MEMORANDUM OF AGREEMENT

BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE HARTFORD FEDERATION OF SCHOOL SECRETARIES ("HFSS")

The Hartford Board of Education (the “Board”) and the Hartford Federation of School Secretaries (“HFSS”) hereby enter into the following Memorandum of Agreement regarding the need to have bargaining unit members work despite the school closures related to the COVID-19 health emergency:

1. The parties understand and acknowledge that, during the 2019-20 school year, Hartford Public Schools have been, and may be closed for an unknown period of time during which school would have otherwise been in session, for reasons related to the COVID-19 health emergency. Closure(s) may be directed by the Board and/or by the Superintendent, or by an authority outside the Board. For the purposes of this MOA we define this as a “School Closure”.

2. During a School Closure for the 2019-20 school year, each HFSS employee shall, if so directed by the Superintendent and/or her designee(s) (the “Administration”), perform work during a School Closure, as described in this Memorandum of Agreement as “Closure Work”.

3. Bargaining unit members may be required to work from home and/or report to work in the district as directed by the Superintendent or designee during the school closure. In the event that members are asked to work from home, the Union acknowledges and agrees that bargaining unit members are expected to carry out their job responsibilities as directed. The Union understands that bargaining unit members may be required to telecommute. Telecommuting is the practice of working from home by using various methods including but not limited to the Internet, email and telephone. The Union acknowledges that there may be times when school business dictates that members be required by the Superintendent or designee to come into work during the School Closure as if they otherwise would have if there was no School Closure. In the event that a bargaining unit member decides not to report to work the member can use the appropriate leave time as outlined in Article VI. Section C. Sick Leave. Only by the direct authorization of Superintendent or designee may the member take a non-work day on that day. Approvals will not be subject to discipline.

4. As in accordance with Article X, for 10-month members, the work days will consist of 193 for 2019-2020. For 11-month members, the work days will consist of 213
for 2019-2020. Members are expected to work during the School Closure and once school reopens as directed by their supervisor(s). Such members shall be expected to work 193 and 213 days respectively during the 2019-2020 school year, through and including June 30, 2020.

5. As in accordance with Article X, for 12-month members, the work days will consist of 52 weeks for 2019-2020. 12-month members will be required to follow protocol as appropriate for the reporting of absences on any work day. The collective bargaining agreement with respect to such absences shall continue to apply.

6. Bargaining unit members shall receive direction from their supervisor(s) outlining the scope of their duties during the School Closure.

7. Bargaining unit members shall be compensated their full salaries in accordance with the provisions of the collective bargaining agreement between HFSS and the Board and shall not earn additional compensation for Closure Work.

8. All provisions of the collective bargaining agreement between HFSS and the Board shall remain in effect except to the extent such provisions have been modified for the 2019-20 school year by this Agreement.

9. Notwithstanding the foregoing, HFSS and the Board 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.

10. This Agreement shall expire upon completion of the 2019-2020 school year, June 30, 2020.

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

For the Union – HFSS

For the Board

3-31-2020

Date

Date