

**Memorandum of Understanding
By and Between
The Northshore School District No. 417
and
The Northshore Education Association Athletics and Activities Association**

**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 Northshore School District plans to transition to phases of Northshore Learns 3.0, hybrid distance and in-person services, and fully in-person instruction and services based on public health data. Some AAA-represented employees may not be able to perform their normal job duties for some or all of the 2020-21 school year. Additionally, revenue sources that traditionally fund the work of many AAA-represented positions may be greatly reduced until in-person athletics and activities resume. Both parties acknowledge the value of the work performed by AAA-represented employees and look forward to the day when this important work can resume.

1. **Health and Safety:** District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. Effective on the date of this MOU, the Northshore School District Health and Safety Protocols are described in Appendix C of the NSEA Certificated MOU regarding Northshore Learns 3.0.
2. **Compensation:** Employees who are unable to perform their coaching or other AAA-represented stipend duties due to health concerns brought about by the pandemic will not be compensated and may be eligible for unemployment benefits, which the District agrees not to contest. There shall be no reduction of compensation so long as the work is related to the contract and the employee is able to and does perform the work. Non-coach employees who are able to perform their work duties for only part of the year will be paid on a prorated basis. The Association and the District agree to meet as needed about whether certain non-coaching stipends are fully funded or prorated.
3. **Evaluation:** The District shall only engage in evaluations for AAA coaching employees if sports seasons are held.
4. **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 and contractual obligations prior to resumption of any AAA related activities.

5. **Continuance of Positions:** Employees who are unable to continue their duties in the 2020-21 school year because they are restricted from doing so due to the pandemic or choose not to do so will be able to return to their position in the 2021-22 school year.

6. **Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on the last scheduled athletic competition of the school year or previously if agreed to by both parties. 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 eighteenth day of August, 2020. Signed this _____ day of August, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Timothy Brittell, President – NSEA

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