## **MEMORANDUM OF AGREEMENT**

#### **BETWEEN**

#### THE HARTFORD BOARD OF EDUCATION

## **AND**

# THE HARTFORD FEDERATION OF TEACHERS, LOCAL 1018 ("HFT")

The Hartford Board of Education (the "Board") and the Hartford Federation of Teachers ("HFT") hereby enter into the following Memorandum of Agreement regarding distance learning due to 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 HFT 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. The Board will implement distance learning on School Closure Days and these days will count toward the statutorily required 187 days of school. The Board and the Union agree that these days will be considered "Closure Work Days". The Superintendent shall notify teachers of the dates that are Closure Work Days.
- 4. As determined by the Board in consultation with local health officials, school buildings may be open to employees during the School Closure. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members who are comfortable reporting to an open school building may perform Closure Work on Closure Work Days in the building according to the hours set forth in the collective bargaining agreement.
- 5. The parties acknowledge that the prompt implementation of this plan for remote teaching requires bargaining unit members to engage in activities in which some have little or no experience. Bargaining unit members who comply with the Board's interim learning plan in good faith shall not be subject to any disciplinary action for lesson planning, implementation, delivery, and/or student assessment

- associated with distance learning due to the unique circumstances surrounding this agreement.
- 6. Bargaining unit members will check and respond to email for questions from students and parents/guardians each workday.
- 7. Teachers working remotely, shall be available to fulfill their professional responsibilities for a period of time not to exceed the length of the regular work day through various methods, including but not limited to email, telephone, and Board approved learning platforms. Teachers may utilize their personal devices (e.g., desktops, laptops, etc.) to fulfill their professional responsibilities or request a device from the district. To the extent possible, communication between teachers and students/parents will be through email and/or the online platform being used to post/deliver instruction and/or video conference call platforms. Should parents or students need to speak to a classroom teacher who is working remotely via telephone, they will be directed to email the teacher, and the teacher shall call at a mutually agreeable time. To the extent teachers are using their personal phones, they are encouraged to utilize \*67 to block their personal numbers.
- 8. Bargaining unit members who do not have teaching responsibilities that can be accomplished via distance learning may be required to engage in other professional responsibilities related to their assignments as set forth by the Board, to include continuing to provide service to their students and caseloads when possible through methods approved by the Board, or to engage in professional development activities as determined by the Board.
- 9. For all bargaining unit members involved in distance learning and associated professional activities encompassing this plan, the Boards expectations shall strive for uniform workload equity to the extent possible.
- 10. Should students not participate, or otherwise complete required lessons, the teacher shall first attempt to connect with the family and follow up, and then inform the building Principal who shall address the issue accordingly if teacher intervention is not successful.
- 11. Should teachers or students need assistance with trouble shooting technological issues, they should contact the IT staff and utilize the systems and processes developed for assistance.
- 12. The district will provide a means by which student/parents can communicate with the IT department, such as a help desk phone number or access to the work order system. Teachers will not be expected to provide technological support or to be intermediaries between student/parents and the IT department.
- 13. Bargaining unit members shall be compensated their full salaries in accordance with the provisions of the collective bargaining agreement between HFT and the Board and shall not earn additional compensation for Closure Work.

- 14. Teachers shall work no more than 187 days during the 2019-20 school year, including days when school was open to students, professional development or other teacher work days and approved Closure Work Days.
- 15. Bargaining unit members who have been appointed extra and or co-curricular activities with stipend pay in accordance with the collective bargaining agreement between the Board and HFT will be paid for those activities if they had begun prior to March 16, 2020, otherwise, they will not be paid unless and until the activities begin after March 16, 2020.
- 16. In the event a bargaining unit member requires absence from work responsibilities, on a Closure Work Day, the bargaining unit member shall report such absences through normal means and the contractual requirements and restrictions relating to such absences apply. The board will be responsible for informing parents of the absence.
- 17. All provisions of the collective bargaining agreement between HFT 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.
- 18. Notwithstanding the foregoing, HFT 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.
- 19. This Agreement shall expire upon completion of the 2019-2020 school year.
- 20. This Memorandum of Agreement shall not be used as precedent or cited as practice by either HFT or the Board in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

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For the Hartford Federation of Teachers	For the Board
3/24/2020	3/24/2020
Date	Date