

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE AUBURN SCHOOL BOARD OF NH SCHOOL ADMINISTRATIVE UNIT #15**  
**AND THE**  
**AUBURN EDUCATION ASSOCIATION, NEA-NH**

This **Memorandum of Agreement** is entered into by the Auburn School Board (Board) and the Auburn Education Association (“Association”). 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 has adopted a reopening plan for the School District; and

**WHEREAS**, the Board and the Association have bargained over impacts that the reopening plan has on terms and conditions of employment (Health & Safety);

**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;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below, the parties agree as follows for the 2020-2021 school year:

**I. ALTERNATIVE WORK LOCATIONS**

1. All employees are expected to return to work in their assigned buildings unless otherwise instructed. To the extent that remote teaching assignments are available, the District will attempt to make such assignments based on employee preference. However, the District reserves the right to make assignments in a manner that best suits the needs of the District and students.
2. Exceptions will be considered, and reasonable accommodations will be made for employees with a documented disability.
3. The district shall consider admitting an employee’s child to the Auburn School District tuition free in the event that the employee is unable to work without this accommodation because the home school district is closed. The District must not incur any additional financial burden or expense as a result of such admission. Any such admission under this paragraph is temporary based upon the terms of this agreement. The child may remain in the Auburn

School District for the remainder of the 2020-21 school year unless returned to the home district at the discretion of the teacher.

## **II. COVID-19 PROCEDURES AND PROTOCOLS FOR EMPLOYEES AND VISITORS**

1. Employees shall complete a screening survey based on the most current universal guidance from the Governor's Economic Reopening Task Force and the New Hampshire Department of Health and Human Services prior to the employee's arrival at work each day. Screening surveys will be kept at the employee's primary worksite and will be seen only by the school nurse, the principal's administrative assistant and the principal. Human Resources and SAU administrators may also have access to the surveys as needed to fulfill their job duties. Within thirty (30) days from the end of the Governor's declared state of emergency in New Hampshire, the screening surveys will be forwarded to the SAU and will be retained in a confidential file in accordance with the District's record retention policies. This provision does not preclude the District from providing such records in response to a legally issued subpoena, court order, as necessary to defend the district from litigation or request from any governmental agency.
  
2. As of August 11, 2020, the following list of symptoms/conditions will be included on the screening survey. Such list may be revised as necessary consistent with the State's universal guidelines. Employees experiencing any new or unexplained COVID-19 symptoms (even if only mild symptoms) must notify their supervisor, or other designated administrator and must not report to work until a period of ten (10) days has passed since date of onset and 24 hours have passed since last fever, without the aid of medication, with a doctor's note that confirms that the symptoms are not associated with COVID-19, or the employee obtains a negative COVID test result, whichever is earlier.

### Screening symptoms/conditions

- Fever of 100.4 or Chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle and body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

- Close contact with someone with a suspected or confirmed case of COVID-19 within the past 14 days
  - Travel within the past 14 days outside of New England.
3. Any employee diagnosed with COVID-19 shall notify the District immediately. Upon request, the employee shall provide the District with appropriate medical documentation. Any such employee shall not visit the worksite for the amount of time determined and/or ordered by their health care provider or recommended by the CDC or other governmental agency, the District, or until the employee obtains a negative COVID test result, whichever is earlier.
  4. Any employee required to “self-quarantine” pursuant to a Federal, State or local government order or advice of a health care provider for a COVID-19-related reason shall notify the District immediately. Upon request, the employee shall provide the District with appropriate medical documentation. Any such employee shall not visit the worksite for the amount of time determined and/or ordered by their healthcare provider or recommended by the CDC or other governmental agency, the District, or until the employee obtains a negative COVID test result, whichever is earlier.
  5. The District strongly encourages employees who are sick to stay home. If an employee is experiencing new or unexplained COVID-19 symptoms (even if only mild symptoms) listed in paragraph 2 or is unable to report to work under the circumstances described in paragraphs 3 or 4, but is able to work remotely and such remote work is approved by his/her supervisor, the employee will perform such remote work and will be paid his/her normal wages and benefits.
  6. If an employee is physically unable to work due to the COVID-related symptoms or is directed not to report to work under the circumstances described in paragraphs 3 or 4 and is not approved for remote work, the employee will be eligible for up to a total of two (2) weeks of paid leave under the Families First Coronavirus Relief Act, so long as this law remains in effect.
  7. The Association shall be permitted to create a “COVID-19 emergency sick bank” that employees may access before utilizing regular sick leave in the event of contracting the COVID-19 virus. Said contraction must be verified by supporting medical documentation. The maximum amount of days in the COVID-19 emergency sick bank shall be 105. Employees may donate additional sick time to replenish the COVID-19 emergency sick bank if it falls below 50 days. All employees shall be able to donate no more than fifteen (15) days to the bank, to include employees who have accrued their maximum # of days, who may donate the sick days they would have accrued above and beyond the maximum for 2020-21.

An employee may apply for a maximum of ten (10) days from the COVID-19 emergency sick bank only after exhausting the 10 days provided under the federal

Emergency Paid Sick Leave Act. All other sick bank guidelines under Article X, Section B, of the AEA's collective bargaining agreement shall apply to the COVID-19 emergency sick bank. The COVID-19 emergency sick bank shall expire when this Memorandum of Agreement expires, and any days remaining in the bank at that time shall be deemed lost.

