups to come to these agreements to ensure the district is supporting everyone while fulfilling our mission to educate our students.

MOTION: Mr. Cruson moved to adjourn. Mr. Vouros seconded. Motion passes unanimously.

Item 6 – Adjournment

The meeting adjourned at 4:00 p.m.

Respectfully submitted:

Daniel J. Cruson, Jr.
Secretary

MEMORANDUM OF AGREEMENT

The Newtown Board of Education (the "Board") and the Newtown Association of School Administrators (the "Association") hereby enter into the following Memorandum of Agreement ("Agreement") in order to provide continuity in educational opportunities for students and continuity in school district operations during school closures related to the COVID-19 health emergency:

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools have been closed for a period of time, when schools otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the District ("School Closure").
2. During the School Closure and/or on any weekday following the School Closure up to and including June 30, 2020, Association employees (collectively, "Employees" and each an "Employee") shall, if so directed by the Superintendent and/or his or her designee(s) (the "Administration"), perform work for the Board ("Closure-Related Work").
3. As determined by the Superintendent and/or his or her designee(s) in consultation with any applicable health officials, District buildings may remain open for certain purposes during the School Closure. Employees shall perform Closure-Related Work remotely and/or in an open District building, as directed by the Superintendent and/or his or her designee(s), subject to any applicable exceptions as determined by the Superintendent and/or his or her designee(s) (e.g., exceptions related to the health of the Employee, students, and/or the school community).
4. In the event an employee requires absence from work responsibilities on any work day during a School Closure, the Employee shall report such absences through normal means, and the regularly applicable contractual requirements shall continue to apply. Each work day of absence shall be charged as a full day of absence.
5. Employees shall be expected to work no more than the total number of contractual work days applicable to their positions during the 2019-20 school year, as set forth in the parties' collective bargaining agreement.
6. Employees who perform their responsibilities in accordance with the provisions of this Agreement (and/or who are on approved paid leave) shall be compensated their full salaries in accordance with the provisions of the parties' collective bargaining agreement and shall not earn additional compensation for Closure-Related Work.

7. 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 for the 2019-20 school year by this Agreement.
8. This Agreement shall apply only to the 2019-20 school year and shall expire upon on June 30, 2020.
9. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this Agreement in the future if circumstances related to the COVID-19 health emergency and/or its impact on the District change or otherwise evolve following the execution of this Agreement by both parties.
10. 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 Memorandum of Agreement.

NEWTOWN BOARD
OF EDUCATION

NEWTOWN ASSOCIATION
OF SCHOOL ADMINISTRATORS

By: Lois Rodriguez

By: Kirby Long

Date: 3-26-20

Date: 3/25/2020

MEMORANDUM OF AGREEMENT

The Newtown Board of Education (the "Board") and the Newtown Federation of Teachers (the "Federation") hereby enter into the following Memorandum of Agreement ("Agreement") in order to provide continuity of educational opportunities for students during school closures related to the COVID-19 health emergency:

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools have been closed for a period of time, when schools otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the District ("School Closure").
2. During any School Closure, all certified employees shall provide educational opportunities for students remotely and perform related functions as directed by the Superintendent and/or the Superintendent's designee(s) (the "Administration"), in accordance with the provisions of this Memorandum of Agreement.
3. During any School Closure all certified employees shall be available to fulfill their professional responsibilities as directed by the Administration as follows:
 - a) Employees having an FTE status of .8 or more shall engage with students in providing educational opportunities on a remote basis and perform related functions as directed by the Administration for a total of at least twenty (20) hours per week (Monday through Friday), during the regular contractual teacher work day. To the extent reasonably possible, such employees shall provide such educational opportunities and provide such related functions evenly across the week for at least four (4) hours per day, but not to exceed the length of the regular contractual work day.
 - b) Employees having an FTE status of less than .8 shall engage with students in providing educational opportunities on a remote basis and perform related functions as directed by the Administration for a total of at least ten (10) hours per week (Monday through Friday), during the regular contractual teacher work day. To the extent reasonably possible, such employees shall provide such educational opportunities and provide such related functions evenly across the week for at least two (2) hours per day, but not to exceed the length of the regular contractual work day.
 - c) Employees shall document such remote educational opportunities and related functions as directed by the Administration.

