

**MEMORANDUM OF AGREEMENT BETWEEN
THE HANOVER AND DRESDEN SCHOOL BOARDS OF NH SCHOOL
ADMINISTRATIVE UNIT # 70
AND THE
HANOVER EDUCATION AND THE HANOVER SUPPORT STAFF
ASSOCIATIONS/NHNEA**

This **Memorandum of Agreement** is entered into by the Hanover and Dresden School Boards in NH School Administrative Unit #70 ("Boards") and the Teacher and Support Staff Associations ("Associations") affiliated with NH-NEA within the SAU #70. Hereinafter, the term "Employee" will refer to any employee included in any one of the current collective bargaining agreements between the "Boards" and the "Associations" noted above.

WHEREAS, employees will use district allocated technology and devices to provide instruction and support from their assigned location;

WHEREAS, the District may direct employees to use their home networks and resources to complete District directed work;

WHEREAS, the COVID shutdown period is an unprecedented emergency situation, in which the Boards, Teachers and Support Staff have worked collaboratively to identify and implement temporary safety measures and protocols during the 2020-2021 school year that modify "typical" working conditions, in order to ensure the safety of employees, students and the community.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree that any plans to work remotely during the 2020-2021 school year when COVID-19 concerns still exist include the following protocol outlined herein:

"Remote Learning" Defined

1. "Remote learning" is defined as educational support in which the student and employee are in separate locations, including online instruction, assignments, take home packets, phone calls, emails, text reminder applications, and other means of communication. Employees will not be required to provide in-person instruction unless required by student educational needs and supported by applicable District policy.

Preparation Time to Implement Remote Learning

2. This Section is governed by Article 11 (Technology and Remote Work) of the 2020-2021 Health and Safety and Reopening MOA.

Equipment, Training, and Technical Support for Employees

3. The District's expectation during any period of Remote Learning is that staff

members will continue to work in school buildings, even when the majority of students are directed to engage in remote learning, unless the buildings are deemed “closed” to all staff at the direction of the Superintendent or the state, at which time staff will work from a remote location. The District shall provide all necessary equipment to staff members to deliver or support remote learning when working in school buildings. If Employees are directed to work from a remote location the District shall make every effort to provide Employees with necessary connectivity and equipment if an Employee’s personal equipment and connectivity is inadequate.

4. Staff members who are permitted to work from home and who have to use their privately owned device(s) on home networks to provide instruction, communicate with students, parents, and/or colleagues will not be disciplined and will be held harmless for communicating appropriately with those parties through those devices and in accordance with the New Hampshire’s Educator Code of Conduct.
5. Staff will not be disciplined for inadvertently storing student information on privately owned devices. Staff shall not be disciplined and will be held harmless for transmitting student information over non-secure internet connections from their homes.
6. The District acknowledges that staff members’ personal devices are their private property. However, staff members acknowledge that any information housed on their personal devices and/or other platforms that are not school property that pertains to District business are District property and that the employees have no expectation of privacy in such information.
7. If an employee is required or chooses to provide printed materials to students, the District shall coordinate printing and distributing such materials to students.
8. Employees who are either directed to use their own vehicle for distributing remote learning materials or who are pre-approved, will be reimbursed based on existing District policies/current IRS reimbursement rates.
9. Employees shall not be disciplined or held responsible if technologies are disrupted or otherwise are insufficient to facilitate remote learning due to circumstances beyond their control. In such cases, Employees shall notify their building administrator immediately.
10. Employees acknowledge that they are required to maintain student confidentiality by law and by District policy, and that all laws and policies remain in effect throughout any period of closure. Employees will be provided with guidelines on how to properly keep student information safe.
11. Any confidential employee information (unrelated to District work and/or responsibilities) that is housed on the personal device or network is the private property of the employee. It is the employee’s responsibility to select the proper

settings when connecting their personal devices to District technology. If confidential employee information is shared or accessed through the school network, it should be deleted by the District as soon as practicable, provided the content is not disciplinary or criminal in nature.

12. The District shall provide employees with general technical support for their remote learning needs related to District-owned technology and/or student information, including but not limited to access to technical services personnel, helplines, virtual instruction on remote learning platforms, and instructional materials.
13. Employees shall receive training on the use and support of technology and the instructional expectations via remote learning.
14. Hourly employees who participate in District-directed training related to remote learning outside regular work hours, shall be paid their hourly rate. Information regarding training opportunities shall be communicated to all members via email.
15. All School District policies regarding the use of technology on home devices shall conform to this MOA if current policy contradicts this agreement.

