

**MEMORANDUM OF AGREEMENT**

**THE KEARSARGE REGIONAL SCHOOL BOARD  
AND  
THE PARA EDUCATORS AT KEARSARGE/NEA-NH**

This **Memorandum of Agreement** is entered into by the Kearsarge Regional School Board (“Board”) and the Para Educators At Kearsarge, 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” noted above.

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

**WHEREAS**, the COVID-19 pandemic has created an unprecedented situation that will extend into the 2020-2021 school year, requiring modifications to “normal” school operations;

**WHEREAS**, the Board and Association wish to enter into this MOA for the purposes of addressing any changes to working conditions and anticipated impacts to terms and conditions of employment resulting from the District’s plans for the operation of schools during 2020-2021 school year (“Reopening Plan”);

**WHEREAS**, the Board and Association recognize that while they are proceeding with the expectation that the current Reopening Plan will be sufficient, additional adjustments to the Reopening Plan and/or this MOA may be necessary.

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

**1. WAGES:**

During the 2020-2021 school year, including periods of school closure due to the COVID-19 pandemic, all eligible members will continue to be paid their regular hourly wages and will receive their regular benefits as required by law. Such wages shall be paid in accordance with the payroll cycle elected by Employees at the start of the 2020-2021 school year. For the purposes of this Agreement, the term “school closure” shall mean any time when face to face support is not being provided during the scheduled school year.

**2. SCHOOL SCHEDULE:**

The school schedule shall conform to the Kearsarge Regional School District’s (“District”) Reopening Plan and the specific operational level in place at any given time.

**3. 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 or other qualified healthcare consultants (collectively referred to hereafter as “CDC”). These Safety Protocols shall include, at a minimum, the requirements that all students grades 3-12 and staff must wear face coverings and maintain appropriate social distancing within classrooms and while on school grounds as recommended by the CDC based upon prevailing medical guidance. Students Pre-K through 2<sup>nd</sup> grade shall follow the Safety Protocols set forth in the Reopening Plan. 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. To the extent practicable, Employees will be provided with KN-95 masks. The District will also provide an adequate supply of disposable wipes and/ or sprays to each Employee so that commonly used surfaces (e.g., keyboards, desks, remote controls) 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. Employees will be given the option of creating a six (6) foot exclusion zone surrounding their desk or workstation. For the purposes of this agreement, the term “prevailing medical guidance” shall mean current peer reviewed medical studies and/or guidance that is generally accepted within the medical profession.

**4. NURSING ASSISTANTS:**

The District shall provide any employee assisting nurses with any additional PPE as recommended by the CDC for screening potentially sick individuals. 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. Staff that are experiencing symptoms 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. Nothing herein shall prevent the employee from using sick or personal leave to pursue treatment and/or testing.

**5. POSITIVE TESTS:**

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 the District, their health care provider or as otherwise recommended by the CDC. The District will follow the Algorithm of Action for COVID-19 in Schools as set forth in the Reopening Plan or as may be recommended by the Critical Decision Unit (CDU).

**6. LEAVE:**

Employees that are directed by a State official or a health care provider to self-quarantine or self-isolate shall notify the District as soon as possible. Upon notification or upon a determination by administration that the Employee must self-quarantine or self-isolate, 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 consistent with prevailing medical guidance.

Employees on paid administrative leave shall be expected to provide remote 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 qualified medical provider, the Employee's status shall change from being on paid administrative leave to being on sick leave. No work responsibilities shall be assigned while the Employee is on sick leave and they shall have access to any leave for which they are eligible per applicable law or the CBA. To the extent the Employee's illness is mild or asymptomatic, the District may grant the Employee the opportunity to provide remote support without the loss of sick leave when practicable. Employee's reentry to the workplace shall be governed by the Safety Protocols contained in the Reopening Plan and the procedures and/or standards established by the CDC.

**7. RULES AND REGULATIONS:**

Employees are expected to adhere to all District and State Code of Conduct/Ethics rules, regulations, or policies. Further, Employees are expected to adhere to all the Safety Protocols set forth in the District's Reopening Plan. Violations of the foregoing policies/rules/protocols 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.

**8. TRAINING AND REOPENING PLAN AMENDMENTS:**

Training regarding the requirements of the District's Reopening Plan, shall be provided prior to the start of the school year. Supplemental training shall be provided to the extent changes in the Reopening Plan require such training for staff to meet the learning objectives and expectations of the District.

