

**Memorandum of Understanding
By and Between
The Northshore School District No. 417
and
The Northshore Education Association for ESP Employees Agreement
Related to Grades and Programs Returning April 5, 2021**

The District and Association agree upon this Memorandum to resolve questions regarding employment and District services upon the April 5 return to hybrid in-person instruction and services for certain grades and programs in Spring 2021.

Article 1 Health and Safety Protocols

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. Failure to comply with health and safety protocols, including wearing appropriate PPE, as defined by state Department of Labor & Industries (L&I) guidelines, and communicated by the building COVID supervisor, may lead to progressive discipline, up to termination.

- 1.1 The District will review guidance from state and county health departments, and L&I on a biweekly basis to update strategies and protocols as the guidelines evolve. Staff will be educated in the language they understand best about health and safety protocols and procedures.
- 1.2 The District will appoint a designated site specific COVID-19 supervisor for each worksite, as directed by the OSPI Reopening Washington Schools Planning Guide. The role of the COVID-19 supervisor, in conjunction with the building administrator, is to monitor the health of employees and enforce COVID-19 job site safety. The school nurse is the subject matter expert for the building for all things related to COVID-19. The assigned COVID-19 supervisor will work in partnership with the school nurse.
- 1.3 The District will develop and adopt written protocols for employee safety and student interaction. The District will clearly communicate these protocols to staff and families in the language they understand best. The protocols shall include, but are not limited to:
 - a. Protocols regarding exclusion of sick staff and students from school sites.
 - b. Protocols for health screenings of staff and students.
 - c. Protocols for physical distancing of staff and students.
 - d. Protocols regarding the provision and use of Personal Protective Equipment (PPE).
 - e. Protocols regarding sanitation, cleaning, and disinfection.
 - f. Protocols regarding the handling of and communication around suspected and confirmed cases of COVID-19.
 - g. Protocols regarding testing of staff and students.
- 1.4 **COVID-19 Vaccinations**

The District and Association have agreed to the provisions herein to provide a basis for returning to safe and healthy work environments, which would include the completion of a COVID-19 vaccine regimen (i.e., all doses as well as the recommended curative period, per the Emergency Use Act) for staff who are able to be and choose to be vaccinated prior to

their return to on-site work. Both the District and Association recognize the importance of vaccination as a critical public health tool as we reenter our worksites. While the District and Association recognize that vaccination is a priority for most Association members, both parties also recognize the religious, philosophical, and/or medical reasons that may prevent employees from being vaccinated at this time.

Employees who choose to complete their vaccine regimen prior to their return to onsite work must use a form of leave in order to do so. No employee will be denied the opportunity to choose to return to onsite work due to their vaccination status, unless ordered otherwise by Local, State, or Federal health authorities.

1.4.1 Joint Communications Regarding COVID-19 Testing and Vaccinations

The District and Association jointly agree to regularly report on and communicate developments regarding the following:

- a. Progress on securing NSD partners for vaccine distribution.
- b. Notification of vaccine locations and availability from District identified certified vaccination partners.
- c. Partnerships for on-site COVID testing at NSD schools and offices.
- d. Vaccination and testing appointment scheduling for employees.
- e. Scheduling of substitutes when required for employee vaccination and testing appointments.

1.4.2 COVID-19 Vaccine Appointments

Staff may secure COVID-19 vaccine appointments during their regular workday. Any leave taken for a vaccine appointment shall be paid leave and not deducted from the employee's sick leave. If an appointment becomes available upon short notice, the district shall make every effort to release the employee from their duties to allow them access to such an appointment. District-paid release described above shall still be provided in two hour increments up to one full day. If an employee had no accrued sick leave and used unpaid leave for a vaccine appointment that occurred prior to this agreement, the parties will meet to determine the appropriate remedy upon the employee's notification to Human Resources that unpaid leave was used for this purpose.

1.4.3 Use of Leave for COVID-19 Vaccine-Related Illness

The parties recognize that employees' use of sick leave in the 2020-21 school year has been approximately 30% of its normal use. If an employee becomes ill following a COVID-19 vaccine dose, the employee will use their accrued sick leave to cover the absence. If an employee had no accrued sick leave and used unpaid leave or has no accrued sick leave and uses unpaid leave to cover an absence due to illness after receiving a COVID-19 vaccine dose, the employee will notify Human Resources that unpaid leave has been used for this purpose. The parties will meet to determine the appropriate remedy.

1.4.4 Voluntary Disclosure of COVID-19 Vaccination and District Record Keeping

No employee will be required to provide records of their COVID-19 vaccination status to the District, unless required to do so by Local, State, or Federal health authorities. Staff who volunteer to share their vaccination records with the District will have that data stored in a secure Human Resources database.

1.4.5 COVID-19 Vaccination Clinics

When partnering with medical facilities to coordinate vaccine distribution to Northshore staff, the District will first seek school nurse volunteers to assist with the operations of temporary one-day clinics. If an insufficient number of school nurses volunteer for the volunteer roles needed to operate the clinic, the District may seek other community volunteers who are appropriately trained or licensed as needed for the volunteer roles. Medical facilities coordinating the clinic with the District will provide appropriate training for the various roles associated with operating the clinic. School nurses who volunteer to provide nursing services at a District-coordinated vaccination clinic will be compensated at their hourly rate.

1.5 **Health Screenings of Staff and Students**

Health screenings, as outlined in the [District's health and safety procedures and protocols](#), will be conducted for all staff and students before or upon their arrival to school. The location and the site-specific layout of the temperature check for students will be determined by each school, but the layout developed must maintain the District's physical distancing protocols. Sites will have designated isolation areas for possible cases and each school will follow their existing isolation plan when situations arise.

For any in-person educational models with 30 students or less on campus, nurses will conduct the temperature check for students. For any in-person educational models with more than 30 students on campus, additional non-nurse staff will be determined, assigned, and trained to conduct temperature checks by the school nurse. The additional non-nurse staff totals will be dependent on the makeup of the student population in attendance specific to each campus to allow screenings to be conducted within a reasonable time.