Communication, Collaboration, Privacy, and Security

16. Employees shall regularly monitor their District email throughout the workday, during regular work hours, during the regular work week.
17. On a weekly basis, employees shall inform parents and students of their projected availability to provide extra support or respond to parental and student communication. It is understood that employees may have to modify their scheduled availability outside of the regular school day due to their own circumstances and they will not be subject to discipline for any changes. The District's expectation is that employees will remain available during the regular school day unless the employee has requested and been granted leave.
18. Employees shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students. If employees must communicate with parents or students, they should do so via an approved virtual teleconference platform such as Zoom or Google Meets.
19. Virtual staff meetings, if needed, shall be held in accordance with the collective bargaining agreements or typical practice. The District will provide sufficient notice to employees.
20. In the event of any remote learning, the District will issue students and families a document outlining rights and responsibilities while engaging in remote learning.
21. The District will not require employees to record live video or audio lessons.

Employees will not be recorded by the District without their knowledge and authorization.

22. It is understood that there may be times where employees will be providing remote learning from their home environment. In some cases, an employee's household member may inadvertently interrupt the lesson or distract students (for instance, background conversations). Employees shall not be disciplined for actions of employees' household members that may be witnessed or heard by students, so long as such interruptions or distractions are not egregious or pervasive.

Curriculum Content and Scheduling

23. The District will provide employees with approved learning platforms to provide remote learning. The District will assist employees in selecting alternative education technology platforms and products if the employees need or desire to use them so that the District can verify that they meet applicable security and privacy standards.
24. The Parties acknowledge that at this time, school-based task forces have been delegated the responsibility for setting student schedules for remote learning, specifically as it relates to the amount of time recommended that students be engaged in remote learning during the day, subject to Board policy and state regulations. Employee schedules are not limited to student schedules.
25. Employees shall be evaluated pursuant to District policy. The Joint Evaluation Committee is tasked with adapting certain procedures to remote instruction and/or COVID protocols.

Compensation

26. During any period of closure or remote instruction, salaried employees will continue to receive all regular wages and benefits subject to the terms and conditions articulated in the appropriate collective bargaining agreement. Subject to exceptions for voluntary reductions in hours, and individualized leaves and/or accommodations (as governed by state and federal law), hourly employees will receive pay based on hours worked, and benefits based on their original individual contract for the duration of the contracted year. Any reductions in positions or hours shall follow the protocols as outlined in the HSS CBA Article 6.
27. Employees covered by the Fair Labor Standards Act will be paid for all overtime hours.

Authority


28. The parties agree that this Memorandum of Agreement shall set no precedent or past practice and shall not be used in any proceedings except to enforce its terms.

29. The parties agree that this agreement does not replace the current collective bargaining agreements which are still in full force and effect except as explicitly modified by this MOA.
30. To the extent this Memorandum includes subjects other than mandatory subject of bargaining, the Parties reserve the right to assert or refuse to negotiate such subjects in any future negotiations and any obligations created herein shall expire with this agreement.

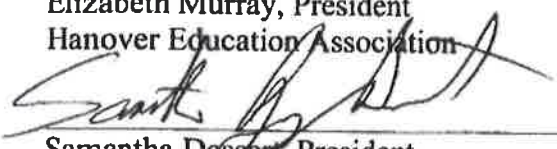
Duration

31. The parties agree that this agreement is temporary and will only be in effect for the 2020 2021 school year. The parties agree to continue to work together, in good faith, to discuss and, if necessary, modify this MOA as conditions necessitate.

WHEREFORE, the "Boards" and the "Associations" have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 6th day of November, 2020.



Elizabeth Murray, President
Hanover Education Association



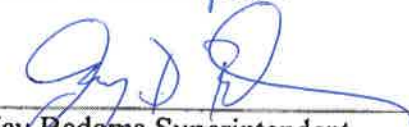
Samantha Dessert, President
Hanover Support Staff Association



Kelly McConnell, Chair
Dresden School Board



Richard Johnson, Chair
Hanover School Board



Jay Badams Superintendent
Hanover School District