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MEMORANDUM OF UNDERSTANDING (MOU)

Dated: 9.13.2023

Parties to the Agreement: Hartford School District & Hartford Educators Association.

Definitions: This Memorandum of Understanding (MOU) is entered into on 10.3.23 between Hartford School District, hereinafter referred to as "the Employer," and the Hartford Educators Association, hereinafter referred to as "the Employee."

"Per diem rate" is individual to each professional employee and is determined by using a 7.5 hour work day and 186 days per year.

"Committee" shall mean the Superintendent, Special Education Director (if applicable), the Human Resources Administrator, and the HEA President (or each of their respective designees).

"Substituting" shall mean providing supervision or covering classes with no responsibility for parent contact, grade reporting, assessing, open house, case management, etc.

Purpose of the MOU: The purpose of this MOU is to outline the terms and conditions governing the compensation and working arrangements for the Employee teaching additional FTE to compensate for unhired professional positions during the 2023/2024 School Year, or until a candidate is found to fill the positions. This MOU does not include language surrounding substitute compensation, which is outlined in the CBA Article XVI. K.

This MOU may also extend into future school years, upon mutual agreement from both parties.

The Employer and Employee agree that these measures are last resort, and whenever possible, suitable employees are hired to fill vacancies.

Terms of Compensation

1. When there is an unfilled professional position, the committee will work together to determine the number of per diem hours appropriate to minimally complete the job of the unhired professional.
2. Recommendations for suitable professionals to provide service under this MOU may be made by anyone on the committee, or to anyone on the committee, but the committee's decision is final.
3. Both the employer and the employee agree that either party may review the need for professional compensation should circumstances arise at any point during the school year.
4. The committee agrees to make recommendations for per diem hourly pay according to the unique vacancy and needs of the building in which the vacancy occurs. The committee's decision regarding compensation is final, and the professional can decline to take on the extra work.

5. The employee shall be compensated up to 4 hours daily at their per diem rate (a number of hours to be determined by the committee), to account for the additional preparation time, including preparation of legal special education documents, and the non-temporary nature of the assignment.

Payments:


1. All staff covered under this MOU shall receive their compensation in two payments each quarter.
2. The first payment shall be issued on the next payroll following the halfway point in each quarter.
3. The second stipend shall be issued at the next payroll following the end of the quarter.
4. Both the employee and employer recognize that payments made may impact a teacher's contribution to the Vermont Teachers' Retirement System and tax bracket.
5. Each employee covered under this agreement shall receive notification from the committee regarding the number of hours per day he/she will be compensated for. This decision in no way means the amount of work was easy to quantify, but instead represents a recognition of work and effort completed.

Notification of Assignment Changes:

1. The Employer agrees to provide all staff covered under this MOU with a minimum of two weeks' notice in advance of the commencement of the following quarter if the assignment is to change. This notification will include details of the new assignment, if applicable.
2. The Employee agrees to prove the Employer with a minimum of two weeks' notice in advance of a decision to not continue providing extra professional services.



Superintendent, HSD



HEA President