School staff will conduct their own health screenings including temperature checks, and will document their lack of symptoms prior to entering buildings. Each building will develop a plan for documenting staff health screenings.

1.5.1 Sick Staff and Students

The District will adopt and clearly communicate a written definition of what constitutes possible, probable, (suspected) and positive COVID-19 cases. The District will communicate to staff and families that staff and students with the symptoms of COVID-19 as listed by the CDC must stay home. Communication to families will also require that parents or guardians have considered the District health guidance and screened for symptoms prior to sending students to a school building. Any person, including parents, students, and staff, entering a District facility will attest that they do not have symptoms of COVID-19 and have not been knowingly exposed to COVID-19, as advised by all District health guidance. Point of care testing requirements for sick staff and students are described below.

1.5.2 Health Room and Isolation Room Monitoring

In the absence of a nurse, health rooms will continue to be monitored by a nurse designee, per the ESP Collective Bargaining Agreement. Prior to the reopening of in-person instruction, building COVID teams including the school nurse assigned to the building will meet to determine a site-specific solution for how isolation rooms will be monitored during periods of time when the nurse cannot monitor both rooms while attending to other duties.

1.5.3 If certificated staff provide coverage for the health and/or isolation room as a remedy that extends their workday, they will be compensated, per the provisions of article 14.15 in the collective bargaining agreement. If ESP staff provide coverage for the health and/or isolation room as a remedy that extends their workday, they may use professional hours to be paid for the time.

1.6 **COVID-19 Testing**

The parties agree that testing is an essential component of a safe in-person working and learning environment during a pandemic, particularly while vaccinations remain inaccessible to most students. Students in grades two and above who opt for in-person learning will participate in District-provided regular COVID-19 testing, unless their families elect to opt out of this testing. Staff who return to an onsite work assignment during hybrid in-person instruction will also participate in District-provided regular COVID-19 testing, unless they elect to opt out of this testing. Any symptomatic student or staff member at a District facility will be required to undergo a rapid antigen test. Staff or students who opt out of rapid antigen tests may be subject to exclusion from District property until the conclusion of any quarantine period and/or testing process, per guidelines of local, state, and federal health authorities.

1.6.1 **Assigning Students and Staff to COVID-19 Pool Test Batches**

The District will implement a pool testing system. Students will be tested regularly in batches separated by both cohort and also classroom or cohort (e.g., Teacher X's Third Grade Class Cohort A Batch Test). NSEA-represented staff will also be tested regularly, at the same frequency as an individual student. Educators assigned to specific programs or classrooms will include their samples with the batch test of a one of the two student cohorts in the program or classroom to which they are assigned. Educators not assigned to specific programs or classrooms (i.e., STSs, ESAs, nurses, counselors, school assistants, 1:1 paraeducators, etc.) will include their samples with the batch test of a student cohort that does not include the sample of classroom or program staff.

1.6.2 **Administering COVID-19 Pool Tests**

Classroom teachers and staff for grades 2 and above and all programs returning to hybrid in-person learning will observe student COVID testing and collect samples upon completion. Students unable to conduct their own tests will be assisted by staff.

1.6.3 **Administering COVID-19 Rapid Antigen Tests**

The District will provide school nurses with professional development in the administration of rapid antigen tests. If this professional development occurs outside of regular work hours, it will be paid. Once appropriately trained, school nurses will administer a rapid antigen test to a student or staff member who the nurse determines is displaying symptoms of COVID-19 at school, according to local health guidelines. School nurses will not perform rapid antigen tests on family members of District staff or students nor confirmatory tests on any positive batch testing.

1.7 **Positive COVID Batch Tests and/or School COVID Outbreaks**

The District will inform the Association of any positive batch tests involving students and/or NSEA-represented staff members at a District worksite. If there is a COVID exposure and/or

outbreak involving NSEA members at a worksite, the parties shall meet to discuss how to address the health and safety needs of staff and students at the worksite.

1.8 Contact Tracing

The parties agree that contact tracing is an essential component of a return to a safe working environment. The District commits to participating in contact tracing as required by Local, State, and Federal authorities. Both parties strongly encourage all staff to participate whenever participation in contact tracing efforts is voluntary.

1.9 Physical Distancing of Staff and Students

1.9.1 Per OSPI's Reopening Washington Schools: Safety and Health Requirements, the District will limit capacity and implement protocols to maintain a minimum separation as recommended by state and county health departments (six-foot currently) between all employees, students, and others to the maximum extent feasible. If the six-foot guidance changes, the parties will meet to negotiate the impact.

1.9.2 Schools will be required to implement building-specific strategies to increase physical distancing that meet their physical needs and available capacity. Staff will be educated in the language they understand best about coronavirus, the importance of physical distancing, and how to prevent transmission. Buildings should consider:

- a. Rearranging desks/tables to maximize the space between students.
- b. Keeping students in cohorts/clusters to the maximum amount possible.
- c. Reducing the number of students in hallways at any time.
- d. Limiting access to essential visitors or personnel.
- e. Reducing congestion in office areas.
- f. Limiting building use outside of school hours to approved activities.
- g. Assigning alternate workspaces or schedules to staff whose workspaces do not allow for appropriate physical distancing.
- h. Using tabletop plexiglass barriers.

1.10 Personal Protective Equipment

1.10.1 Compliance with guidelines for personal protective equipment is a job expectation for Northshore staff. District-wide protocols regarding PPE usage will be designed to comply with the guidance of all applicable public health agencies. These protocols may change as public health guidance continues to evolve. The District will provide professional development on personal protective equipment requirements, best practices, and consequences of not following these practices to all staff, students, and families.

1.10.2 The District will remind staff and students that dress code policies apply toward personal protective equipment. The District will monitor the supply chain availability for personal protective equipment centrally through the district warehouse, prior to any stage of in-person instruction.

1.10.3 Face Coverings for Staff

Face coverings appropriate for their risk of exposure, per health agency guidance, will be made available for all staff. Staff may also provide their own appropriate face coverings so long as they comply with Department of Health guidance. This would include:

- a. KN95 masks and face shields provided to all nurses.

