

**A MEMORANDUM OF AGREEMENT BETWEEN
THE SCHOOL BOARDS OF HANOVER, NH SCHOOL ADMINISTRATIVE UNIT #70
AND THE
HANOVER EDUCATION ASSOCIATION AND HANOVER SUPPORT STAFF
ASSOCIATION/NH-NEA**

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

WHEREAS, the COVID-19 shutdown period has been an unprecedented emergency situation that has extended into the 2020-2021 school year; and

WHEREAS, the Board, Teachers, and ESPs have had to reach mutual agreement about temporary modifications to Employee working conditions and schedules prior to the start of the 2020-2021 school year, to ensure a viable re-entry plan is in place to support the students and communities they serve; and

WHEREAS, the Board may have to adjust the 2020-2021 student year to address the ever-changing conditions with the COVID-19 shut-down; and

WHEREAS, the changes necessary to successfully implement a "re-entry" plan during COVID-19 "may" result in Employees working remotely from home; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. WAGES AND WORK SCHEDULE:

The District will comply with all contractual obligations for all employees regarding wages and work schedules for the 2020-2021 school year, regardless of whether the District is delivering education to students in-person, in a hybrid model, or remotely. For the purposes of this Agreement, the term "school closure" shall mean any time when there are no students or Employees in the buildings and no remote work takes place. "Remote work" shall mean when Employees and students are instructing and learning from two separate locations.

According to the Re-entry Plan dated August 12, 2020 SAU# 70 is planning to move forward with 100% re-entry into the traditional school buildings and will have Employees engage in learning with students within the classroom. All employees who have not been granted leave or approval to work from home are required to report to work on the date directed by the administration.

During the 2020-2021 school year the teacher instructional day (including teaching, planning, and duties) will be no longer than seven and a half (7.5) contiguous hours.

2. BALANCING WORK SCHEDULES:

The District understands that there may be Employees that are reluctant to return to work, in whole or in part, for the following reasons:

- A. Employees have exhausted FMLA and have children that need supervision during periods of remote learning that is occurring in their district of residence and there is no one else available to provide such supervision; or
- B. Employees have underlying risk factors (such as age) that do not rise to the level of requiring any legal accommodations; or
- C. Employees that have an immediate family member either living in the same household or under their direct care who has an underlying health condition that puts them at high risk of death or serious illness from COVID-19.
- D. Employees who are experiencing serious, adverse mental health consequences as a result of being required to return to work during a pandemic.

To the extent practicable, the District will work collaboratively in effort to modify teaching schedules, working conditions or modes of instruction in a manner that meets the needs of both the Employees and the affected students.

3. WORKING CONDITIONS REASONABLE ACCOMMODATIONS:

Employees who are entitled to reasonable accommodations under the Americans with Disabilities Act (“ADA”) shall receive such accommodations as required by law.

4. SAFETY:

The District shall follow the standards and protocols for cleaning, sanitization, social distancing, mask wearing, limits on visitors, hand washing, screening of employees and students, reentry of employees and students after a positive COVID-19 test, and the process for handling symptomatic employees and/or students during the school day (“Safety Protocols”), that are contained in the Reopening Plan, based upon the prevailing medical guidance from the CDC, NH DHHS, and the NH School Nurses’ Association, (collectively referred to hereafter as “CDC”). These Safety Protocols shall include, at a minimum, the requirements that all students and Employees must wear face coverings while in school buildings and maintain appropriate physical distancing while on school grounds as recommended by the CDC. Further, the District shall provide each Employee with PPE of a type and amount that is appropriate based upon their specific job responsibilities and working conditions. By way of example, employees who work closely with students who are unable to wear masks or who require close physical contact, may also be provided with plexiglass, face shields, gloves, gowns, or other PPE as deemed necessary and appropriate by the District. The District will make a good faith effort to accommodate Employees who request additional PPE due to their individual circumstance. The District will provide an adequate supply of disposable wipes and/or disinfectant spray to each employee so that commonly used surfaces can be wiped down before use while in school buildings. Employees may utilize their own PPE so long as it is sanitary and suitable for use in the workplace. To the extent practicable and consistent with job responsibilities, Employees will be given the option of creating a six (6) foot exclusion zone surrounding their desk(s) or workstation(s).

