

**HANOVER SCHOOL COMMITTEE
AND
HANOVER TEACHERS ASSOCIATION**

This Memorandum outlines acknowledgments and agreements by and between the Hanover School Committee (“Committee”) and the Hanover Teachers Association (“Association”) (collectively hereinafter the “parties”) relating to plans to increase opportunities for in-person learning for students in the Hanover Public Schools (“District”) during the winter/spring of 2021. This increase follows closure of all District schools in March 2020 and the reopening of schools in a hybrid model in September 2020, all due to the COVID-19 Emergency declared by the Governor.

1. Covid-19 Testing and Tracing Program: The parties acknowledge that the District considers a number of factors in determining whether a school or a particular classroom is to operate within a fully-remote model, a fully in-person model, or a hybrid model. Particular focus is given to the risk and mitigation of in-school transmission. In order to assess this factor, the District through its Director of Health Services (“DHS”) and school nurses and in collaboration with the Hanover Board of Health has a robust program of testing for Covid-19, contact tracing, and quarantine conducted in accordance with guidelines established by the Massachusetts Department of Public Health. The DHS consults frequently with the state level epidemiologist in assessing risk based upon data gathered through this program. Teachers are afforded Covid-19 testing through this program if recommended by the school nurse or DHS, without cost to the teacher. The District will continue with this program through June 2021 or until such time that the program is discontinued by the Hanover Fire Department’s Mobile Integrated Health Unit.
2. Anticipated Timeline for Increasing In-Person Learning: The parties acknowledge that all students in grades Pre-K to 2 and high needs students at all grade levels currently have the opportunity for full in-person learning four (4) days per week, with remote programming on Wednesdays. The parties further acknowledge the following target dates for providing all students the opportunity for full in-person learning four (4) days per week:

Thursday, February 25: grades 3 and 4
Monday, March 1: grades 5, 6, 7, and 8
Monday, March 8: grades 9, 10, 11, and 12

In late March or early April, the parties will meet to address changes to terms and conditions of employment relating to potential expansion of in-person learning to include a fifth day (i.e., Wednesdays).

3. Superintendent Determinations: The parties acknowledge that the Superintendent may direct a delay of the timeline outlined in Paragraph 2 and, further, may direct pivoting between full in-person, full-remote and/or hybrid learning for one or more schools or classrooms at any time based upon public health data. He will make such determinations after consultation with the DHS, who in turn has consulted with the Hanover Board of

Health and the state epidemiologist. The parties also acknowledge that the Superintendent may from time to time make adjustments if necessary for school operations (e.g. transportation and staffing needs). The Superintendent will provide notice of any such adjustment to the Association and, absent exigent circumstances, will do so sufficiently in advance to allow for bargaining over any changes in terms and conditions of employment prior to implementation.

4. Social Distancing: Classrooms will be organized to provide six feet of distancing for teachers at their work stations/desks. Student desks (and all procedures for moving students around each school) will be arranged at “maximum distance” available but not less than three feet. Maximum distance available applies to all classrooms in the District.
5. Advance Notice of Rosters: For the purpose of allowing teachers to assist with ensuring adherence to social distancing protocols in accordance with #4, the District will provide teachers at each relevant grade level a roster of his/her students at least two weeks in advance of the target return date for that grade level. Teachers will consult with the principal regarding any challenges with spacing or other factors associated with their particular classroom or program based on this roster at least one week prior to the target return date. The administration will be responsible for remediating any issues to ensure compliance with this agreement.
6. No Zoom Access during In-Person Classes: So long as students at a particular grade level have been provided the opportunity to return to in-person learning on a four-day basis, teachers assigned to in-person learning will not be required to provide access to their classroom through Zoom or similar platforms while simultaneously teaching live in person. In the event a student is absent from the classroom due to quarantine or other for other reasons, teachers will provide work assignments and at least one opportunity each day for student/teacher contact. The nature of such contact will be established in consultation with the building principal and may vary based upon the student’s grade level and the nature of the class. Options include but are not limited to emails and communication through online platforms. Providers of services for students with special education needs will fulfill any requirements under applicable law for the continuation of such services during a student’s absence from in-person learning. While special educators may provide separate sessions for home-bound students where possible, scheduling constraints may sometimes require the use Zoom technology to integrate the home-bound student in a group/classroom held onsite.
7. Transition between the Virtual Academy and In-Person Learning: The parties acknowledge that some families may wish to transition their student(s) between the Virtual Academy and the District’s in-person model on the date increased in-person learning commences (per target dates in Paragraph 2 above). The District will provide families a date by which they must notify the District of the transfer that is sufficient to allow for the generation of rosters two weeks before the target date, as set forth in Paragraph 5. Subsequent requests for transition will take effect at a natural break such as following a school vacation or grading period. It is understood that administrative staff may grant exceptions under this paragraph based upon individual student circumstances.

8. Class Size in Virtual Academy: The parties acknowledge that the number of students participating in the Virtual Academy may vary over time. In the event the class size for a particular teacher in the Virtual Academy exceeds 25, the District will assign a paraprofessional or other person to provide support. Further, if the teacher's class exceeds 30, the teacher and Principal will work together to support student needs, which may include a splitting of the class or adding a co-teacher. If the teacher's class exceeds 35, the Principal shall split the class or add a co-teacher. In the event All support under this paragraph is subject to the availability of staff, with the understanding that the District will make all reasonable efforts to hire staff as needed, including posting positions in anticipation of need.
9. Pooled Testing: The District has been accepted into DESE's Pooled Testing program and intends to participate during DESE's trial period. The District then will determine whether to continue with the program after evaluating its effectiveness in increasing safety, and the availability of state or federal support and other resources for both financing tests and the personnel necessary to administer the program.
10. It is the express desire of the parties that all HPS employees receive the Covid-19 vaccination as soon as possible. to The District will continue to work with the DHS and the Hanover Board of Health to prioritize administration of vaccines for employees in accordance with the timelines established by the state. The District will continue the partnership and plan in place between the district and the Hanover Board of Health/Public Health Nurse and the Mobile Integrated Health Program in order to execute large-scale vaccination efforts as soon as possible. Vaccinations of many of the District's most at-risk employees are in process.
11. The Parties acknowledge and agree that this Memorandum supplements a Memorandum of Agreement signed by the parties in August 2020 relative to the reopening of school in the fall of 2020. To the extent there is a discrepancy between this Memorandum and the August 2020 Memorandum, this Memorandum shall be controlling. As set forth in the August 2020 Memorandum, the parties acknowledge the uncertainties associated with the Covid-19 Pandemic and thus continue to agree to meet to negotiate over any unforeseen need to change either Memorandum as circumstances may arise. Neither Memorandum establishes a binding precedent or past practice between the parties beyond the 2020-2021 school year.

The Parties sign this Memorandum through their authorized representations on the dates below.

For Hanover School Committee:

For Hanover Teachers Association:

Date

Date