- b. Face shields for other staff when risk exposure dictates
- c. Face shields for staff who are unable to wear a mask because the individual has a medical condition or disability that makes wearing a facial covering inappropriate and/or transparent face coverings because the individual is deaf or hard of hearing, or is communicating with someone who relies on language cues such as facial markers and expression and mouth movements as a part of communication.
- d. Specific situations regarding unique PPE requirements on the part of the student or staff will be determined on a case-by-case basis at each building in consultation with the building COVID-19 supervisor.

Staff who are medically able to and refuse to comply with guidelines for face coverings will be isolated and excluded from campus.

1.10.4 Face Coverings for Students

The District will provide varying sizes of face coverings for students in the event their face covering is soiled/lost/damaged. The District will provide face coverings to students when needed and upon request. Face shields or other alternatives will be provided to students who are unable to wear a mask because the individual has a medical condition or disability that makes wearing a facial covering inappropriate or because the individual is deaf or hard of hearing, or is communicating with someone who relies on language cues such as facial markers and expression and mouth movements as a part of communication. Other alternatives to cloth face coverings will be determined on a case-by-case basis at each building in consultation with the building COVID-19 supervisor.

1.10.5 Gloves will be made available for staff. Additional PPE (gowns, foot coverings, etc.) will be made available to staff in high-risk classifications when appropriate per health agency guidelines as determined by the building COVID-19 supervisor.

1.10.6 Scrubs for Nurses

Nurses will be reimbursed up to \$200 for the purchase of scrubs associated with work that needs to be done at school and/or a district-sponsored vaccination clinic. Nurses seeking reimbursement must submit receipts and a completed Travel and Expense Claim form.

1.11 **Sanitation, Cleaning, and Disinfection**

1.11.1 The District will clearly communicate all COVID-19 related cleaning and disinfection protocols to staff and families. Cleaning and disinfection protocols for a probable case of COVID-19 will comply with CDC recommendations. Access to areas visited by a probable case of COVID-19 will be restricted until cleaning and disinfection is completed.

1.11.2 All classrooms will be provided with disinfecting wipes and hand sanitizer that have been approved by the EPA for effectiveness and low toxicity. Additional disinfecting wipes and hand sanitizer will be made available in key administrative areas.

1.11.3 The District will provide daily cleaning and disinfection of all classrooms and workspaces, consisting of cleaning and sanitizing all high touch surfaces (i.e., desks, tables, door handles, light switches, pencil sharpeners, etc.). Instructional staff will be expected to keep classrooms as neat as possible, including keeping the floors clear of clutter, and desks and countertops free of items and debris. Staff who serve special education programs will continue to be

expected to clean equipment and devices after individual student use. The District will ensure that staff who service special education programs will be provided with cleaning supplies and technical assistance as needed.

- 1.11.4 The District is committed to preserving books and materials to the extent possible from potential damage from sanitizing solutions and electrostatic sprayers. The District strongly encourages educators to protect books, paper materials, or other sensitive materials in their classrooms or workspaces in covered bookcases, drawers, or closed bins or cupboards. The District will work with Support Services to determine ways to protect library collections and other sensitive District-owned materials from potential damage from sanitation solutions and electrostatic sprayers to the extent possible.
- 1.11.5 Unless previously arranged and approved by the building supervisor with the coordination of Support Services, staff will leave their buildings by 5:30 pm so that cleaning and disinfection may occur.
- 1.11.6 Staff will be responsible for cleaning their own computers and devices. Staff who elect to use school-based computer technology with their students will be responsible for cleaning said technology upon the completion of its use, as directed by the Technology Department.
- 1.11.7 Support Services will create and publish a communication for staff regarding maintenance, air filtration, sanitizing equipment and solution, safety data sheets, and a list of materials and PPE that will be available for every staff member.

1.12 **Ventilation**

- 1.12.1 Ventilation will be set to maximize outside air flow continuously. Filters will be used that provide the maximum filtration recommended for the HVAC equipment of the building and will be changed monthly.
- 1.12.2 The District will maintain its HVAC systems in full compliance with standards endorsed by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) for operation of HVAC during the current pandemic, including the provision of supplemental filtering or airflow to specific workspaces when necessary. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those spaces, the District will make every attempt to provide an employee with an available alternate work location if requested.

1.13 **Building Use**

- 1.13.1 For the remainder of the 2020-21 school year, building events, clubs, performances, and activities will remain virtual so that remote students can participate.
- 1.13.2 Schools will not hold large in person gatherings that are not mandated (i.e., no assemblies, just fire drills). All exceptions must be approved through the Northshore Learns Steering Committee.

Article 2 Spring 2021 Instructional and Service Delivery Model

2.1 Scheduling of ESPs, Schoology Ambassadors, and TRTs

- 2.1.1 The District and Association agree that schools must collaboratively and strategically assign staff to support the diverse student needs at each building. When creating the building schedule, building administrators and SDLTs will ensure manageable workloads and that health and safety plans are created to support student learning.
- 2.1.2 Schools will be allowed the flexibility to assign staff to support students. When assigning staff and building schedules, all RCW and WACs for hourly employee and negotiated agreements will be honored.
- 2.1.3 When creating building schedules, schools will need to be mindful of the following parameters around personnel time:
 - a. Building schedules need to reflect the time it takes for staff to don/doff PPE.
 - b. Building schedules should include flexibility in the way paraeducators and school assistants are assigned duties and responsibilities that may be outside of past practice in order to provide adequate supervision of students when they are not in classroom spaces.
 - c. When scheduling staff for student support, schools will take the initiative to assign support personnel to a specific classroom or cohort of classrooms.
 - d. Administration, in partnership with all SPED team members, may consider a blended service model with team agreements to support the diverse student and building/classroom needs.
 - e. ESPs who were temporarily reassigned during 100% remote learning may continue in their reassigned roles.
 - f. ESPs who were not temporarily reassigned may volunteer to be temporarily reassigned to support hybrid learning in accordance as defined in the Remote vs. In-Person assignment section of this agreement.
- 2.1.4 When ESP reassignment is needed to support student learning and where an ESP volunteer is not available, the district will follow the procedures defined in this agreement under Article 2.11—Displacement.
- 2.1.5 Schools will continue to support ongoing technology needs during hybrid learning. In order to support these ongoing needs, school teams will collaboratively develop plans that may include, but are not limited to:
 - a. Encouraging STSs to refer families and students to the HelpLine in order to prioritize assisting tech set-up and support in building during Community-Building and Bridge times.
 - b. Allowing STSs to support the building technology needs by working remotely or in-person; any disagreements over assignments will be handled by HR, the Association, the employee, and the building administrative team.
 - c. Assigning TRTs to support STS workload where TRTs are employed.
 - d. Allowing interested, capable, and willing staff members to assist STSs.
 - e. Identifying and continuing to utilize the Schoology Ambassadors during hybrid learning to the extent possible.
- 2.1.6 The District and the Association continue to prioritize the health and safety of all staff and students as we transition back to in-person, hybrid learning. Building administrators and SDLTs will consider the following parameters:

- a. Prioritizing staff and student safety when assigning ESPs and STSs to alternative duties and responsibilities in an effort to avoid “cross-contamination” and maintain integrity of class A and B pods.
- b. Examining building classroom and offices spaces to guarantee physically distanced work areas on campus that are separate from other used spaces for ESPs; these spaces may be shared on different days presuming disinfection and cleaning of the space occurs.
- c. Requesting the assignment of workspaces at a different building or work site in the event no adequate safe, physically-distanced, shared work space is available.
- d. Providing transition time to staff who cannot remain physically distanced while outside supervising recess and/or outside their assigned cohort so that they can remove and replace all PPE to safely transition back into an indoor learning environment.

2.2 **Hybrid In-Person Learning Model**

2.2.1 In order to preserve continuity for students and staff, staff will continue to use Schoology as a learning management system, and keep daily schedules as consistent as possible as related to Northshore Learns 3.0. Wednesdays will remain as they were: for small groups, class meetings and supporting students furthest from educational justice. Each building SDLT will work together to:

- a. Best accommodate the arrival and dismissal of students.
- b. Ensure a 30-minute duty free lunch break and 15-minute additional break each day.
- c. Build a lunch/recess and specialist schedule.
- d. Provide a consistent amount of classroom instructional time and specialist time for students in Groups A and B.

2.2.2 Recognizing the transition to a hybrid in-person learning model will change the amount of live instruction students receive, teachers will exercise professional judgement on how to address priority standards in literacy and math. With the change in the amount of live instruction, teachers could consider merging science and/or social studies in literacy and math blocks, for example.

2.3 **Students in Remote Learning Only**

For students participating in remote learning, the intent is for the schedule to remain as it currently is. Generally, this means synchronous classroom instruction will continue to occur on Monday, Tuesday, Thursday, and Friday. Wednesdays remain available for teachers to engage in office hours, small group instruction, etc. Remote learning will also include student participation in specialist classes and access to library books.

2.4 **Delivery Models for Students Receiving Special Services (i.e., SDI, LAP, EL, Highly Capable, Title I, Dual Language, Chinese Language Program, EAP, PACE, and Mental Health)**

2.4.1 The District and Association continue to agree that all students, particularly those who are furthest from educational justice, must have equitable access to their education, regardless of the learning model—hybrid (AA/BB) or fully remote (C)—that families select.

2.4.2 Staff providing special services to students during hybrid in-person learning must have the flexibility necessary to meet the diverse needs of their students, whether they are in a hybrid learning model (AA/BB) or a remote learning model (C). Service delivery models must be

designed so that all groups of students have access to what they need to be academically successful.

- 2.4.3 For this reason, school teams will ensure that staff who provide special services to students can:
- a. Select from a menu of potential service delivery options;
 - b. Collaborate at the school level to design site-specific service models and schedules;
 - c. Schedule student services flexibly within the academic day;
 - d. Prioritize students of greatest need;
 - e. Adhere to all health and safety requirements/guidelines (including the designation of safe workspaces for paraeducators);
 - f. Meet all legal/ state compliance requirements; and
 - g. Adjust student schedules to meet family needs as they emerge.

2.4.4 **Potential Service Delivery Options**

The delivery of LC/MLBL/EL/LAP/Title services could be accomplished via:

- a. Push-in in the following capacities:
 - i. In-person (AA/BB) when staff is provided appropriate PPE (including, but not limited to gowns, gloves, masks, and shields, etc.).
 - ii. Remote (C) when parents elect to continue their current service model.
- b. Pull-out in the following capacities:
 - i. In-person (AA/BB) when (1) parents approve pull-out services during synchronous, on-campus instruction; (2) pull-out groups are comprised of students from within one classroom cohort group (to limit exposure); (3) students/staff are separated by plexiglass barriers; (4) individual student kits are developed in such a way that materials could either be cleaned between rotating groups or assigned to individual students; (5) workspaces that meet the District Health and Safety Protocols, of this agreement, can be provided; and (6) the mental health services outlined in students' IEPs can best be provided in this context.
 - ii. Remote (C) when parents elect not to receive in-person services and technology may be leveraged to utilize small group instruction (e.g., Zoom breakout rooms).
- c. Push-in or pull-out via paraeducator, with supervision by and collaboration with the appropriate certificated case manager and/or teacher.
- d. Interbuilding collaboration for EL/LAP/TITLE, when staff teams consist of two or less staff members, student needs cannot be met with current staffing, and the collaboration is in alignment with HR requirements.

2.4.5 **Special Services Optional Flexible Scheduling**

To provide special services staff with access to students at a wider range of times, staff will have the option to shift their workday schedules based on an analysis of student/parent needs and their own availability. Any flexibly built schedules (and any parameters thereof) must maintain a normal number of workday hours and be submitted for approval to building administrative teams.

2.5 **Asynchronous Day**

- 2.5.1 A child's educational engagement in a hybrid schedule will include both in-building and asynchronous activities. It is recognized that teachers have been innovative and creative with

their asynchronous lessons and should feel encouraged to continue with that work or avail themselves of resources designed in Northshore Learns 3.0. By design, there may be times when the activities will have a clear conceptual connection between the live and asynchronous and other times where it may be a separate stand-alone experience.

