

MEMORANDUM OF AGREEMENT BETWEEN

THE LITCHFIELD SCHOOL BOARD

AND THE

**THE LITCHFIELD SUPPORT STAFF ASSOCIATION, NEA NH AND
THE LITCHFIELD EDUCATION ASSOCIATION, NEA NH**

THIS MEMORANDUM OF AGREEMENT is entered into by the Litchfield School Board ("Board"), the Litchfield Education Association and the Litchfield Support Staff Association ("Associations").

WHEREAS, the Board has adopted a reopening plan for the School District; and

WHEREAS, the Board and the Associations have bargained over impacts that the reopening plan has on terms and conditions of employment.

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

1. WORK SETTING ACCOMMODATIONS

1. Employees who believe that they have disabilities which put them at high risk for severe illness from COVID-19 and which require accommodations for in-person instruction, should contact the Human Resources Department as soon as possible. The process for considering accommodations under the Americans with Disabilities Act then will be followed. Employees who believe that they are entitled to leave under the law (e.g., Families First Coronavirus Response Act, Family and Medical Leave Act, etc.) or under the parties' collective bargaining agreement also should inform the Human Resources Department as soon as possible. Each employee's eligibility for leave will be analyzed based on the facts of his/her case.
2. Any employee diagnosed with COVID-19 or advised to "self-quarantine" due to COVID-19 shall notify the District immediately. Upon request, the employee shall provide the District with documentation of the medical recommendation and any other supporting information required by law, the parties' collective bargaining agreement or the Board's policies. During this time, the employee may receive paid leave in accordance with any laws (e.g., Families First Coronavirus Response Act) or

collective bargaining agreement provisions for which the employee is eligible.

3. The district is committed to follow COVID-19 guidance from NH-DHHS. If that guidance requires that an employee may not report to work (as determined by the district HR Director, school principal, or superintendent), and the district determines that the employee is able to meaningfully work remotely, that employee will be allowed to work remotely in which case no sick leave will be deducted from that employee's leave balance. Whenever feasible, PD is considered a viable work option.
4. If/when any employee or student in one of the District's schools has tested positive for COVID-19, the District will assess the situation and will coordinate with local health officials as soon as possible. The District also will communicate with the staff, parents/guardians, and students as soon as possible concerning whether, in what scope (e.g., classroom, cohort, building, etc.), and for how long staff and students will be reassigned to remote instruction. Staff and students who are reassigned to remote instruction may not participate in extracurricular group activities, school-based after school programs, and other in-person events (e.g. field trips, sporting events, assemblies) during said reassignment. The District will clean and disinfect thoroughly during said reassignment.

2. COVID-19 SCREENING PROCEDURES AND PROTOCOLS

1. Consistent with the reopening plan, employees are responsible to self-screen and report any concerns to a supervisor each work day prior to entering school. The District shall maintain said information in accordance with confidentiality laws.
2. Screening protocols will be provided to all staff and students based on current guidance from the CDC.

3. CLEAN WORKSPACES

1. Consistent with the reopening plan, employees assume personal responsibility to maintain a clean personal workspace.
2. The District shall provide employees with work locations that are cleaned and sanitized daily. The District will create a cleaning protocol

that reflects CDC best practices. The protocol should clearly communicate what is being cleaned, by whom, how often, and what products are to be used. The cleaning protocol will be shared with all staff upon creation.

3. Every day, custodial personnel shall sanitize high touch surfaces using EPA-approved disinfectant effective against the novel coronavirus.
4. The District may require non-custodial employees to clean and disinfect surfaces which only the employee normally touches, such as the employee's keyboards, phones, intercoms, etc. This cleaning shall not replace thorough daily cleaning performed by custodial personnel. The District shall provide cleaning supplies in kitchens, copier rooms, and offices.
5. The District shall ensure that all staff have access to facilities to allow for hand washing or sanitizing (including access to hot water and soap or hand sanitizer with at least 60% alcohol content).
6. The District shall ensure that the custodial staff is conducting deep, thorough cleanings and sanitation at least once a week at times in which students and staff are not permitted in the building.
7. After each cleaning of a bathroom, a notation of date and time of the cleaning shall be noted on a chart visible in the bathroom.
8. In order for custodians to complete their nightly cleaning in a timely manner, all staff will be required to leave at a predetermined time as set forth by the school administrator.
9. The District will do its due diligence in maintaining a full custodial staff at all times throughout the school year and will regularly train custodial staff in sanitation and disinfection in compliance with EPA standards. The district will regularly monitor the cleanliness of the buildings and if deemed necessary will hire additional custodial staff.

4. SAFE WORKING CONDITIONS

1. The District will enforce rules for social distancing and usage of Personal Protective Equipment (PPE) for all staff and students within school

buildings, on school grounds, and on school buses. Rules for social distancing and use of PPE shall include:

- a. At least four to six feet of physical distance between people shall be maintained.
 - b. Disposable or cloth face coverings must be worn properly (covering nose and mouth) by all people in school facilities.
 - c. Employees shall wash hands or use hand sanitizer after admitting or meeting visitors or guests.
 - d. Employees may not share office equipment such as telephones, computers, and other equipment.
 - e. Any employee who uses shared office equipment such as copiers, phones and printers shall clean the equipment after each use.
2. The District shall require that everyone wear a disposable or cloth face covering on school grounds when a physical distance of 6 feet cannot be maintained. Any person who refuses to wear a face mask shall be confined to a space where they will not be in contact with students or employees. It is understood that some children may have difficulties with mask requirements, and that school personnel will remind such students of the importance of masks during a pandemic.
3. The District shall quarantine physical mail for 24 hours before distributing it to employees.
4. No classroom will have more students than can be accommodated while maintaining at least four to six feet between room occupants.
5. If any employee or student is unable to wear PPE throughout the work day and/or maintain proper physical distancing, then the employee or student shall meet with the school principal to assess alternative arrangements that protect the health and safety of others in the building. Alternatives may include, but are not limited to:
 - a. Scheduled “outside” breaks where the mask can be taken off for the break period.
 - b. Students being reassigned to work remotely.

