

**MEMORANDUM OF AGREEMENT BETWEEN THE
SCHOOL BOARD OF NH SCHOOL ADMINISTRATIVE
UNIT # 14 AND THE EPPING EDUCATION ASSOCIATION
AND EPPING PARAPROFESSIONAL ASSOCIATION**

Health and Safety

This **Memorandum of Agreement** is entered into by the Epping School Board (“Board”), the Epping Education Association and the Epping Paraprofessional Association (“Associations”).

WHEREAS, the “Board” and the “Associations” wish to preserve the health of students, faculty and community members; and

WHEREAS, the COVID-19 disruption period has been an unprecedented situation, the Board, Teachers and Support Staff have had to reach mutual agreement about temporary modifications to employee working conditions and temporary safety measures for the 2021-2022 school year, to ensure a viable safe operating of schools for 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 enter school during the 2021-2022 school year when COVID-19 concerns still exist include the following protocol and safety plans outlined herein:

1. Employees who believe they have a disability which puts them at high risk for illness from COVID-19 may request Americans with Disabilities Act (ADA) medical accommodation which may include accommodations which will enable them to work remotely from home as long as COVID-19 concerns are still an issue. Teachers requesting ADA medical accommodations should contact Human Resources as soon as possible to request consideration for accommodations under the ADA. The process for accommodations under the Americans with Disabilities Act will then be followed. These employees shall receive full contractual pay, benefits, and protections while working from home and shall not be discriminated against or disciplined in any way for working remotely from home.

Each employee’s eligibility and approval for leave will be analyzed based on the ADA and/or related Act(s) criteria and the specific facts of his/her case.

2. Employees who believe they are entitled to “other” leave(s) under the law (e.g., Family and Medical Leave Act, etc.) or under the parties collective bargaining agreement shall also inform the Human Resources Department as soon as possible. If entitled, these employees may request to work remotely from home.

Each employee’s eligibility, approval and benefits for leave will be analyzed based on the ADA and/or related Act(s) criteria and the specific facts of their case.

3. If an employee elects to go on unpaid leave, they will have the option of choosing COBRA to continue health insurance coverage. If agreed upon in writing, it will be possible for the employee to return to work if the District goes fully remote, at which time health insurance will be reinstated.
4. If either a Student or Staff member is exhibiting COVID-19 symptoms at school, then that individual will go to the nurse's office for further guidance on next steps.
5. If a staff member is sick they will use their sick days if they run out of days they may then apply to access days from the Sick Bank per the collective bargaining agreement. If the Sick Bank falls below 60 days membership will be asked to contribute additional days.
6. Staff members and students who appear to have COVID-19 symptoms but are able to evidence "other" medical conditions that cause the symptoms being identified will not be required to go home.
7. If/when the District learns that any employee or student in one of the District's schools may have been exposed to or has tested positive for COVID-19, the District will assess the situation and will coordinate with local health officials and NH-DHHS as soon as possible. Those entities will determine quarantine, testing, and cleaning procedures. The District also will communicate with the staff, parents/guardians, and students as soon as possible and to the extent possible concerning whether, in what scope (e.g., classroom, cohort, building, etc.), and for how long staff and students may be out due to illness or quarantine. Staff and students who are out due to quarantine may not participate in extracurricular group activities, school-based after school programs, and other in-person events (e.g., field trips, sporting events, assemblies) during said reassignment.

During any necessary quarantine or closure due to infection in the building, all employees, without accommodations, will continue to receive full contractual pay, benefits, and protections. Employees may be reassigned to remote instruction if available.

8. Sick Employees and students (non-COVID-19 related) will be strongly encouraged to stay home.
9. If a substitute is not able to be secured when a staff member is out of work, teachers will not be responsible to cover the absent teacher's entire class or take any additional students. Paraprofessionals may be asked to cover for a classroom with approval from the Special Education Building Coordinator or Director. If teaching shortages exist either in the traditional school setting or in remote settings, the District may utilize Paraprofessional staff that is certified to teach. The District may also choose to utilize Non-certified Paraprofessionals if teaching coverage needs still exist beyond what has been filled by certified Paraprofessionals. This would be approved by either the Student Services Building Director or Student Services Director to ensure caseloads are still covered properly. These Paraprofessionals will receive an additional \$50 compensation. If a school cannot safely open due to staffing shortages, the superintendent will close that school for the day or change to remote learning.