2.5.2 Classroom teachers who are providing live instruction to one of their two student cohorts will not be engaging live with the other student cohort who will be participating asynchronously that day.

2.5.3 As some staff and students transition back to a hybrid in-person learning environment, a sensitivity to and focus on a manageable workload is of paramount importance. In order to promote flexibility and site-based decision making, the following considerations are offered as options to help teachers plan their asynchronous instruction. These options are not considered an exhaustive list.

2.5.4 Asynchronous Day Resources

These are options staff can consider when developing asynchronous instruction:

- a. iReady work that aligns with their current level of skill
- b. TCI online science
- c. EPIC reading
- d. RAZ Kids
- e. Woodinville Water District free lessons
- f. Math games
- g. Homework and Remembering activities from Math Expressions
- h. District provided activities such as Seesaw, choice boards, bit mojis and google slides
- i. And other core curricular resources

2.5.5 Asynchronous Day Student Accountability

Mechanisms for helping keep students accountable and organized in their learning:

- a. Create a schedule that will help guide students through their day
- b. Utilize activity in an online learning tool to track attendance

2.5.6 Asynchronous Day Support for Staff

Staff are encouraged to utilize strategies and tools used in previous asynchronous lessons.

Examples could include:

- a. NL 3.0 Schoology group
- b. Lessons from last Spring's remote learning
- c. Building off the successes from Wednesdays
- d. Sending copies/work home with students on live instruction days
- e. Recommended Khan Academy as preparation/review for live days
- f. Pre-recorded lessons as preparation/review for live days
- g. Northshore Home Learning resources page

2.5.7 Asynchronous Day Support for Students

Staff should consider how to scaffold supports to help students maintain connections on their asynchronous days through activities such as:

- a. Social emotional lessons
- b. Lunch for students that are eating school lunch

- c. Zoom lunch bunches, recess, or other connection opportunities
- d. EL/LAP/Title support

2.5.8 Asynchronous Activities for Students

Staff should consider designing asynchronous activities that help students engage in learning such as:

- a. Learning options that don't involve screens
- b. Independent reading
- c. Asynchronous activities that are designed specifically to be done at home

2.6 **Academic and SEL Focus**

2.6.1 As schools implement remote and hybrid learning, there is a need to focus on academic and social emotional learning. Schools will prioritize social emotional learning during the transition to the next phase. This includes a continued focus on PBIS pillars, social emotional lessons, and practicing the routines of being a student in a hybrid or remote learning environment. Specialists will continue to engage in instruction with students to teach in their content area and support social emotional learning. Supplemental services (Learning Center, LAP, EL, Title) will also continue. Teachers will gradually include more of an academic focus.

2.6.2 Current practices will be maintained as appropriate to support student learning. Educators will continue to provide learning opportunities on Wednesdays that support all students. Schools will continue to distribute materials for students engaging in remote learning. A focus on flexibility and site-based decision making should be employed when considering academic and social emotional support for students.

2.6.3 SEL Supports

In this transition, students will need increased social and emotional support. These measures help support social and emotional health. In order for these supports to be realized:

- a. Buildings will provide students with access to counselors and mental health supports in both the hybrid and remote settings and specialists and supplemental services on days when students are not engaged in live or synchronous instruction.
- b. Staff will maintain routines such as class meetings to provide a continuity in experience and provide brain breaks and movement to allow periods of relaxation between concentrated activities.

2.6.4 SEL Supports for Staff

In this transition back to the classroom, staff may feel the need for increased emotional and mental health support. These measures help support social and emotional health for staff. In order for these supports to be realized, building teams will:

- a. Create opportunities for staff to continue check ins and team building with each other (include remote and in-building staff).
- b. Share mental health support with staff (Far West, etc.).

2.6.5 Academic Supports

In order to promote a smooth transition to the next grade level, buildings, and staff should strive to:

- a. Provide similar exposure to academic content in the hybrid and remote learning environment.
- b. Continue to use high leverage instructional practices.
- c. Utilize prioritized learning targets for students in hybrid and remote learning to promote similar exposure.

2.7 **School Supplies**

2.7.1 The District and Association agree that all staff, students, and families will have equitable, timely access to the supplies they need to support teaching and learning. Supplies are defined to include both consumable supplies (e.g., pencils, markers, crayons, etc.) and school-based materials (e.g., white boards, materials manipulatives, Student Activity Books, etc.).

2.7.2 Schools will have the latitude to build their supply lists in accordance with already established expectations. Schools will provide these materials for students. When students are on site for in-person hybrid learning, their consumable and school-based materials will be stored in a student-specific container. Of these items, school-based supplies will be transported between school and home with students when on-site for in-person instruction. Schools will continue to partner with the Northshore Schools Foundation, as needed, to ensure students have access to backpacks and needed consumable supplies. School-provided consumable items will remain at school, within a student-specific container. Each building's SDLT team, in partnership with administration, will determine the student-specific container needs for in-person hybrid students in their buildings. If a student needs additional consumable/school-based supplies as required for specific instruction for at-home (hybrid/remote) learning, those will be provided by the school.

2.7.3 **Supplies for Remote Learning Students**

To provide supplies for students who engage in hybrid learning and students who remain 100% remote, buildings will:

- a. Establish predictable distribution days and times that do not interfere with on campus learning days;
- b. Schedule supply distribution events for times when students are not on campus for hybrid learning (e.g., Wednesday) as needed so that students are able to receive needed supplies; and
- c. Establish distribution events that provide staff with adequate time to prep supplies and distribute them in ways that honor their school communities.

2.7.4 **Supply Distribution Plans**

School-based administrations and SDLTs may modify plans for distribution of supplies, if needed. All supply distribution plans will:

- a. Adhere to the District Health and Safety Protocols, as referenced in this agreement;
- b. Ensure adequate staffing to cover distribution days;
- c. Provide safe and adequate onsite workspace to 100% remote teachers to prepare materials for distribution if their classroom is unavailable for use;
- d. Include a predictable calendar of distribution events for staff and families;
- e. Provide staff flex time for individual/planning time lost during distribution;
- f. Provide individual staff with their own separate supplies to use on these days; and

- g. Use volunteers as needed and if approved by NSD to support distribution days with specific roles and only in accordance with the District Health and Safety Protocols in this agreement.