4. In the event an employee requires absence from work responsibilities on any work day during a School Closure, the employee shall report such absences through normal means, and the regularly applicable contractual requirements shall continue to apply. Each work day of absence shall be charged as a full day of absence.
5. Employees shall be expected to work no more than the contractual work year as defined by the parties collective bargaining agreement (187 days) during the 2019-20 school year, including days when school was open to students, professional development days or other days designated by the Administration as teacher work days during a School Closure.
6. Employees who perform their responsibilities in accordance with the provisions of this Agreement (and/or who are on approved paid leave) shall be compensated their full salaries in accordance with the provisions of the collective bargaining agreement between the Board and the Federation and shall not earn additional compensation for Closure Work.
7. Employees who have served in a stipend activity since the beginning of the 2019-2020 school year will be paid the full stipend for the year, in accordance with the parties' collective bargaining agreement. If a Spring 2020 extracurricular activity is cancelled before April 1, 2020, athletic coaches and supervisors of such activities shall not be compensated for such activities. If the extra-curricular activity is commenced after April 1, 2020, then the stipend shall be paid on a prorated basis.
8. All provisions of the collective bargaining agreement between the Board and the Federation shall remain in effect except to the extent such provisions have been modified for the 2019-20 school year by this Agreement.
9. This Agreement shall apply only to the 2019-20 school year and shall expire upon completion of the 2019-20 school year.
10. Notwithstanding the foregoing, the Board and the Federation agree that they may revisit the terms of this Agreement in the future if circumstances related to the COVID-19 health emergency and/or its impact on the District change or otherwise evolve following the execution of this Agreement by both parties.
11. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Board or the Federation in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

NEWTOWN BOARD
OF EDUCATION

By: *Lois Rodriguez*

Date: 3-26-20

NEWTOWN FEDERATION
OF TEACHERS

By: *[Signature]*

Date: 3/26/20

MEMORANDUM OF AGREEMENT

The Newtown Board of Education (the "Board") and the Newtown Federation of Teachers (the "Federation") hereby enter into the following Memorandum of Agreement ("Agreement") in order to provide continuity of educational opportunities for students during school closures related to the COVID-19 health emergency:

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEWTOWN BOARD OF EDUCATION

AND

**THE NEWTOWN FEDERATION OF EDUCATIONAL PERSONNEL
LOCAL 3785, AFT-CT, AFL-CIO**

The Newtown Board of Education (the “Board”) and the Newtown Federation of Educational Personnel, Local 3785, AFT-CT, AFT, AFL-CIO (the “Federation”) hereby enter into the following Memorandum of Agreement (“MOA”) regarding school closures related to the COVID-19 health emergency.

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools (the “District”) have been closed for a period of time, and during a period in which school otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the Board (“School Closure”).
2. During the School Closure and/or on any weekday following the School Closure up to and including June 30, 2020, Federation employees (collectively, “Employees” and each an “Employee”) shall, if so directed by the Superintendent and/or his or her designee(s) (the “Administration”), perform work for the Board (“Closure-Related Work”). The performance of Closure-Related Work may be performed up to and including June 30, 2020, provided that the performance of such work shall not cause any Employee regularly assigned to work fewer than fifty-two (52) weeks to work more than the total number of contractual work days applicable to such Employee, in accordance with the provisions of the parties’ collective bargaining agreement.
3. The Administration will notify Employees of their assignments for any Closure-Related Work (which may differ from Employees’ assignments prior to the School Closure).
4. As determined by the Administration in consultation with any applicable health officials, District buildings may remain open for certain purposes during the School Closure. Employees shall perform Closure-Related Work remotely and/or in an open District building, as directed by the Administration, subject to any applicable exceptions as determined by the Administration (*e.g.*, exceptions related to the health of the Employee, students, and/or the school community).

