

MEMORANDUM OF AGREEMENT BETWEEN
MERRIMACK SCHOOL DISTRICT
AND THE
MERRIMACK TEACHERS' ASSOCIATION

This **Memorandum of Agreement ("MOA")** is entered into by the Merrimack School District and the Merrimack Teachers' Association, NEA-NH ("Association"). Hereinafter, the term "Employee" will refer to any employee represented by the Association and covered by the Collective Bargaining Agreement in effect for the period July 1, 2019 through June 30, 2022.

WHEREAS the District and the Association wish to preserve the health of students, employees, and community members during the on-going COVID-19 pandemic;

WHEREAS some employees have requested remote assignments due to documented medical conditions which pose a significant risk to the employee given the potential for exposure to COVID-19;

WHEREAS the District has granted employee requests for remote assignments where possible but given the needs of students, the District has not been able to grant all such requests; and

WHEREAS the parties wish to allow employees with documented medical conditions whose requests for remote assignments could not be granted the opportunity for paid sick leave.

NOW, THEREFORE, the Parties agree to the following provisions and modifications to the Collective Bargaining Agreement ("CBA"):

1. Employees who are unable to work due to a documented medical condition which poses a significant risk to the employee's health if exposed to COVID-19, will be granted a leave of absence and will be permitted to use up to twenty (20) days of accrued sick leave during said leave. Any remaining leave time will be unpaid.
2. The Parties agree that provision in the Article 11.2 of the CBA prohibiting the use of sick leave for non-illness reasons is temporarily waived for the duration of this MOA.

3. The parties agree that this MOA shall set no precedent or past practice and shall not be used in any proceedings except to enforce its terms.
4. The parties agree that this MOA does not replace the current Collective Bargaining Agreement which is still in full force and effect except as explicitly modified by this MOA or other negotiated agreements between the Association and the District.
5. The Parties recognize that this MOA may include topics which are not mandatory subjects of bargaining and, to the extent it does, 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 MOA. The Parties also acknowledge that the purpose of this MOA is to address health and safety issues created by a global pandemic in order that schools may reopen for the 2020-21 school year. The Parties acknowledge that conditions may change and it will be necessary for the parties to be flexible and to cooperate with one another to adapt to any changes. The Association agrees it will not file any grievance or ULP related to a provision in this MOA without first consulting with the Superintendent and attempting in good faith to reach a mutual resolution. The Board reserves the right to assert that provisions which relate to non-mandatory subjects of bargaining are not subject to the grievance process or the provisions of RSA 273-A:5.
6. The parties agree that this Memorandum of Agreement is temporary and will only be in effect for the 2020-2021 school year or until the World Health Organization's Director General declares the COVID-19 Pandemic to be finished or the Governor of New Hampshire's state of emergency declaration expires, whichever comes sooner.

Merrimack School District

Merrimack Teachers' Association

By:_____

By:_____

Date:

Date: