

**Memorandum of Agreement
By and Between
The Hanover School Committee
And
The Hanover Teachers Association
October 21st, 2021 (with language adjustments November 2 and 17, 2021)**

This MEMORANDUM OF AGREEMENT is entered into by and between the Hanover School Committee (hereinafter the “Committee”) and the Hanover Teachers Association (hereinafter the “Union”) and collectively referred to as “the Parties”.

WHEREAS, the Parties have met to negotiate in good faith over the impact of the ongoing COVID-19 pandemic on terms and conditions of bargaining unit members for the start of the 2021-2022 school year; and,

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree as follows:

1. Term of Agreement/Reopener Provision

- a. The provisions of this Agreement are intended to address working conditions at the start of the 2021-2022 school year. The Parties recognize that the current health situation presented by the COVID-19 Virus is an unusual circumstance and an ever-evolving situation as health guidance and recommendations continue to develop. As such, the Superintendent and Hanover Teachers Association will continue to meet to review the situation and address such changes as may be appropriate.
- b. The provisions of this Agreement may be revisited at any time with notice to the other Party.
- c. Additionally, the provisions of this Agreement may be modified as necessary to comply with applicable state or federal law or regulatory changes, DESE regulations and/or guidance, and/or DPH/CDC guidance. In such a case, the Parties will reconvene.
- d. The Parties acknowledge that the Reopening Model is a return to a full in-person schedule, with all employees expected to work onsite. The parties further acknowledge that as of the date of this agreement, DESE has mandated that remote instruction not count under state regulations for the purpose of the 180-day minimum student year and “time on learning.” Therefore, any day of school closure must be made up. In the event DESE adjusts this mandate, or the Hanover Board of Health issues an order that requires moving to full-remote instruction on a class-wide or school-wide basis, the parties will meet to address working conditions relating to this change. Under such circumstances the Superintendent may implement full-remote instruction on an interim basis until bargaining can be completed, using principles outlined by DESE and governmental health agencies.

2. Masking

- a. The District will follow DESE protocols with respect to masking, all staff, students, and visitors shall be required to wear a face mask while inside any school district building/facility and while on school buses through at least November 1st, 2021. While this requirement is in place, face masks may only be removed when alone in a room

(for staff), outside, while eating or drinking, or during designated mask breaks. If a student has a behavioral and/or medical mask exemption, such exemption shall be reported to any/all staff that are assigned to that student.

- b. As part of their student and classroom management, teachers will require students under their supervision to comply with the protocols set forth by the District. If, after the teacher requests compliance with protocol(s), and the student declines, the student shall be referred to building administration.
- c. Mask breaks will take place outside whenever feasible. When mask breaks take place inside, three feet of social distancing will be provided whenever feasible. Students will be provided with regular and consistent mask breaks.
- d. All staff assigned to lunch duty will be provided by the District with a high-filtration mask (such as a KN95) upon request.
- e. In each classroom/learning space, staff shall be provided with disposable masks and disposable medical gloves for distribution to students to minimize disruption with time on learning. The District shall survey staff in each building for those requesting disposable masks and/or disposable gloves.

3. Parent-Teacher Conferences

- a. For all HPS parent-teacher conferences, parents shall have the option of meeting with the teacher remotely during the scheduled time. Teachers are expected to conduct conferences from their classrooms. Parents who attend in person will be required to wear masks indoors.
- b. Dates and times on which parent-teacher conferences are currently scheduled shall be evenly split into in-person and remote conferences so that teachers do not have to conduct both remote and in-person conferences on any scheduled afternoon/evening. The District will develop a pilot process during this school year to establish a balance between in-person and remote process for conferences whereas all conferences scheduled to be held in the afternoons shall be conducted via Zoom and all evening conferences shall be conducted in-person.

4. Contact Tracing & Protocols

- a. The Employer shall implement contact tracing as recommended by the CDC and Hanover Board of Health. Such contact tracing may be conducted by school nursing staff in consultation with the local department of health.
- b. Nursing staff shall be compensated at \$48.58/hour for work done outside their regular contractual workday.
- c. Nurses shall not be required to perform more than ten (10) hours of contact tracing per week above their normal contractual work hours.
- d. Classroom teachers shall maintain an accurate seating chart for all classes to better enable contact tracing but shall not be expected to maintain any other records for the purposes thereof.

5. Ventilation:

- a. The parties acknowledge that the District contracted with an independent firm (i.e., RISE Engineering) during the 2021- 2022 school year to inspect and to provide recommendations with respect to the functioning of all HVAC systems in the District in light of ongoing concerns related to Covid-19.
- b. The District will have an independent professional (i.e. RISE Engineering or other independent hygienist), hired by the District and selected by mutual agreement between the Association and the District to conduct air flow testing and to make recommendations on maintaining healthy classroom air exchanges in classrooms and other occupied spaces. Both the District and the Association will enjoy equal access to the contractor selected, and all findings or reports made by the professional contractor selected. All recommended items which could aid in the protection of employees from COVID-19 identified during the inspection process in the buildings will be addressed as recommended.
- c. The District will engage in a testing process of upgraded filters (MERV 13) at each school to determine if the capacity of the current HVAC systems can handle the increased airflow required to achieve the intended results. The testing process shall involve multiple classrooms in each school building. The Association shall enjoy equal access to all testing results/reports issued to the District by the Hanover DPW.
- d. The District shall make all reasonable efforts to reach an air exchange ratio of 5 ACH.
- e. The District shall maintain regular and routine maintenance schedules of all HVAC systems

6. Cleaning Products

- a. Staff will be provided with cleaning materials including hand sanitizer, hand soap for classroom sinks, paper towels, and disinfectant wipes. The District will keep sufficient resources in reserve to ensure products are always available for restock in classrooms.
- b. If there is a case of COVID-19, custodians will conduct extensive cleaning in all contaminated spaces before they are occupied again.