Any adjustments or amendments to the Reopening Plan contemplated during or prior to the start of the school year shall be preceded by reasonable 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 shall be reviewed by the CDU prior to implementation. The Association shall have a member appointed to the CDU 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, subject to prior notice to the Association and impact bargaining to the extent required by law or agreed to between the parties.

**9. REMOTE SUPPORT:**

When engaged in either in school or at home remote support, Employees shall follow the schedule, guidelines, and directives for remote support as established by the District. The Reopening Plan contemplates that some of the face to face support may be simultaneously accessed through live streaming by students engaged in remote learning. Employees shall not be required to provide primary supervision to students located in more than one remote location. The parents of students engaged in home remote learning shall be considered the primary supervisors of such students. Students receiving remote support in a separate classroom from the Employee providing such support shall receive primary supervision from a District assigned facilitator. To the extent practicable, the District shall endeavor to assign remote support to Employees assigned to work remotely. Recording of support shall be totally voluntary and shall require approval of all parties involved. If changes in the mode of the delivery of support are contemplated, the District shall provide as much notice as possible to the Association prior to implementation. The parties acknowledge that an emergency school closure(s) may be proceeded by little or no advance notice.

It is agreed that para educators are vital to the success of the students within the District. The parties intend that para educators will be included directly into the remote instruction setting in order to support students. To the extent practicable, whenever para educators are not working directly with students, they shall be provided with other working opportunities consistent with their job description or other duties as agreed to between the parties.

**10. ACCESS TO ELECTRONIC DEVICES AND INTERNET:**

Unless otherwise agreed, Employees are expected to use District issued electronic devices for the delivery of support and all other District business. The District shall provide such devices along with secure, sanitary, and appropriate work spaces within the school buildings for Employees to carry out their responsibilities, including for those Employees who have not been assigned to in school (face to face) remote support. To the extent an Employee who has been assigned to work remotely wishes to work from home in lieu of using such district provided work spaces, the Employee shall be responsible for any personal costs associated with that voluntary choice. Further, the option to work from home shall only be granted if the Employee has sufficient risk factors for serious complications from COVID-19 and the Employee's internet connection and electronic devices are capable of delivering quality remote support. Notwithstanding, Employees that are forced to work from home due to childcare issues, and would otherwise be eligible for expanded FMLA under FFCRA, will receive an internet/supply stipend of \$35.00 per month if they agree to remain working and to provide remote support from home. Other arrangements may be considered on a case by case basis. No Employee shall be disciplined or otherwise held responsible for the District's failure to provide equipment and/or connectivity sufficient to facilitate support. Employees have a duty to immediately report any problems with electronic devices or connectivity that may be compromising support.

**11. INADVERTENT DISCLOSURE:**

Employees that have been assigned to work from home will not be disciplined and will be held harmless in the event that student information is inadvertently seen by other members

of the Employee's household while working from home. Notwithstanding, the Employee shall take reasonable steps to safeguard all confidential student information.

**12. TRAINING ON REMOTE SUPPORT:**

Employees shall receive training on the use and support of technology and the delivery of remote support. The training will include best practices for the delivery of remote support and safe-guarding confidential student information and other relevant aspects of FERPA compliance. This training take place prior to the implementation of remote support and as may be reasonable required thereafter.

**13. 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.

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

**14. 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.

**15. NO PAST PRACTICE OR PRECEDENT:**

The parties agree that this Memorandum of Agreement shall set no past practice or precedent and shall not be used in any proceedings except to enforce its terms.

**16. EFFECTIVE DATES:**

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 to the extent it does not otherwise conflict with this MOA.

**18. 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.

**19. GOOD FAITH:**

This agreement represents a good faith effort to solve all matters. The parties acknowledge that there may be issues that arise that were not contemplated and are committed to resolve such issues in a timely manner.

**WHEREFORE**, the “Board” and the “Association” have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 1st day of September, 2020.

*Cynthia A. Chiasson*  
Cynthia A. Chiasson (Sep 1, 2020 11:38 EDT)

Cindy Chiasson, President  
Para Educators At Kearsarge

Sep 1, 2020

Date

  
Kenneth Bartholomew (Sep 1, 2020 11:49 EDT)

Kenneth Bartholomew, Chair  
Kearsarge Regional School Board

Sep 1, 2020

Date

*Winfried Feneberg*  
Winfried Feneberg (Sep 1, 2020 13:44 EDT)

Winfried Feneberg, Superintendent  
Kearsarge Regional School District

Sep 1, 2020

Date