8. If the employee exhausts leave under FFCRA and COVID-19 emergency sick bank, any additional absences may be drawn from the employee's accrued sick leave and the sick bank, in accordance with such provisions in the CBA.
9. Visitors will only be allowed entrance into a school only when absolutely necessary, such as in the event of an emergency (including maintenance) and to pick up a child. Remote meetings will encouraged whenever possible all in accordance with the District's reopening plan. Visitors will be required to complete the same COVID-19 screening assessment as employees before entering the building. Visitors will be required to wear face masks in accordance with the District's Re-opening Plan and policy.
10. Nurses or other certified medical professionals will conduct all screening of potentially sick students.

### **III. SAFE WORKING CONDITIONS**

1. The District's Re-Opening Plan includes rules and guidance aimed at maintaining a safe environment for students, staff and the community. Such rules and guidance address social distancing; usage of PPE, including face masks, for all staff, students and visitors within school buildings, on school grounds, and on school buses; frequent hand washing and cleaning of shared equipment; and screening procedures for staff, students and visitors prior to entering school buildings. All staff shall follow the plan protocols and associated guidelines. Staff shall initially report any compliance issues to the AEA co-presidents. If the matter is not resolved at this level, it will be brought to the attention of building administration, who will address it in a timely manner.
2. The cleaning protocol will be available to all staff who requests it.
3. Employees may be requested to clean all surfaces and devices which they touch. The District will provide appropriate cleaning supplies.
4. To the extent possible, students and staff shall have limited movement throughout the building during the school day as outlined in the District's Re-opening Plan.

**IV. PROCEDURE IN THE EVENT OF A COVID-INFECTED INDIVIDUAL KNOWN TO HAVE BEEN ON SCHOOL GROUNDS IN THE PRESENCE OF SCHOOL EMPLOYEES OR STUDENTS**

1. If/when any employee, student, or community member known to have been present in a school has tested positive for COVID-19, the District will coordinate with local and State health officials to notify and ensure the health and safety of all who may have been exposed. The District's will follow the direction from the NH Department of Health and Human Services reserving the right to notify more people than recommended and to temporarily shift to remote learning for longer and for more students and teachers than recommended by the state. Even though the District may shift to remote learning, this does not necessarily result in remote teaching as well. The District retains its discretion on whether to implement remote teaching unless there is a State directed "stay at home" order. Any request to teach remotely in the event of a shift to remote learning shall be considered on a case by case basis by the Superintendent.
2. If an infected person has been in a school building, a decision will be made, following guidance from the NH Department of Health and Human Services, and local health officials, regarding temporary closure of all or part of the affected building and cancellation of extracurricular group activities, as set forth in the District's Re-opening Plan, as outlined on page seven (7) and adopted on August 11, 2020, with the District reserving the ability to temporarily shift to remote learning for longer and for more students and teachers than recommended by the state.
3. In the event of a temporary closure, affected employees will be expected to work remotely and will continue to receive regular wages and benefits without deductions from accrued leave time.

**V. SAFETY EQUIPMENT AND SUPPLIES**

1. Personal Protective Equipment - The District shall provide Personal Protective Equipment (PPE) to employees and students as outlined in the District's Reopening Plan. The District encourages employees, students and visitors to supply their own face masks, but will have a supply of disposable masks for anyone who does not have one. Where appropriate and with employees who provide one on one services, the District will supply gowns, face shields, gloves, and other supplies as recommended by the CDC.
2. Safety Equipment and Supplies - The District shall provide equipment and supplies for cleaning the building as outlined in the District's Reopening Plan and will make available to each employee an adequate supply of disposable wipes or other cleaning supplies, so that commonly used surfaces (e.g., keyboards, desks, remote controls) can be wiped down before use.

3. Special Equipment for Nurses and Nurse Assistants - The District shall provide nurses with any additional equipment and protection as outlined in the District's Reopening Plan including masks, face shields, surgical gowns, gloves, tissues, and disinfectant wipes. The District will designate a separate location in all three schools (other than the nurse's office) for students exhibiting COVID symptoms to wait for parent pick up.
4. The District will supply each employee with sufficient educational supplies (writing instruments, manipulatives, electronic equipment, etc.) to eliminate the need to share supplies among students or staff.
5. The District will provide all employees with training on the usage and care of all PPE and on any COVID related protocols or procedures related to their job duties. Such training will be provided prior to the start of the students' school year. Only employees with appropriate training on disinfectants shall be allowed to use those products.

## **VI. AUTHORITY**

1. 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.
2. 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.
3. To the extent this Memorandum of Agreement includes subjects other than mandatory subjects 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.

## **VII. DURATION**

The parties agree that this agreement is temporary and will only be in effect for the 2020-2021 school year, or when the Governor of New Hampshire's state of emergency declaration expires, whichever occurs first.

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

AUBURN EDUCATION ASSOCIATION

Date: 9/3/20

By: Eileen L McDonald  
Title: Co-President

AUBURN SCHOOL BOARD

Date: 9/8/2020

By: [Signature]  
Title: chair

[Signature]  
9-1-20