5. During the School Closure, Employees performing Closure-Related Work shall be available to fulfill their responsibilities for a period of time not to exceed the length of the regular work day. The following provisions shall apply during the School Closure:
 - a) The Administration will notify Employees regarding the specific hours during which such assignments shall be performed (within the range of their regularly scheduled work hours).
 - b) Except as otherwise approved by the Administration, Employees shall be engaged in performing their assigned responsibilities for at least four (4) hours per work day (but not to exceed the length of the regular contractual work day).
 - c) Notwithstanding the foregoing, except as otherwise approved by the Administration, the two (2) employees who are regularly scheduled to work thirty (30) and twenty-seven (27) hours per week, respectively, shall be engaged in performing their assigned responsibilities for at least three and one-half (3.5) hours and three (3) hours, respectively, per work day (but not to exceed the length of the regular contractual work day).
 - d) Employees shall document such Closure-Related Work as directed by the Administration.
6. In the event an Employee is absent from any assigned Closure-Related Work, the Employee shall report such absence(s) through normal means and the contractual requirements and restrictions relating to such absence(s) shall apply. Each work day of absence shall be charged as a full day of absence.
7. During the School Closure, Employees who perform their responsibilities in accordance with the provisions of this Agreement shall continue to receive their base compensation, based on the number of hours such employees were regularly scheduled to work immediately preceding such School Closure, and shall not receive any additional compensation for such Closure-Related Work. In order to receive such continued base compensation during any pay period occurring during the School Closure, Employees must perform Closure-Related Work as directed by the Administration during such pay period (and/or be on approved paid leave during such pay period). If an employee does not perform such work and/or is not on an approved paid leave, the employee's pay will be adjusted accordingly.
8. All provisions of the parties' collective bargaining agreement shall remain in effect except to the extent such provisions have been modified for the 2019-20 fiscal year by this MOA.
9. This MOA shall expire on June 30, 2020.

10. Notwithstanding the foregoing, the Board and the Federation agree that they may revisit the terms of this MOA in the future if circumstances related to the COVID-19 health emergency and/or its impact on the Board change or otherwise evolve following the execution of this MOA by both parties.
11. This MOA shall not be used as precedent or cited as practice by either the Board or the Federation in any proceeding whatsoever except to enforce the terms of this MOA.

Newtown Board of Education

Newtown Federation of Educational
Personnel, Local 3785, AFT-CT, AFT,
AFL-CIO

By: *Loisie Rodrigue*

By: *Arlen Scamis*

Date: *3-26-20*

Date: *3-20-2020*

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEWTOWN BOARD OF EDUCATION

AND

**THE NEWTOWN SCHOOLS CUSTODIANS AND MAINTENANCE
ASSOCIATION, LOCAL 3924, AFT, AFL-CIO**

The Newtown Board of Education (the "Board") and the Newtown Schools Custodians and Maintenance Association, Local 3924, AFT, AFL-CIO (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding school closures related to the COVID-19 health emergency.

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools (the "District") have been closed for a period of time, and during a period in which school otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the Board ("School Closure").
2. During the School Closure and/or on any weekday following the School Closure up to and including June 30, 2020, Association employees (collectively, "Employees" and each an "Employee") shall, if so directed by the Superintendent and/or the Superintendent's designee(s) (the "Administration"), perform work for the Board ("Closure-Related Work").
3. Employees shall not perform Closure-Related Work unless they receive express written and/or electronic notification from the Administration directing them to do so. The Administration will notify Employees of their assignments for any Closure-Related Work (which may differ from Employees' assignments prior to the School Closure), and will notify Employees regarding the hours during which such assignments shall be performed. Employees performing Closure-Related Work shall be available to fulfill their responsibilities for a period of time not to exceed the length of the regular work day, as designated by the Administration.
4. As determined by the Administration in consultation with any applicable health officials, District buildings may remain open for certain purposes during the School Closure. Employees shall perform Closure-Related Work in an open District building as directed by the Administration, subject to any applicable exceptions as determined by the Administration (*e.g.*, exceptions related to the health of the Employee, students, and/or the school community).
5. In the event an Employee is absent from any assigned Closure-Related Work, the Employee shall report such absence(s) through normal means and the contractual

requirements and restrictions relating to such absence(s) shall apply. Each work day of absence shall be charged as a full day of absence.

6. Subject to the provisions set forth below, during the School Closure, Employees who perform their responsibilities in accordance with the provisions of this Agreement shall continue to receive their base compensation, based on the number of hours such employees were regularly scheduled to work immediately preceding such School Closure, and shall not receive any additional compensation for such Closure-Related Work. Employees who were receiving the night shift differential set forth in Section 6.4 of the parties' collective bargaining agreement immediately preceding the School Closure shall continue to receive such night shift differential during the School Closure, regardless of the actual hours during which they perform Closure-Related Work during the School Closure.
 - a) In order to receive such continued base compensation during any pay period occurring during the School Closure, Employees must perform Closure-Related Work as directed by the Administration during such pay period (and/or be on approved paid leave during such pay period). If an employee does not perform such work and/or is not on an approved paid leave, the employee's pay will be adjusted accordingly.
 - b) If on any work day during the School Closure an Employee is called back to perform additional work within eight (8) hours of the time that the Employee began work on that day, the Employee will not receive any additional compensation for work performed during such eight-hour period, since the Employee is already being paid for that entire eight-hour period.
 - c) Employees shall document such Closure-Related Work as directed by the Administration.
7. All provisions of the parties' collective bargaining agreement shall remain in effect except to the extent such provisions have been modified for the 2019-20 fiscal year by this MOA.
8. This MOA shall expire on June 30, 2020.
9. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this MOA in the future if circumstances related to the COVID-19 health emergency and/or its impact on the Board change or otherwise evolve following the execution of this MOA by both parties.
10. This MOA 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 MOA.