10. During any period of time during the 2021-2022 school year in which staff or students are expected to attend school, the district shall provide Personal Protective Equipment (PPE) and supplies for staff in attendance. Students will be encouraged to provide their own masks. When a student does not have a mask one will be provided.
 - a. PPE provided to teachers, nurses, and support staff, shall include but not be limited to masks and plastic gloves. Face shields will be provided upon request.
 - b. All nurses and nurse assistants in the District shall receive any additional equipment and protection recommended by the CDC and NH Nurses Association for individuals who are screening potentially sick individuals.
11. Disinfecting wipes and gloves shall be available for students and/or staff who wish to use the supplies to clean their work areas before they begin or to clean their area after they are done.
12. The District will ensure that proper nurse staffing levels are maintained within each school building during COVID-19.
13. Nurses will follow the COVID-19 screening protocols.
14. The School Board will review and consider all recommendations from COVID Task Force in regards to public health guidelines regarding PPE and social distancing and determine the final decision. Decisions would be made at public school boards meetings and communicated to staff via building leadership.
15. All staff meetings and professional development meetings will take place as usual which may include using the cafeteria. If there is evidence the protocols are contributing to transmission remote options will be offered.
16. If any student is struggling to wear PPE all day and/or to maintain expected social distance, then the student will be referred to the building principal to work with them, to identify viable options for the individual, while maintaining the safety of others in the building. Options available may include but are not limited to the following:
 - a. Accommodation of scheduled “outside” breaks where the mask can be taken off for the break period. Support Staff can be scheduled to assist with monitoring students during the break period.

If accommodations have been attempted, and a student refuses to wear PPE or maintain social distancing, the student will be sent home.

17. If any Employee is struggling to wear PPE all day, without a medical reason, and/or to maintain social distance, then the Employee will be referred to the building principal to work with them, to

identify viable options for the individual, while maintaining the safety of others in the building. If accommodations have been attempted, and an employee refuses to wear PPE or maintain social distancing, the employee will be sent home without pay or take personal time.

In no case, shall the need for an accommodation cause an employee to be discriminated against or lose any benefits, protections, or wages.

18. As long as COVID-19 precautionary measures are in place visitors will be permitted to the main office and instructed from there as to entry into the rest of the building. If cases rise substantially and it is recommended by NH-DHHS or the CDC, this could change to no outside visitors, except emergency personnel, shall be allowed beyond the entryway of the school building. We understand visitors will be allowed to conduct school business such as IEP and 504 meetings and other school business as needed and encourage those meetings to be conducted remotely whenever possible. Each case and need will be assessed individually.
19. All classrooms will be provided with hand sanitizer, tissues, disinfecting wipes, and masks in addition to the supplies in the classroom “GoBags.”
20. Each student and staff member will be encouraged to carry their own water bottle throughout the day. Students and Teachers will refill as opportunities to do so arise throughout the day.
21. Any musical instruments, art supplies and/or any other materials students may normally share during itinerant periods will need to be sanitized between use.
22. If other issues arise or modifications need to be made the Association and District will reconvene and work together to resolve the concern(s) identified, and amendments will be made.
23. 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 is temporary and will only be in effect for the 2021- 2022 school year. The parties also agree that this MOA does not replace the current collective bargaining agreements which are still in full force and effect provided they do not conflict with this MOA. Any additional concerns that are raised pertaining to health and safety during the COVID period which were not addressed herein, will be negotiated between the parties as the concerns/issues arise.

WHEREFORE, the “Boards” and the “Associations” have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this day of _____, 2021.

EPPING EDUCATION ASSOCIATION

EPPING SCHOOL BOARD

By: _____
President

By: _____
School Board Representative

Date: _____

Date: _____

EPPING PARAPROFESSIONAL ASSOCIATION

By: _____
President

Date: _____