

**MEMORANDUM OF AGREEMENT BETWEEN
MERRIMACK SCHOOL DISTRICT
AND THE
MERRIMACK EDUCATIONAL SUPPORT STAFF ASSOCIATION**

This **Memorandum of Agreement (“MOA”)** is entered into by the Merrimack School District and the Merrimack Educational Support Staff 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, 2018 through June 30, 2021.

WHEREAS the District and the Association wish to preserve the health of students, employees, and community members; and

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; and

WHEREAS the COVID-19 shutdown period has been an unprecedented emergency situation, in which the District and employees have had to work collaboratively to identify and implement temporary safety measures and protocols during the 2020-2021 school year that will modify “normal” working conditions in order to ensure the safety of employees, students, and the community.

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

1. All employees are expected to return to work in their assigned buildings unless otherwise instructed. To the extent that remote assignments are available, the District will attempt to provide assignments. Priority for such assignments will be given first to employees who require accommodations under the Americans with Disability Act and second to those who qualify for leave under the Families First Coronavirus Response Act (“FFCRA”) due to childcare needs. However, the District reserves the right to make assignments in a manner that best suits the needs of the District and students.
2. Employees who are unable to work due to a bona fide need to care for their own child(ren) whose school or child care provider is closed or unavailable for reasons related to COVID-19 may apply for leave of up to sixty (60) days under the FFCRA. Employees are expected to make reasonable efforts to secure alternate childcare. Qualified leave will be at 2/3 of the employee’s regular wage, provided that the employee may elect to supplement the FFCRA pay first using accrued personal time, then using accrued vacation time and then using accrued sick leave, up to 100% of their regular wages.

3. The Parties agree that provision in the Article 14.1 of the CBA prohibiting the use of sick leave for non-illness reasons is temporarily waived for the duration of this MOA.
4. It is further agreed that any limits imposed in Article 14.1 on the use of sick time for family illness will be waived for the duration of this MOA.
5. 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.
6. 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.
7. 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.
8. 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 Educational Support Staff Association

By: _____

By: _____

Date: _____

Date: _____

Merrimack School Board

By: _____

Date: _____