10. This MOA 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 MOA.

Newtown Board of Education

By: Lois Rodriguez

Date: 3-26-20

Newtown Schools Custodians and
Maintenance Association, Local 3924,
AFT, AFL-CIO

By: Wajid Livi

Date: 3/25/2020

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN PARAEDUCATORS ASSOCIATION
LOCAL 136-13, INTERNATIONAL FEDERATION OF PROFESSIONAL &
TECHNICAL ENGINEERS, AFL/CIO/CLC

The Newtown Board of Education (the "Board") and the Newtown Paraeducators Association, International Federation of Professional & Technical Engineers, Local 136-13, AFL/CIO/CLC (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding school closures related to the COVID-19 health emergency.

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools (the "District") have been closed for a period of time, and during a period in which school otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the Board ("School Closure").
2. During any School Closure, Paraeducators (collectively, "Employees" and each an "Employee") shall, if so directed by the Superintendent and/or his or her designee(s) (the "Administration"), perform work for the Board ("Closure-Related Work"). The performance of such work shall not cause any Employee to work more than the total number of work days applicable to such Employees during the 2019-20 school year, as set forth in the parties' collective bargaining agreement.
3. The Administration will notify Employees of their assignments for any Closure-Related Work (which may differ from Employees' assignments prior to the School Closure).
4. As determined by the Administration in consultation with any applicable health officials, District buildings may remain open for certain purposes during the School Closure. Employees shall perform Closure-Related Work remotely and/or in an open District building, as directed by the Administration, subject to any applicable exceptions as determined by the Administration (e.g., exceptions related to the health of the Employee, students, and/or the school community).
5. During the School Closure, Employees performing Closure-Related Work shall be available to fulfill their responsibilities for a period of time not to

exceed the length of their regular work day. The following provisions shall apply during the School Closure:

- a) The Administration will notify Employees regarding the specific hours during which such assignments shall be performed (within the range of their regularly scheduled work hours).
 - b) Employees who are regularly scheduled to work thirty (30) or more hours per week shall be engaged in performing their assigned responsibilities for at least three (3) hours per work day (but not to exceed the length of their regular work day).
 - c) Employees who are regularly scheduled to work fewer than thirty (30) hours per week shall be engaged in performing their assigned responsibilities for at least one and one-half (1.5) hours per work day (but not to exceed the length of their regular work day).
 - d) Employees shall document such Closure-Related Work as directed by the Administration.
6. In the event an Employee is absent from any assigned Closure-Related Work, the Employee shall report such absence(s) through normal means and the contractual requirements and restrictions relating to such absence(s) shall apply. Each work day of absence shall be charged as a full day of absence.
7. Subject to the provisions set forth below, during the School Closure, Employees who perform their responsibilities in accordance with the provisions of this Agreement shall continue to receive their base compensation, based on the number of hours such Employees were regularly scheduled to work immediately preceding such School Closure, and shall not receive any additional compensation for such Closure-Related Work.
- a) Employees who were regularly receiving Personal Care Compensation in accordance with Section 6.9 of the parties' collective bargaining agreement immediately preceding the School Closure will continue to receive such Personal Care Compensation during the School Closure.
 - b) Employees who were receiving Educational Compensation in accordance with Section 6.10 of the parties' collective bargaining agreement immediately preceding the School Closure will continue to receive such Educational Compensation during the School Closure.
 - c) Employees who were receiving Compensation for Behavioral Interventionists in accordance with Section 6.11 of the parties' collective bargaining agreement immediately preceding the School Closure will

continue to receive such Compensation for Behavioral Interventionists during the School Closure.

