

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SCHOOL BOARD(S) OF NH SCHOOL ADMINISTRATIVE UNIT #28**  
**AND THE**  
**THE PELHAM EDUCATION ASSOCIATION**

This **Memorandum of Agreement** is entered into by the School Board in NH School Administrative Unit # 28 (Board) and the Pelham Education Association ("Association") affiliated with NH-NEA within the SAU #28. Hereinafter, the term "Employee" will refer to any employee included in any one of the current collective bargaining agreements between the "Board" and the "Association" noted above.

**WHEREAS**, the "Board" and the "Association" wish to preserve the health of students, faculty and community members; and

**WHEREAS** the transmission and adverse health effects of the novel coronavirus known as "COVID-19" are still being studied and information about the transmission and adverse health effects of COVID-19 will evolve rapidly, necessitating the flexibility and rapid response to new information by the parties; and

**WHEREAS**, the COVID shutdown period has been an unprecedented emergency situation, in which the Boards, Teachers and Support Staff have had to work collaboratively to identify and implement temporary safety measures and protocol during the 2020-2021 school year that will modify "normal" 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 re-enter school during the 2020-2021 school year when COVID-19 concerns still exist include the following protocol and safety plans outlined herein:

1. **Accommodations:** Employees who believe that they have disabilities which put them at high risk for severe illness from COVID-19 and which require accommodations from in-person instruction, should contact the Human Resources Department as soon as possible. The process for considering accommodations under the Americans with Disabilities Act then will be followed. Employees who believe that they are entitled to leave under the law (e.g., Families First Coronavirus Response Act, Family and Medical Leave Act, etc.) or under the parties' collective bargaining agreement also should inform the Human Resources Department as soon as possible. Each employee's eligibility for leave will be analyzed based on the facts of his/her case. The District recognizes that some staff members may be unable to perform their assigned duties as a result of circumstances related to COVID-19. The district has a responsibility to those staff members. As a result, all employees will receive a notice about the process the district will follow to determine if an employee qualifies for a leave or other accommodations. Appropriate staff will be assigned to work remotely by administration based on need,

certification and experience. It would be a positive outcome for students, staff and the district for students who request remote instruction to match up to staff who are unable to return to work in school but could work remotely. While we recognize that this may not be possible in all circumstances, we will consider that when planning.

2. **Positive Cases of COVID-19:** If/when any employee or student in one of the District's schools has tested positive for COVID-19, the Superintendent or designee will assess the situation and will coordinate with local health officials as soon as possible. The Superintendent or designee also will communicate with the appropriate staff, parents/guardians, and students as soon as possible concerning whether, in what scope (e.g., classroom, cohort, building, etc.), and for how long staff and students will be reassigned to remote instruction.
3. **Sick Leave due to Exposure to COVID-19:** Any employee diagnosed with COVID-19 or expected to "self-quarantine" due to a finding that the employee has been exposed to COVID-19 and/or needs to provide care for an immediate family member diagnosed or exposed, shall notify the Superintendent or designee immediately. Upon request, the employee shall provide Human Resources with documentation of the medical recommendation and any other supporting information required by law, the parties' collective bargaining agreement or the Board's policies. During this time, the employee may receive paid leave in accordance with any laws (e.g., Families First Coronavirus Response Act) or collective bargaining agreement provisions for which the employee is eligible.

For 2020-21, teachers in their first year in the district are eligible to access the sick bank.

In the case where an employee has exhausted his/her sick leave for the year and subsequently needs to "self-quarantine" due to a finding that the employee has been exposed to COVID-19 while at work, the District will provide those additional sick days for the time of "self quarantine" until there is a diagnosis or the self-quarantine ends without charging the sick bank or the employee.

