

Memorandum of Understanding
By and Between
The Northshore School District No. 417
and
The Northshore Education Association for Certificated Employees

Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

The parties enter into this agreement based on our understanding that OSPI will continue to apportion funds as previously scheduled and will use emergency authority to waive days and instructional hours which districts are unable to make up in accordance with OSPI's guidance.

1. **Compensation:** Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement as a result of the school closure(s) related to Coronavirus/COVID-19. There shall be no reduction of compensation for any supplemental contract already in place, as a result of the school closure(s) related to Coronavirus/COVID-19.
2. **Benefits:** Individuals who are eligible for benefits under the provisions of the NSEA certificated collective bargaining agreement or who qualified for benefits as of the Governor's emergency declaration on February 29, 2020 will maintain their benefits.
3. **Duties during the closure:**
 - a. Employees will continue to perform duties consistent with their job descriptions while schools are closed.
 - b. Unless otherwise agreed by both parties, employees should not report to their worksite when schools are closed.
 - c. The district, in consultation with NSEA, will:
 - i. Develop a list of "essential" employees who may be required to report for regular duty. These employees shall be those whose duties are required to maintain basic operations of the district.
 - ii. Develop a list of employees who may need to work either onsite or remotely and either regularly or intermittently during the period of district-wide school closure to plan for reopening school in the Spring of 2020 or Fall of the 2020-2021 school year or remain in compliance with either state or federal guidelines/requirements (i.e. IEP meetings/evaluations, APEX). In any case, due to health and safety considerations, as well as employee childcare needs, these employees shall be allowed to work from home and collaborate virtually whenever possible during the school closure period.
 - iii. Develop a list of employees who will not be required to work onsite during the period of district-wide school closure.

4. Leaves:

- a. The district shall provide special paid emergency leave to cover all days not worked for each employee that has been or will be directed to remain away from the workplace as a result of the pandemic and when remote work options were or are not expected.
- b. In the event that District worksites are reopened and a COVID-19 public health threat, as defined by the public health agencies with jurisdiction over the Northshore School District, remains to employees in high risk categories, the parties agree to address work assignments and paid emergency leave for employees using the flow chart mutually developed by the parties during the first phase of COVID-19 school closures.

5. School Make-up Days:

- a. School make-up days shall be limited to those required by law.
- b. No employee who works at a school that was individually closed prior to the district-wide school closure due to the Coronavirus/COVID-19 pandemic shall be required to make up school day(s) resulting from such closures.

6. Travel: No employee shall incur any cost that is a district responsibility due to the cancellation of previously approved district travel.

7. Evaluation:

- a. Classroom Teacher Evaluation: The district shall suspend employee evaluations for the 2019-2020 school year if permitted by law. If required, the parties agree to abbreviate the evaluation process described in the NSEA collective bargaining agreement, as follows:
 - i. All classroom teachers with a score of "Proficient" or "Distinguished" as of the date of the progress review shall receive a Final Summative Score indicating the same.
 - ii. Classroom teachers with zero to five years of experience with a score of "Basic" as of February 28, 2020, shall have the option to receive a Final Summative Score of "Basic" or complete the evaluation process as described in the collective bargaining agreement.
 - iii. All classroom teachers with greater than five years of experience with a score of "Unsatisfactory" or "Basic" as of February 28, 2020, shall complete the evaluation process as described in the collective bargaining agreement.
 - iv. Classroom teachers described in ii) and iii) who do not return by May 4, 2020 shall not be assigned a Final Summative Evaluation Score for the 2019-2020 school year.
 - v. If school does not resume on April 27, 2020, classroom teachers described in ii) and iii) shall not be assigned a Final Summative Evaluation Score for the 2019-2020 school year.
- b. Non-Classroom Teacher Evaluation: The district shall suspend employee evaluations for the 2019-2020 school year if permitted by law. If required, the parties agree to abbreviate the evaluation process described in the NSEA collective bargaining agreement, as follows:
 - i. For all non-classroom teachers, in such cases that the evaluator may use evidence existing prior to February 28, 2020 to assign a "Satisfactory" Performance Cycle Rating, the evaluator shall complete the evaluation and assign the "Satisfactory" rating during the school closure.

- ii. All non-classroom teachers with a score of “Unsatisfactory” shall complete the evaluation process as described in the collective bargaining agreement.
 - iii. All non-classroom teachers who are on a probationary plan of improvement shall complete their probationary plan.
 - iv. Non-classroom teachers described in ii) who do not return by May 4, 2020 shall not be assigned a Performance Cycle Rating for the 2019-2020 school year.
 - v. If school does not resume on April 27, 2020, non-classroom teachers described in ii) shall not be assigned a Performance Cycle Rating for the 2019-2020 school year.
- c. Should any guidance from OSPI regarding the impacts of school closures on evaluations conflict with the agreements in 7a) and 7b) above, the parties will reconvene to reconcile the conflicts.
8. **Instructional and Service Delivery Model:** Any changes to the instructional and service delivery model shall be made by joint agreement between the parties and will consider the implications for all students within the system and comply with OSPI guidelines. The impact of any new instructional and service delivery model shall be negotiated prior to implementation. Effective on the date of this MOU, the instructional and service delivery model is described in Appendix A.
9. **Spring Break:** Spring break will continue as scheduled from April 6, 2020, through April 10, 2020. All employees who would normally not report for duty during spring break will not be expected to report for duty during this time.
10. **Joint Committees:** All currently scheduled meetings and contractual deadlines for joint NSEA and NSD committees are suspended for the remainder of the 2019-20 school year. The parties will meet to revise committee meeting schedules and deadlines once the period of emergency closures has concluded. As needed and upon the request of either party, joint committees will schedule remote meetings to address essential needs while schools are closed.
11. **Communication:** The district will continue to provide updates regarding recommendations from appropriate Public Health – Seattle & King County and Public Health – Snohomish agencies and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.
12. **Effective Dates:** This MOU shall be in effect for the remainder of the 2019-20 school year and shall sunset on August 31, 2020. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this 25th day of March, 2020. Signed this 26th day of March, 2020.

FOR THE ASSOCIATION:

DocuSigned by:



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Timothy Brittell, President – NSEA

FOR THE DISTRICT:

DocuSigned by:



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Dr. Michelle Reid, Superintendent
on behalf of the Board of Directors