

**Memorandum of Understanding
By and Between
The Northshore School District No. 417
and
The Northshore Education Association for Educational Support Professionals (ESP)

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:** Permanent employees and those employees hired into permanent positions on probationary status, Long-Term Substitutes, and Temporary Employees 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 stipend 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 ESP 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 ESP, 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. 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 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. **Evaluations:** The district shall suspend employee evaluations for the 2019-2020 school year if permitted by law. All employees who are on a plan of improvement shall complete their plan once schools are reopened.

8. **Substitute Employees:** Any substitute who accepted a position and began working in the position prior to the school closure, shall be paid for the full duration of the position they accepted. This shall include substitute employees who are filling an assignment that would have been extended through the duration of the district-wide school closure (e.g., because the position was open). Individual circumstances will be reviewed on a case-by-case basis, in consultation with NSEA.

9. **Instructional and Service Delivery Model:** Any changes to the instructional and service delivery model shall 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.

10. **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.

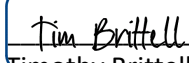
11. **Joint Committees:** All currently scheduled meetings and contractual deadlines for joint NSEA and NSD committees are suspended for the remainder of the 2019-20 school year. The parties will meet to revise committee meeting schedules and deadlines once the period of emergency closures has concluded. As needed and upon the request of either party, joint committees will schedule remote meetings to address essential needs while schools are closed.

12. **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.

13. **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 March 26th, 2020.

FOR THE ASSOCIATION:

DocuSigned by:


Timothy Britton, President – NSEA

FOR THE DISTRICT:

DocuSigned by:


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