Before students and Employees are required to return to work in District facilities, the District shall make all reasonable efforts to ensure that students and Employees experience safe air quality by completing the procedures in the ASHRAE guidance titled, "Determining Building Readiness and Operations for Existing Facilities to Reoccupy After Shut-Down due to Pandemic."

In the event that the protocols contained in the plan change in accordance with federal, state, or local guidance, the District shall post updated protocols and inform the Employees of the changes. Any changes to the protocols contained in the plan may necessitate bargaining and notification to the Associations.

5. LEAVE:

In the event that the District closes, closure days shall not be deducted from the Employee's accumulated leave. In the event that Employees are directed or approved to work remotely, the District shall not deduct any days from the Employee's accumulated leave unless the Employee is unable to perform remote work duties due to illness or other qualifying reasons for leave, except as described below. Employees who are unable to perform remote work duties due to illness must report that illness via absence management software. Employees on previously approved leave under the Family and Medical Leave Act, who are medically able to return to work and able to work from home during any period of remote instruction and support, may choose to end their leave and return to duty and not have any additional days counted against their leave time once they have returned. If an Employee is on FMLA leave related to the Employee's own serious health condition, the District may require medical clearance before allowing the Employee to end leave and engage in remote instruction and support.

Employees that are directed by a State health official or a health care clinician to quarantine shall notify the District as soon as possible. Upon notification and receipt of supporting documentation from a State health official or health care clinician or upon a determination by administration that the Employee must quarantine, the Employee shall be placed on paid administrative leave until such time as he/she has:

- a. Tested negative for COVID-19, or
- b. Been symptom free for a period of time determined by prevailing medical recommendations; or
- c. Been exempted by the District from quarantine in accordance with the Exception to Quarantine Requirements as articulated by the state in which the Employee works.

Employees will not be eligible for paid administrative leave if they must quarantine due to travel, unless such travel is necessary due to emergency circumstances outside of the Employee's control and unless the Employee can perform work remotely. Employees are expected to exercise personal responsibility with regard to activities out of work that may require them to quarantine.

Employees on paid administrative leave may be expected to provide remote instruction or support or perform such other reasonable duties as assigned by administration. The District

reserves the right to require a medical examination or a COVID-19 test, at District cost, while the Employee is on administrative leave.

In the event of a subsequent positive test for COVID-19 or determination of presumptive illness by a health care clinician, the Employee's status will change to sick leave. If an Employee uses any of their sick leave due to the Employee's own positive COVID-19 test, the District will provide an additional ten (10) sick days for the Employee's use for the remainder of the school year after all other sick leave has been exhausted.

When an Employee receives a positive COVID-19 test, to the extent the Employee's illness is mild or asymptomatic, the District may direct the Employee to provide remote instruction or support and the District will not deduct any leave days when the Employee is working. The Employee's reentry to the workplace shall be governed by the protocols contained in the Reopening Plan, and the procedures and/or standards established by the CDC and DHHS.

Where qualified, Employees shall use any related leave per FMLA, FFCRA, or as provided by the CBAs.

7. TRAINING:

The District will provide all Employees with appropriate training on the usage and care of all PPE, hygiene practices, safety precautions, and emergency protocols prior to the start of the students' school year.

8. NURSES:

The District shall provide nurses with any additional PPE as recommended by NH DHHS and the NH School Nurses' Association for screening potentially sick individuals. Nursing spaces/offices shall be compliant with state and federal guidelines. If possible, the nurses' workspace will be located away from high traffic areas and near an exit. Isolation areas shall be provided in accordance with the Reopening Plan. Once a student develops symptoms during the school day, the school nurse shall be responsible for making the determination if the student should be isolated and/or sent home. Employees that are experiencing symptoms different from the Employee's baseline after arriving at school shall stay away from others and immediately notify the building principal and the school nurse. The building principal in consultation with the school nurse shall decide if self-quarantine or self-isolation is required of other Employees or students. Nothing herein shall prevent the Employee from using sick or personal leave to pursue treatment and/or testing.

9. NOTIFICATION:

To the greatest extent possible, Employees shall be notified of any emergency situations or any changes to the typical school schedule that arise as a result of COVID-19 prior to notification of students, parents, and the community. When appropriate, Employees shall be notified by email and the District's phone alert system.