2.8 Technology

- 2.8.1 The District and Association agree that all staff, students, and families should have equitable access to the District purchased and owned technology they need to support teaching and learning. Technology is defined to include, but not limited to, any Assistive Adaptive Communication (AAC) device, document camera, tablet, laptop, or webcam.
- 2.8.2 Staff returning to the schoolhouse to provide or support in-person instruction and services as part of Northshore’s hybrid model will return the technology they borrowed from their worksite or purchased (and were subsequently reimbursed by the District or building) to their worksite. Staff will utilize worksite-installed technology (e.g., whiteboards, projectors, audio, etc.) already located in their 2020-21 worksites for the remainder of this school year. Staff who were assigned remote learning-specific technology to support student learning (e.g., laptops instead of Chromebooks; doc cameras for at-home use, etc.) will be able to keep such technology through the remainder of our hybrid learning experience.
- 2.8.3 In the event new technology (e.g., TV, whiteboard, webcam, web-based app, software, etc.) is provided to educators, training will be provided about how to use the devices or tools. Opportunities to understand and practice the use of new technology to support learning continuity and class cohesion will be offered. Prior to training or professional development being delivered to the users of the technology, STSs will be apprised of the information so they are equipped to support their colleagues.
- 2.8.4 To ensure adequate technology to support learning is present in every classroom, each school building will create plans to repurpose the available school-based inventory of workstations, Gen 1 iPads, white Chromebooks and other devices into individual classrooms, office spaces or supported learning spaces for the remainder of the school year. Schools will maintain their reserve of technology to cover the emerging needs for students who are engaged in an at-home learning day or who are 100% remote.
- 2.8.5 The parties agree that students participating in hybrid in-person learning should not bring their assigned devices to school, except as needed. If students need to have their assigned devices at school, they will transport that technology to and from school, within an adequate carrying case for protection. Students given AAC devices will similarly transport their devices to and from school. To ensure proper protection of this equipment, “taking care of technology” lessons will be developed by the Instructional Technology Department, distributed to schools and taught to students in advance of being expected to transport their technology devices. Additionally, a technology care checklist based upon the technology care lesson will be developed to ensure students and parents remember how to care for devices and transport them safely.

2.9 Overall Logistics of Non-Instructional Time

Schools and their respective SDLTs, within their established decision-making models, existing district protocols, and agreed-upon bell schedules, and following local, state, federal and district authorities, will have latitude when it comes to the following issues:

- a. Student supervision.
- b. Student movement around campus.
- c. Food distribution.
- d. Technology distribution, utilization, and cleaning (in consultation with STSs and Technology Department).
- e. Shared and common space utilization.

2.10 **Remote vs. In-Person Assignment**

In the hybrid learning model, staff will be needed to support both remote and in-person learning. To determine assignments, the District and Association will jointly conduct a survey of educators' preference for their location. The District will also conduct a parent survey to determine intent to return. Based upon survey results, staff will be placed in remote or in-person assignments. If need be, volunteers will first be sought for unfilled positions. All past practices regarding the use of seniority will apply when determining the placement of any educator in a remote or in-person assignment. If no remote assignment is available to an employee following this process, the employee may use the relevant leave options available to them as described in the Leave language in this agreement, sections a-j.

2.11 **Displacement**

If a temporary displacement in assignment is required to meet student needs during hybrid learning, the process described in 21.92 and 24.41 of the current NSEA and NSD Collective Bargaining Agreement (2019-2022) will be followed. NSEA and NSD will monitor any displacements that occur due to the transition to hybrid learning. If an excessive number of displacements occur, the parties will meet to determine whether any changes to the displacement process are necessary.

Article 3 Transition to the Spring 2021 Instructional and Service Delivery Model

3.1 **Transition Time to In-Person Hybrid Instruction and Services**

3.1.1 The District will provide three release days to all ECEAP and Head Start staff and three release days to all ATP, FSA (K-12), Social Emotional (1-5), Sensory (K-5), Early Childhood, and K-5 staff to transition from remote learning to in-person learning. These release days will occur during the week of March 22 for ECEAP, Head Start, and ATP staff and on March 31, April 1, and April 2 for staff assigned to FSA, Early Childhood, Social Emotional (K-5), and Sensory (K-5) programs. These days will occur on March 29, March 31, and April 1 for K, Grade 1, and Grade 4 and March 30, March 31 and on April 2 for Grade 2, Grade 3, and Grade 5. Elementary specialists will be provided release days during the week of March 29, during which they will provide asynchronous instruction only. Non-specialist K-5 staff who are not otherwise assigned asynchronous release days (e.g., EL, Title, LC) have flexibility on when to schedule their three release days during the week of March 29.

3.1.2 On these release days, staff will conduct building-wide, team/department, and individual activities including, but not limited to:

- a. Preparing materials
- b. Setting up classrooms and workspaces

- c. Collaborating with colleagues
- d. Attending up to one half workday of required building training on:
 - i. Building-specific health and safety procedures
 - ii. PPE usage
 - iii. Emergency drills
 - iv. If relevant, SPED-specific training (S/E, Sensory, FSA, LC, ML, including PPE, using healthy and safe behavior intervention protocols, designated sanitized spaces for room clears)

3.1.3 Transition Time for Remote Educators

Staff who are remaining remote may use asynchronous lessons for up to three additional days prior to working with the new remote cohort (Group C).

3.1.4 Moving Time for Staff Transitioning onto New Construction Campuses

Staff moving onto the Ruby Bridges or the new Skyview and Canyon Creek expansion campuses will be provided paid time to move per the provisions of article 24.41 or 21.92 of the collective bargaining agreement. Staff who must work more than their assigned daily hours to complete their move to one of these new campuses may use professional hours to be compensated for their time.

3.1.5 Return to In-Person Hybrid Instruction and Services Timeline

The following timeline describes dates by which staff in certain job classifications, programs and grades who choose to return to in-person services and instruction will be expected to return.

