

MEMORANDUM OF AGREEMENT

BETWEEN

THE NORWALK BOARD OF EDUCATION

AND

THE NORWALK FEDERATION OF TEACHERS

This Agreement is entered into by and between the Norwalk Board of Education (hereinafter the "Board") and the Norwalk Federation of Teachers (hereinafter the "Union") due to the COVID-19 pandemic:

Whereas, the Board and the Federation are parties to a collective bargaining agreement due to expire on August 31, 2020, and a successor agreement from September 2020 to August 2023; and

Whereas, the parties understand and acknowledge that, during the 2020-21 school year, schools in the Norwalk Public Schools must make adjustments to working conditions for reasons related to the COVID-19 health emergency, and that closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the District ("School Closure");

Therefore, it is hereby agreed as between the Board and Union as follows:

Communication

The district will establish a monthly meeting between NFT representatives and the Superintendent and/or designee(s) to update and collaborate on improvements to the COVID response, including infection metrics, facilities, academics, and work site concerns.

The Board will work on a mask policy in accordance with Addendum #11 from the State Department of Education ("SDE")

Union reps will be given the opportunity to make a brief no more than 5-minute statement at after the conclusion of each faculty meeting.

The union shall be given at least 10 minutes to address new teachers during the new teacher orientation.

The use of the NPS email network to make initial contact with members or potential members shall be allowed, provided that said contact occurs before or after working hours and that the individual and union consent that by using NPS email they have no expectation of privacy pursuant to CT FOIA.

Notification to staff of exposure to confirmed coronavirus shall occur in accordance with guidance from City public health officials.

Support

No teacher shall be required to use his or her own cell phone service or personal device to conduct instruction or communications except in an emergency. Teachers shall be provided ongoing support including equipment, guidance on use of online-learning platforms, and technical support during work hours.

Teachers shall not be subject to disciplinary action for lesson planning, implementation, delivery, and/or student assessment associated with remote work without consideration of the special circumstances surrounding this 2020-2021 school year.

Should teachers, parents or students need assistance with troubleshooting technological issues, they should contact the appropriate IT member

Working Conditions:

Teachers shall not be required to clean or disinfect classrooms, or other non-professional custodial duties, which are not part of a teacher's job responsibilities. Cleaning supplies will be provided to every classroom and other work space for use at teacher discretion.

Should classroom spaces be utilized for meal times, students will be supervised for health and safety. Supervision will be in compliance with Article XIX, Duty-Free Lunch Period, and Article XVI, Non-Educational Duties.

The number of students assigned to a teachers' classroom shall comply with SDE guidelines on social distancing and collective bargaining limits. For fully remote, class size is defined in the collective bargaining agreement.

Personal Protection

Each classroom or office shall have adequate supplies to support healthy hygiene behaviors including hand sanitizer with at least 60% ethyl alcohol, or an amount or type recommended by the CDC, paper towels, and tissues. Soap shall be available at each sink.

Employees whose assignment places them at greater risk for exposure to COVID-19 (e.g. special education teachers, speech and language pathologists) shall be provided appropriate personal protective equipment (PPE) (e.g., surgical mask, face shield, and gloves) at no additional cost.

Meetings

Professional meetings shall follow the established schedule published prior to the school year, with the addition of three professional learning days subject to the 177-school day waiver. All professional learning days shall be listed on the calendar of meetings published within a week of the execution of this Memorandum of Agreement with the exception of two waiver days. No changes to the school calendar shall be made without prior consultation of the Federation.

If a period of team planning time is not provided in a given week in accordance with Article XX, Section 7, a period for personal planning will be provided in its place.

The student day shall be shortened by 15 minutes per day during the 2020-2021 school year. The resulting 75 minutes shall be combined with the faculty meeting time for a two-hour block after school on Mondays. The activities during the extended Monday meeting shall alternate on a weekly basis between (1) professional development and training, and (2) teacher team professional planning time. Otherwise, during this school year, all planned professional after-school meetings shall normally be completed in 45 minutes not to exceed one hour. The extended Monday meeting will not be held for elementary teachers during the weeks of November 30, 2020 and March 1, 2021 due to parent/teacher conferences but all elementary teachers will be expected to use that time for planning and preparation. The district will develop a new calendar to reflect the same.

For meetings where ten (10) or more persons will be present, teachers will have the option to participate on campus virtually including but not limited to faculty, department, grade level, evaluation, parent/teacher, and curriculum-related meetings. Parent-teacher conferences shall be held virtually. When the district starts holding in-person PPT meetings, teachers may request and may be given permission to submit a written report no later than 24 hours prior and attend the PPT meeting virtually during the 2020-2021 school year, or for the duration of pandemic emergency learning, whichever occurs first.

Assignment

All opportunities for certified positions must be posted as required in the collective bargaining agreement, and candidates processed through HR.

Benefits. Leave. Salary continuation. Salaries

Teachers shall be compensated their full salaries in accordance with the provisions of the collective bargaining agreement between the Board and the Union. They shall not earn additional compensation for Closure Work. The Board will provide leave in accordance with the Families First Coronavirus Response Act (FFCRA), FMLA and the collective bargaining agreement.

The following additional provisions apply in cases of quarantine. Teachers ordered to quarantine may supplement the salary cap of the FFCRA with a proportionate charge to sick leave to maintain full salary. If a teacher is ordered to quarantine after exhausting leave available under

the FFCRA, the teacher will continue to receive full pay without charge to sick leave when the quarantine is ordered because of exposure at school, and otherwise the teacher will be permitted to utilize sick leave during such quarantine. However, if a teacher is required to quarantine but is able to participate in the activities of his or her class remotely while a substitute is teaching the class, he or she shall do so, and there shall be no charge to his or her sick leave on such days.

No out of pocket expenses shall be incurred for testing that is ordered by the Board.

Teachers who are assigned to cover a whole or part of a class of an absent colleague will be paid for this extra work under the terms of the coverage payment in Article XII. Should additional coverage be required as a result of teacher absences due to the pandemic, the Board may respond to such exigent circumstances, and the Federation reserves the right to negotiate over the impact of the Board's response.

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 2020-2021 school year by this Agreement.

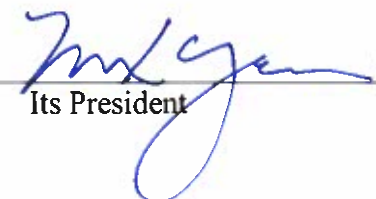
This Agreement shall expire upon the earlier of the end of the COVID-19 health emergency as determined by the Board in consultation with public health officials, or completion of the 2020-2021 school year.

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

This Memorandum of Agreement 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.

NORWALK BOARD OF EDUCATION NORWALK FEDERATION OF TEACHERS

By  9/4/20
Its Superintendent Date

By  9/4/20
Its President Date