10. POLICIES:

Employees will be expected to adhere to all District and state Code of Conduct policies. Violations of District and state Code of Conduct policies will be addressed in the same manner as such violation(s) would be addressed in a “normal” school year, regardless of whether an Employee is working in the traditional school workplace or teaching from a remote location during the 2020-2021 school year.

11. TECHNOLOGY AND REMOTE WORK:

Employees shall not be required to use personal devices for contact with students or parents, regardless of whether Employees are working in the traditional school building or working remotely. In the event that the District switches to remote learning, District devices will be provided to Employees that need them. The Employee may submit a request to the District for a device. The District will provide a device in the event that it determines that the Employee needs the device to perform his/her job functions remotely.

Clear expectations for Employees in regard to remote work shall be established by the District. The District shall seek feedback from the Associations before issuing said expectations.

It is agreed that the unpredictability of COVID-19 may contribute to periods throughout the 2020-2021 school year where students and Employees have to transition between “full return” and “remote learning” quickly. Whenever such a transition is discussed, the District will notify the presidents of the Associations and provide them with an opportunity to give feedback to the administration.

Under no circumstances will the District record Employee lessons without Employee consent.

Although it is agreed that Employees need to be prepared to present their curriculum remotely should the COVID-19 pandemic require it, at no time will an Employee be required to interact with students online while at the same time teaching students in the classroom. Employees may have split schedules by which they interact with students in the classroom during part of the day and interact with students remotely during another part of the day. If working “in school”, Employees will be presenting curriculum directly to students. If working “remotely”, Employees will be presenting curriculum to students through technological means. No Employee will be required to perform both methods at the same time. Employees will work from their assigned work location unless the employee has express permission from the District to work from home. The District and the appropriate Association may come to mutual agreement regarding exceptions to this provision.

It is recognized that the distribution of Employees between “in school” and “remote” creates a larger burden to bear for assignment of duties within the school building. Therefore, the district will ensure that all “duties” in the traditional school building will be distributed equitably to ease the burden and that administration will assist in shouldering “duty” expectations.

12. NO PAST PRACTICE OR PRECEDENT:

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.

13. SUBJECTS OF BARGAINING:

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.

14. REOPENING PLAN AMENDMENTS OR ADJUSTMENTS:

Any adjustments or amendments to the Reopening Plan made during or prior to the start of the school year shall be preceded by notice to the Association and impact bargaining to the extent required by law. Any changes in the Reopening Plan that involve terms and conditions of employment must also be bargained prior to implementation. All such adjustments or amendments to the Reopening Plan may be discussed by the Task Force Committee prior to implementation. The Associations shall each appoint a member to the Task Force Committee to ensure active participation in the critical decisions affecting Employees. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the District from making changes or adjustments to Safety Protocols that are in accordance with prevailing medical guidance. The District will provide the Associations with reasonable notice of the changes.

15. DURATION:

The parties agree that this agreement is temporary and will only be in effect for the 2020-2021 school year. The parties also agree that this agreement does not replace the current collective bargaining agreements which are still in full force and effect provided they do not conflict with this MOA.

16. GOOD FAITH:

This Agreement is done in good faith but may not address every situation. The parties agree to continue to work together, in good faith, to discuss and, if necessary, modify this agreement as conditions necessitate.

WHEREFORE, the “Boards” and the “Associations” have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 4th day of September, 2020

Elizabeth Murray
Elizabeth Murray (Sep 4, 2020 12:05:01)
Elizabeth Murray, President
Hanover Education Association

Sep 4, 2020

Date

S. Gwyn Dessert
S. Gwyn Dessert (Sep 4, 2020 1:06:11)
Samantha Dessert, Co-President
Hanover Support Staff Association

Sep 4, 2020

Date


Angelina Slack, Co-President
Hanover Support Staff Association

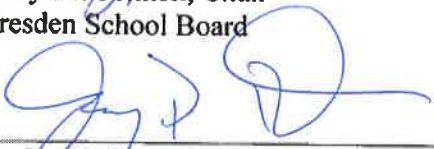
9-11-2020
Date


Richard Johnson, Chair
Hanover School Board

9/14/2020
Date


Kelly McConnell, Chair
Dresden School Board

9/15/2020
Date


Dr. Jay Badams, Superintendent
SAU 70

9/14/20
Date