March 22 – Bridge Weeks Begin

- Elementary Nurses
- Nurses at ATP-Pathways and Sites with ECEAP and Head Start
- 1:1 Paras (if student is returning for Bridge Week activities)

March 29 – ECEAP, Head Start, and ATP Return to In-Person Instruction

- ECEAP and Head Start Staff
- ATP Staff
- Natural Leaders

April 5 – Early Childhood, K-5, FSA (K-12), and Associated Building Staff Return to In-Person Instruction

- FSA Staff (K-12)
- Social Emotional Staff (1-5)
- Sensory Staff (K-5)
- Early Childhood Staff
- Deans
- Elementary Counselors
- Elementary STSs
- Nurses at Secondary Schools with FSA Programs
- Early Childhood SLPs and SLP Assistants
- OT/PTs and OT/PT Assistants**
- Psychologists (may continue testing students in person prior to this date)

- Vision (Cert, 1:1 Para, Transcriber)/Audiologist
- Elementary Mental Health Specialist
- K-5 Classroom Teachers Return
- K-5 EL, Title, LAP Staff Return
- K-5 Mid-Level Blended and K-3 Learning Center Return
- School Assistants Return
- All Remaining K-5 Staff Return

**SLPs and SLP Assistants providing services to early learning students may provide in-person services in a cohort model. SLPs and SLP Assistants providing services to students grades K and above will remain remote, unless mutually agreed by NSEA and NSD.*

***The parties have agreed to allow OT/PTs and OT/PT Assistants to adopt a service delivery model, as described in the March 2, 2021, Therapeutic In-Person Motor Services memo, for the remainder of the 2020-21 school year.*

The timelines of returning to in-person instruction and services for other job classifications, grades, and programs will be determined by the parties in future agreements as necessary.

3.2 **Building Access During Transition Weeks**

Staff who have been providing instruction and/or services remotely from a District worksite may continue to do so during Community-Building and Bridge Weeks. If staff are working on campus and access to their workspaces is requested or required (for example, a parent tour for Community-Building), the District will work with the staff member to ensure that access to their workspace occurs during their non-working hours and/or that access is provided only virtually to anyone other than District staff.

3.3 **Community-Building Days**

3.3.1 The District and Association agree that schools must support student transition to in-person learning via Community-Building activities. Community-Building activities are intended for the parents/guardians of students in the following programs: Early Childhood Education and Assistance Program (ECEAP), Head Start, Early Childhood, Adult Transition Program, K-12 Functional Skills and Academics (FSA), Social-Emotional (1-5), and Sensory (K-5).

3.3.2 The purpose of Community-Building activities is to ensure the parents/guardians of students in the identified programs have opportunities to learn about and understand how to support their students in a hybrid learning model, as well as to become familiar with the program location and even with their student's support team. Community-Building activities are also times when case managers may engage in virtual 1:1 meetings with parents to review paperwork such as IEP updates, Prior Written Notices, Services Matrices, etc.

3.3.3 Sites with programs designated for Community-Building activities have flexibility to design activities that meet the needs of the parents of students in their programs. When designing Community-Building opportunities, considerations must be given to manageable workloads for staff. It is acknowledged that programs and schools should design times for parents/guardians of students in ways that are equitably safe, accessible, and inclusive for all participants.

- 3.3.4 Building administrators and SDLTs with programs will use the following parameters when designing Community-Building activities/events:
- a. Ensuring there are appropriate personnel to support Community-Building activities.
 - b. Considering how to hold these times fully remotely, recorded, and/or using a combination thereof.
 - c. Limiting the total amount of time (i.e., 45-60 minutes) classroom-based staff spend developing and/or engaging synchronously greeting parents and/or providing an explanation of what parents can expect when their student returns to in-person instruction.
 - d. Providing flexibility of workday for staff during Community-Building activities to ensure staff are able to participate.
 - e. Leveraging the Community-Building times to provide access to classrooms and transition time for staff members for the purpose of setting up classroom spaces.
 - f. Ensuring consideration is given to setting up any technology needed to support the Community-Building activities, and ensure the site School Technology Specialist (STS) is able to support the plan.
 - g. Ensuring technology support staff who may need to support Community-Building activities will have had the option to complete a vaccine regimen or have the option to work remotely.

3.3.5 When designing Community-Building activities, STSs have the flexibility to opt to support more than just their worksite.

3.4 **Bridge Weeks**

3.4.1 The District and Association agree that school sites must be used to support student transition to in-person school via Bridge Weeks. Bridge Weeks are intended for students in K-3 who will be returning to buildings for in-person instruction, including any student who receives support through the following Special Education programs: Functional Skills and Academics, Sensory, and Social-Emotional. Students receiving Special Education support through Learning Centers, Mid-Level Blended, as well as students receiving support through English Language, Title I, and/or LAP will participate as members of their K-3 general education classroom.

3.4.2 The purpose of Bridge Week activities is to ensure the students returning to buildings for in-person instruction have opportunities to learn about and understand how to navigate the school space, practice health and safety protocols, and build relationships with peers as an in-person learning community. Educators at the central District office will provide teachers in Grades 4-5 with instructional videos for their students covering this content for their campuses.