- d) Employees who were receiving Compensation for Chemical Hygienist in accordance with Section 6.12 of the parties' collective bargaining agreement immediately preceding the School Closure will continue to receive such Chemical Hygienist Compensation during the School Closure.
 - e) In order to receive such continued base compensation during any pay period occurring during the School Closure, Employees must perform Closure-Related Work as directed by the Administration during such pay period (and/or be on approved paid leave during such pay period). If an employee does not perform such work and/or is not on an approved paid leave, the employee's pay will be adjusted accordingly.
8. 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 for the 2019-20 school year by this MOA.
 9. This MOA shall apply only to the 2019-20 school year and shall expire upon completion of the 2019-20 school year.
 10. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this MOA in the future if circumstances related to the COVID-19 health emergency and/or its impact on the District change or otherwise evolve following the execution of this MOA by both parties.
 11. This MOA 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 Memorandum of Agreement.

NEWTOWN BOARD
OF EDUCATION

NEWTOWN PARAEDUCATORS
ASSOCIATION, LOCAL 136-13, IFPTE,
AFL/CIO/CLC

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEWTOWN BOARD OF EDUCATION

AND

**NEWTOWN PUBLIC SCHOOL NURSES
LOCAL 1303 OF COUNCIL 4, AFSCME**

The Newtown Board of Education (the “Board”) and the Newtown Public School Nurses, Local 1303 of Council 4, AFSCME (the “Union”) hereby enter into the following Memorandum of Agreement (“MOA”) regarding school closures related to the COVID-19 health emergency.

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools (the “District”) have been closed for a period of time, and during a period in which school otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the Board (“School Closure”).
2. During any School Closure, nurses (collectively, “Employees” and each an “Employee”) shall, if so directed by the Superintendent and/or his or her designee(s) (the “Administration”), perform work for the Board (“Closure-Related Work”). The performance of such work shall not cause any Employee to work more than the total number of work days applicable to such Employees during the 2019-20 school year, as set forth in the parties’ collective bargaining agreement.
3. The Administration will notify Employees of their assignments for any Closure-Related Work (which may differ from Employees’ assignments prior to the School Closure).
4. As determined by the Administration in consultation with any applicable health officials, District buildings may remain open for certain purposes during the School Closure. Employees shall perform Closure-Related Work remotely and/or in an open District building, as directed by the Administration, subject to any applicable exceptions as determined by the Administration (*e.g.*, exceptions related to the health of the Employee, students, and/or the school community).
5. During the School Closure, Employees performing Closure-Related Work shall be available to fulfill their responsibilities for a period of time not to exceed the length of their regular work day. The following provisions shall apply during the School Closure:

- a) The Administration will notify Employees regarding the specific hours during which such assignments shall be performed (within the range of their regularly scheduled work hours).
 - b) Employees shall be engaged in performing their assigned responsibilities for at least four (4) hours per work day (but not to exceed the length of their regular work day).
 - c) Employees shall document such Closure-Related Work as directed by the Administration.
6. In the event an Employee is absent from any assigned Closure-Related Work, the Employee shall report such absence(s) through normal means and the contractual requirements and restrictions relating to such absence(s) shall apply. Each work day of absence shall be charged as a full day of absence.
 7. Employees who perform their responsibilities in accordance with the provisions of this Agreement shall continue to receive their base compensation and shall not receive any additional compensation for such Closure-Related Work. In order to receive such continued base compensation during any pay period occurring during the School Closure, Employees must perform Closure-Related Work as directed by the Administration during such pay period (and/or be on approved paid leave during such pay period). If an employee does not perform such work and/or is not on an approved paid leave, the employee's pay will be adjusted accordingly.
 8. All provisions of the collective bargaining agreement between the Board and the Union shall remain in effect except to the extent such provisions have been modified for the 2019-20 school year by this MOA.
 9. This MOA shall apply only to the 2019-20 school year and shall expire upon completion of the 2019-20 school year.
 10. 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 the COVID-19 health emergency and/or its impact on the District change or otherwise evolve following the execution of this MOA by both parties.
 11. This MOA shall not be used as precedent or cited as practice by either the Board or the Union in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

NEWTOWN BOARD
OF EDUCATION

NEWTOWN PUBLIC SCHOOL NURSES
ASSOCIATION, LOCAL 1303 OF
COUNCIL 4, AFSCME

By: _____

By: _____

Date: _____

Date: _____