7. Vaccination/Quarantine

- a. The Committee and HTA encourage all employees to obtain and maintain full vaccination status with respect to COVID-19 in accordance with protocols that may be in effect over the course of the 2021-2022 school year, subject to exemptions based upon medical conditions or sincerely held religious beliefs. Employees who elect not to maintain full vaccination status may be required to undergo COVID-19 testing to be provided by the Employer with a frequency determined by the Superintendent in consultation with the Department of Public Health. As obligations to participate in testing and/or quarantine may depend on an individual's vaccination status, the Employer may require an employee to provide proof of such status if requested by the Superintendent.
- b. To establish that employees have received a vaccine, they will need to submit a copy of the vaccination verification card or equivalent document. If the vaccination receipt provides any other information pertaining to the employee's health condition, the employee may redact that information on a copy of the receipt, as long as the proper identity of the employee is discernable. The Parties will mutually determine the

- process by which bargaining unit members will communicate their vaccination status to the District.
- c. Vaccination status and exemptions will be kept confidential to the Superintendent, Director of Human Resources, and school nurses. Information will be stored in an employee's medical file and not subject to FOIA. Nothing herein shall prohibit the District from publicly releasing an aggregate percentage of those employees vaccinated either by school or District-wide.
 - d. For purposes of this Section, a quarantine is an order or requirement by a Board of Health or other Government entity to an educator who has been/may have been exposed to COVID-19 to remain isolated from others so that the employee does not spread the Coronavirus to others. It does not include a recommendation or order by a health care provider to isolate or separate an employee so that the employee does not become exposed to Coronavirus.
 - e. Hanover will employ a "test and stay" model for all students and staff who are exposed to a COVID-19 positive individual to the extent deemed appropriate under response protocols approved by the Hanover Public Schools and Board of Health ("Response Protocols").-Close contacts will be tested daily with BinaxNOW Rapid Antigen Tests. All other exposures will follow quarantine-at-home guidelines from the Board of Health.
 - f. TIME OFF RELATING TO COVID-19.
 - (1) Employees who are close contacts of individuals who test positive for COVID or who themselves experience symptoms of, or test positive for, COVID-19 are expected to follow the options available under the Response Protocols that minimize the employee's time out of work (e.g., obtain and maintain full COVID vaccination status subject to an approved exemption, participate in "Test and Stay," seek testing, or consult with a physician, each as applicable to the circumstances). So long as the employee has followed the applicable provisions of the Response Protocols that minimize time out of work, the employee will be provided with up to ten days of paid time off during the 2021-2021 school that will not be deducted from accrued sick time or personal time.
 - (2). Eligibility for the 5 days of family illness provided by Article XVI of the Contract shall be expanded to include caring for a child as needed (i) due to COVID-related daycare closure or (ii) due to unavoidable quarantine of the child as set forth under the Response Protocols (e.g., if Test and Stay is available and sufficient under the Protocols, the quarantine is avoidable).
 - (3) Employees with absences due to COVID-19 other than as set forth in Paragraphs d(1) and d(2) above (e.g., failed to take advantage of vaccination options, test and stay, etc.) may access paid time under the CBA to the extent applicable or will be provided with unpaid leave.
 - g. There will be no simultaneous teaching of quarantining or absent students at home and in the classroom. The District will make every effort to minimize the need for students to quarantine as permitted by the Response Protocols. When students enter quarantine, teachers will work with students and families on academic assignments and how they plan to connect (for example, Google Classroom, email, phone, etc.). Guidance Counselors will also be available to assist with communication and delivery of assignments if needed.
 - h. If, in the event an entire class needs to quarantine, middle and high school educators shall provide remote, synchronous instruction to the extent of in-person class time missed. For elementary educators, they shall provide no less than three (3) remote,

synchronous “check-ins” with students throughout the school day for no more than forty-five (45) minutes cumulatively, as well as provide asynchronous work to students to be completed in accordance with current DESE guidance. All educators shall be given one (1) school day to prepare for remote, synchronous instruction upon their entire class entering quarantine.

8. Testing

- a. The Parties agree that the Hanover School Committee will make COVID-19 testing available for all staff and students until such time Hanover Health Department advises that routine COVID-19 surveillance testing is no longer necessary.
 - b. All staff will be eligible to be tested once every week. Being tested is strictly voluntary for vaccinated staff. Participating in the testing shall not be used as a condition of, or to require attendance in, school for vaccinated individuals.
 - c. Non-medical members of the Hanover Teachers Association shall not be responsible for the administration of student and staff surveillance testing.
9. Hanover Public School staff should email their building principal and their HTA representative to report concerns regarding health and safety within the building. No educator or student shall suffer any adverse effect for reporting any health and safety concern(s).

This Agreement shall not be modified except for in writing and by mutual agreement and consent of both Parties, but the terms shall not continue beyond the close of the 2021-2022 school year. The parties agree that the purpose of this MOA is to address the impact of the COVID-19 pandemic, and the terms of the MOA will not be used to establish precedent or expectations beyond the term of agreement, specifically the close of the 2021-2022 school year.

This Memorandum is subject to ratification by the Committee and the Union.

Signed by the duly authorized bargaining representatives on the dates set forth below:

For the Hanover School Committee

For the Hanover Teachers Association



Date: 11.23.21

Date: 11/19/2021