- c. Students having a shorter in-building work day with completion of the work day remotely.
6. All employees and students will have limited movement throughout the day to the extent possible. As necessary, employees will conduct their work from a single classroom or on a single team throughout the day to limit their exposure.
7. Protocols need to be established for employees who travel between schools.

5. VISITORS

1. The District shall discourage visitors to school facilities except as absolutely necessary.
2. The District encourages meetings between employees and parents or outside visitors to take place virtually via a platform such as Google Meets whenever possible. The District encourages documents to be signed electronically whenever possible.
3. Visitors shall be required to make an appointment to enter a school. A visitor without an appointment will be given information on the procedure to follow. Employees are reminded not to visit or send visitors to the SAU office without scheduling an appointment.
4. Each school principal shall designate a single point of entry for each building. The point of entry shall remain locked at all times.
5. The District shall provide a hand sanitizing station at each designated point of entry.
6. The work spaces of employees whose work areas are open to the public and not already enclosed shall be provided with plexiglass barriers to protect their work spaces.
7. The District shall require visitors to fill out a health self-assessment form before entering a building. The District will inform visitors of District rules for physical distancing and usage of PPE and require compliance. The District will provide consistent signage for each school in the district.

8. A visitor must be escorted by a district employee who shall meet each visitor at the entry door. If the guest does not complete the screener questions adequately, the visitor shall not be allowed into the facility.
9. At the conclusion of a visit, an employee shall escort each visitor to the designated exit.
10. If an in-person meeting is held on school grounds, the host will ensure the room is cleaned after the meeting by either contacting a member of the custodial staff or, if time permits, by cleaning it themselves.
11. Student dismissals: Any student who is dismissed at a non-dismissal time shall remain in their learning space until the parent or guardian arrives to sign the student out.

6. COMMON AREAS

1. Only one person shall be allowed in any employee restroom at a time. An occupancy sign will be placed on each door.
2. The District will provide a hand sanitizer station outside of the restroom, The District encourages people to use hand sanitizer both before and after entrance and exit.
3. All employee restrooms will be gender neutral.
4. Employees may not gather in common spaces such as break rooms and the main office. The District shall provide inside space for employees to eat lunch and take breaks, other than the employee's workstation. Employees will be permitted to eat lunch in their cars to ensure a safe eating environment.

7. SAFETY EQUIPMENT AND SUPPLIES

1. Personal Protective Equipment – The District shall provide job specific Personal Protective Equipment (PPE) to employees and students. Job specific PPE available to employees and students shall include but not be limited to masks, face shields, gloves, and other supplies as necessary to protect employee and student health and safety.

2. **Safety Equipment and Supplies** – The District shall provide training on the proper use of appropriate equipment and supplies, including but not limited to: thermometers, hand sanitizer, paper towel dispensers, soap dispensers, refillable water stations, sinks, and covered trash cans. The district will replenish as necessary the supply of disinfectant (disposable wipes and/or spray and disposable towels) to each employee so that commonly used surfaces (e.g., keyboards, desks, remote controls) can be wiped down before use. The District shall provide plexiglass workplace shields and/or face shields to employees who regularly come into contact with the general public (administrative assistants, receptionists, etc.) and for classes that require it. The District shall provide additional PPE for classes that require more specific PPE.
3. **Special Equipment for Nurses and Nurse Assistants** – The District shall provide nurses with any additional equipment and protection recommended by the CDC for individuals who are screening potentially sick individuals, which will include at minimum: fit-tested N95 face masks, face shields, surgical gowns, gloves, tissues, and disinfectant wipes. The District shall provide nurses appropriate working space, including properly ventilated and supplied isolation rooms that allows visual monitoring by the nurse, a secondary space for non-illness related visits such as medication dispensation, and a designated area for treatments that may trigger aerosolization such as nebulizers or metered-dose inhalers. If possible, the nurses' workspaces will be located away from high-traffic areas and near an exit.
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.

8. SAFETY EQUIPMENT TRAINING

1. The District will provide all employees with appropriate training on the usage and care of all PPE prior to the start of the students' school year.

2. All nurses and any other employees responsible for admitting students, staff and visitors into the building will receive training on the protocol for admittance.

9. VENTILATION

Prior to the first day of school, the district will conduct a thorough ventilation study at each school and make the report available to the general public. The District will use MERV 13 filters when recommended by the ventilation study at each school. The district will do its due diligence in inspecting, repairing and updating ventilation systems based on the ventilation study.

10. 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.

11. AMENDMENT

1. The parties agree that this agreement may be modified by mutual agreement of the parties.

12. DURATION

1. The parties agree that this agreement is temporary and will only be in effect for the 2020-2021 school year.

WHEREFORE, the "Board" and the "Associations" have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 15th day of October, 2020.

Litchfield School District

Date: 10-16-20

By: 

Title: School Board Chair

Litchfield Education Association

Date: 10/16/20

By: 

Title: LEA President

Litchfield Support Staff Association

Date: 10/19-20

By: 

Title: LSSA President

