

**MEMORANDUM OF AGREEMENT BETWEEN**  
**AUBURN SCHOOL BOARD**  
**AND**  
**AUBURN EDUCATION ASSOCIATION/NEA-NH**

This **Memorandum of Agreement** is entered into by the Auburn School Board (“Board”) and the Auburn Education Association, NEA-NH (“Association”). Hereinafter, the term “Employee” will refer to any employee covered by the current collective bargaining agreement between the “Board” and the “Association.”

**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;

**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

**1. EVALUATIONS:** The parties recognize that the COVID-19 period has caused teaching instruction and practices to be different than existed previously. Teachers may be required to teach in a remote format. All teachers shall be evaluated in accordance with their evaluation cycle and track, and the evaluation process for the 2020-2021 school year shall proceed as normal with the understanding that teaching and working conditions have changed. These circumstances and relative domains that may not be able to be accomplished shall be considered and documented.

**2. REMOTE INSTRUCTION:**

Employees assigned to remote instruction shall follow the schedule, guidelines and directives for remote instruction as established by the District.

It is agreed that the unpredictability of the COVID-19 virus may contribute to periods throughout the 2020-2021 school year where students and staff have to transition between “full in-person return,” a “hybrid/option model,” and “100% remote learning.” Employees shall be notified in a timely manner to prepare for any needed transition.

- a. Instruction being provided to students may be recorded for use with students working from home. Under no circumstances will staff be recorded without their knowledge.
- b. Employees shall take reasonable steps to protect student information and in the event of inadvertent disclosure, shall notify the District and work with the District to take appropriate measures to prohibit further disclosure of confidential information, if any. The District acknowledges that district owned devices may be accessible or overseen by members of the employee's household. Employees shall take reasonable measures, including logging out of the District applications and accounts, in order to maintain student confidentiality.
- c. Nothing herein shall be construed as abrogating New Hampshire Department of Education Educator Code of Conduct or Code of Ethics.
- d. In the event that a student captures photos or video of a staff member engaged in video instruction and either manipulates it to post online or posts it online in an inappropriate fashion, that student shall be subject to discipline at the sole discretion of the Superintendent or designee.

### **3. PROFESSIONAL STAFF WORK LOAD**

WORK YEAR - Notwithstanding the Board's adoption of an hour's based school year under NH Admin. R. Ed 306.1, the Association and the Board agree that the length of the work year for teachers shall continue to be based on 186 teacher workdays. Three (3) days will be used prior to the start of the school year for teacher planning and professional development. Six (6) days are non-instructional days and may be used for such purposes as set forth in Article VII, Section A of the CBA. This results in 177 student instructional days. Students will complete at least the minimum number of days required in order to fulfill the minimum number of hours, as mandated by the State of New Hampshire Department of Education, based upon an hourly calendar. Students will not make up school cancellations under the hours calendar, nor will teachers, except if the number of hours required by the State of New Hampshire for student instruction falls below the required level.


IN SCHOOL WORK DAY – The District and Association agree that parent/teacher conferences shall be held remotely.

4. 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.
5. The parties agree that this agreement is temporary and will only be in effect during the

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

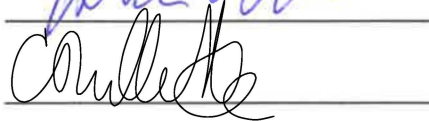
**WHEREFORE, the “Board” and the “Association” have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this \_\_\_\_\_ day of February , 2021.**

For the School Board



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For the Association



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