3.4.3 To ensure the success of Bridge Week activities, designated staff will be on site to assist students identified as needing additional support to participate in the activities. This will be done through:

- a. Identifying Northshore specially trained staff (i.e., 1:1 nurses, 1:1 paraeducators) to fill these positions
- b. Asking contracted 1:1 nursing and/or 1:1 behavior tech staff to fill these positions if needed

- 3.4.4 Considerations must be given to manageable workloads for staff. Staff who are not specifically assigned to support Bridge Week and who are on campus are not expected to plan for and/or engage in Bridge Week activities. For example, teachers may choose to greet students involved in Bridge Week activities in a physically-distanced manner but will not invite students into classroom spaces or provide any classroom-specific instruction. Staff should be mindful of the possibility that student assignments could continue to change during Bridge Week. At the same time, Bridge Week activities must be equitably safe, accessible, and inclusive for all students and will be staffed to support student needs.
- 3.4.5 Administrative Team (ATM) members, including central office and/or secondary administrators, will be asked to participate in Bridge Week activities to support students who may need help to engage successfully. Additional YMCA Navigators will support students during Bridge Weeks. Navigators will not have access to student data. All Northshore administrative staff and YMCA Navigators supporting Bridge Weeks will be trained by central office leaders. Training will occur on-site, following all health and safety protocols. Individuals will be provided with access to supplemental printed training materials.
- 3.4.6 When students are on campus for Bridge Week activities, teachers and other staff are able to access classrooms to continue teaching and/or for the purpose of setting up classroom spaces. Bridge Week activities will be planned so as not to interfere with staff setting up workspaces or who use classroom spaces for remote instruction. School spaces that must be used (e.g., gym, cafeteria, restrooms, unused classrooms, etc.) for Bridge Week activities will be identified in advance. The majority of activities are intended to be outside and in the largest school spaces.
- 3.4.7 To address the potential re-assignment of students from their current class grouping into a new class grouping:
- a. Students whose families have requested they stay fully remote will engage in up to 60 minutes of virtual classroom and relationship-building activities with their 100% remote teacher during the March 29-April 2 Bridge Week on the days other teachers are preparing for hybrid instruction. Schedules for this time will be determined by School Teams; and
 - b. Students who may have a new teacher as a result of any classroom reassignments will have intentional time allocated for students and teachers to say goodbye and hello; such time will be determined on a school-by-school basis.
- 3.4.8 Bridge Week activities will be developed by Northshore educators. Activities will be differentiated and developmentally appropriate, and accessible to students of all language levels. Schools will contribute information to the Bridge Week planning group so as to ensure activities align with their Positive Behavior Interventions and Supports expectations and language, as well as to confirm their determined use of playground and outdoor spaces.

Article 4 Leaves, Compensation, Evaluation and Effective Dates

4.1 Leaves

- 4.1.1 COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges.

4.1.2 The District shall continue to offer up to 10 days of Emergency Paid Sick Leave (EPSL) as defined under the expired Families First Coronavirus Response Act (FFCRA) to each employee for the following reasons:

- a. The employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination AND is subject to a federal, state, or local quarantine/isolation order due to COVID-19 or close contact with same;
- b. The employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination AND is experiencing symptoms of COVID-19 and seeking medical diagnosis;
- c. The employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination AND is caring for an individual who is subject to a quarantine order or has been advised to self-quarantine; or
- d. The employee has an appointment for a COVID-19 vaccination.

4.1.3 This leave entitlement is a unique and temporary response to a global pandemic and is not expected to be repeated or continued for other vaccine-preventable health conditions in the future. This leave entitlement shall expire at the end of the 2020-21 school year.

- a. **Employees Who are Diagnosed with COVID-19 or Have Suspected COVID-19:**
Employees who are diagnosed with COVID-19 or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site. Such employees may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Only if the employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination, Emergency Paid Sick Leave (EPSL as defined above), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - ii. Leave for illness, injury or emergency;
 - iii. Shared leave;
 - iv. Personal leave;
 - v. Washington Paid Family Medical Leave (PFML);
 - vi. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of the temporary disabling condition;
 - ix. long-term disability benefits; and
 - x. Unemployment benefits.

If after accessing all of these benefits an employee has no option other than an unpaid leave, the District and Association shall meet to discuss other paid leave options.

- b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by Local, State, or Federal health authorities to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Only if the employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination, EPSL (as defined above) with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - iii. Paid administrative leave if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
 - iv. Leave for illness, injury, or emergency;
 - v. Personal leave;
 - vi. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - vii. Unpaid leave of absence for the period of the quarantine; and
 - viii. Unemployment benefits.
- c. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Only if the employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination, EPSL (as defined above) with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - iii. Leave for illness, injury, or emergency;
 - iv. Shared leave;
 - v. Personal leave;

- vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - ix. Unemployment benefits.
- d. **Higher Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Only if the employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination, EPSL (as defined above) with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - iii. Leave for illness, injury, or emergency;
 - iv. Personal leave;
 - v. Unpaid leave of absence for the 2020-21 school year; and
 - vi. Unemployment benefits.
- e. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable Collective Bargaining Agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Only if the employee is in the process of being vaccinated, has been vaccinated, or has a medical condition that prohibits them from receiving a vaccination, EPSL (as defined above) with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - iii. Leave for illness, injury, or emergency;
 - iv. Personal leave; and
 - v. leave of absence for the 2020-21 school year.
- f. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available;
- ii. Emergency Family and Medical Leave (EFML) under the expired FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
- iii. Leave for illness, injury, or emergency;
- iv. Personal leave; and
- v. Unpaid leave of absence for the 2020-21 school year.

The District will continue to seek community partners to provide childcare options to employees.

- g. Employees Who Have a Medical Condition that Prohibits Them from Wearing a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Leave for illness, injury, or emergency;
 - iii. Personal leave;
 - iv. Unpaid leave of absence for the 2020-21 school year; and
 - v. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
- h. Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a medical condition that prohibits them from wearing PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Personal leave; and
 - iii. Unpaid leave of absence for the 2020-21 school year.
- i. Employees Who Otherwise Choose Not to Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of sections a-i above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available;
- ii. Personal leave; and
- iii. Unpaid leave of absence for the 2020-21 school year.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

- j. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider.

4.2 **Compensation**

Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement and this MOU 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 so long as the work related to the contract is appropriately adapted to the learning platform or assignment.

4.3 **Evaluation**

The District shall engage in evaluations for ESP employees per the terms of the NSEA ESP collective bargaining agreement and may do so remotely or in-person.

4.4 **Effective Dates**

This MOU shall be in effect for the remainder of the 2020-21 school year and shall sunset on the last instructional day of the school year unless mutually agreed upon 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 health emergency presented by COVID-19.

Agreed to this 23rd day of March, 2021. Signed this 23rd day of March, 2021.

FOR THE ASSOCIATION:



Timothy Brittell, President – NSEA

FOR THE DISTRICT:



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