4. **Supplies:** All classrooms and/or learning spaces (including but not limited to mobile teaching carts) will be provided with hand sanitizers, tissues, and sanitizing wipes. There will be no "shared" supplies among students or staff during this COVID-19 period without appropriate cleaning procedures between uses. Each teacher will be provided with their own teaching materials such as markers, texts, manipulatives, etc. and that each student will maintain their own supplies such as pencils, markers, scissors, etc.
5. **Clean Workspaces:** The District shall provide employees with work locations that are cleaned and sanitized daily. The District will create a cleaning protocol that reflects CDC best practices. The protocol should clearly communicate what is being cleaned, by whom, how often, and what products are to be used. The cleaning protocol will be shared with all staff on Aug. 24th.
6. **Safe Working Environment:** The District will enforce rules for social distancing and usage of Personal Protective Equipment (PPE) for all staff and students within school buildings,

on school grounds, and on school buses as described in the Pelham School District Reopening Safely Plan, approved by the Pelham School Board on July 29, 2020 .

7. Face Coverings: The District will have a detailed plan in place to ensure students' adherence to face coverings usage with the steps of who is to address such issues and consequences for continued infractions clearly outlined. The District will provide this plan to all employees on August 24th.
8. Safety Equipment Training: The District will provide all employees with appropriate training on the usage and care of all PPE prior to the start of the students' school year.
9. Possible School Closure: If the district (or a single school or classroom or other instructional unit) switches to remote instruction, the district will strive to have any teacher currently on leave who can work remotely, provided the opportunity to return to work immediately with full pay and benefits.
10. Retirement Severance: Any teacher who is eligible for retirement under the Retirement Severance (Article XX) who chooses to retire for the 2020-2021 school year shall be able to do so with notice given by August 28, 2020 with no loss of severance benefits. Teachers for whom Article XX section D applies will also have the option to remain on school's health insurance for the 2020-2021 school year. Under this option the severance payment will be used to pay the district share of the plan and any unused portion would be returned to the employee.

Any teacher who is eligible to retire under the severance of Article VI.I shall be able to do so for the 2020-2021 school year.

11. Posting Requirement: Relative to Article V(p), the parties recognize that the specific circumstances of the COVID-19 pandemic and our reopening plan call for the filling of all vacancies within a shorter period than is typically required in the contract and therefore waive the posting requirement.
12. Perfect Attendance: Perfect attendance is suspended for 2020-21. The funds will be allocated to PCM and the Responsibility Pool.
13. Air Quality: The district will increase the run time on air circulation by 25% and the air turnover by 25% in all schools. Portable air purifiers with HEPA filters, which capture nearly all airborne particles, should be available to staff.
14. Heat: The Parties agree that hot weather will have a more significant impact on the schools given the universal precautions being taken. This includes mask wearing and the elimination of fans. As a result, the Superintendent agrees to consider "Heat Days" similar to "Snow Days." The decision making process will include predicted outside temperature, inside air temperature and humidity as well as other conditions.

15. Meetings: Generally, employees will be allowed to attend meetings (PLC, Staff, IEP, Etc.) remotely from individual classrooms/rooms. All meeting attendees will follow professional norms for remote meetings.
16. Combining Classrooms: All reasonable attempts will be made to ensure that classrooms are not combined, whenever possible. There will be a plan in place to address the circumstances in which combining classrooms may occur, ie teacher absences or classroom evacuations. The plan will be shared with all staff members prior to the start of the contracted school year.
17. COVID Room Occupancy: Rooms will have COVID Room Occupancy Guidelines posted on the door based on the size of the room and physical distancing guidelines. This includes meeting and break rooms.
18. Authority: 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. 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.
19. Amendment: The parties agree that this agreement may be modified by mutual agreement of the parties.
20. Duration: The parties agree that this agreement is temporary and will only be in effect for the 2020-2021 school year.

The preceding memorandum of agreement is subject to ratification by the full memberships of the Pelham School Board and the Pelham Education Association. By their initials here, the Superintendent and Association President, representing the Association negotiating team, agree to submit the Memorandum of Agreement to their respective full memberships and to recommend that the full memberships ratify the memorandum of agreement.

E.M.

Superintendent

J.B.

PEA President

08 / 18 / 2020

Date

08 / 18 / 2020

Date

**WHEREFORE**, the “Board” and the “Association” have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this \_\_\_\_\_ day of , 2020.

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School Board President

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PEA President