

**Memorandum of Understanding
By and Between
The Northshore School District No. 417
and
The Northshore Education Association for ESP Agreement
Related to Grades and Programs Returning April 19, 2021**

The District and Association agree upon this Memorandum to resolve questions regarding employment and District services upon the April 19 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. SDLTs will determine building schedules for regular COVID testing at each worksite. 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 First Period 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 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. Confining students to groups 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 **Events and Building Use**

- 1.13.1 Secondary schools in the Northshore School District will continue to offer events and activities that adhere to local, state, and federal guidelines to support connection among all students. In addition, in order to minimize disruption to schedules whenever possible, there needs to be consistency among schools that are at the same level. In order to support this consistency, while maintaining building-based flexibility, the following parameters shall apply:
 - a. For required activities such as drills, individual high school buildings can choose how to use the flex block after 6th period on Tuesdays and Fridays.
 - b. For required activities such as drills, middle school buildings can use learning lab time and/or homeroom time.
 - c. For four-day weeks (the weeks of 5/28 and 5/31):

- d. Middle schools can make building-based decisions on how to handle 4-day weeks.
- e. Common schedules across high schools are necessary to accommodate cross-enrolled students.
- f. Building events, clubs, and activities will remain virtual so that remote students can participate
- g. When hosting virtual events, schools will continue to provide existing language support/subtitling so that it is accessible to all students.

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 Secondary Instructional and Service Delivery Model

2.1 Following the parties’ agreement for a student cohort-based hybrid in-person instructional model for elementary schools, the parties agreed such a cohort model was incompatible with secondary schedules. When embarking on the task of adapting secondary schedules for hybrid in-person, a number of overarching factors required particular priority, including:

- a. Maximizing inclusive and equitable opportunities for all students to access services and instruction.
- b. Following the health and safety guidelines of all local, state, and federal health agency guidelines, including while providing lunches to students who are unable to go through the school day in cohort groups.
- c. Supporting the unique needs of 6- and 7-period day secondary schedules, including but not limited to IB, AP, CTE, and elective classes.
- d. Maintaining of continuity in routine for students, families, and staff to the maximum extent possible, regardless of preference for in-person or remote.
- e. Providing time for interventions, including for social emotional and mental health supports.

2.2 Similar to Northshore Learns 3.0, teachers will continue providing live instruction for all of their students every day but Wednesdays. In this new hybrid in-person model, students who are engaged in hybrid in-person learning (for example, Group A) will engage in the classroom in-person, while students in the other two groups (for example, Groups B and C) will engage in the same classroom remotely.

2.2.1 Staff may exercise their professional judgement in where they elect to work their remote intervention time and student flex time once students have left campus.

2.3 Middle School Schedule Template (Actual Start/Stop Times Will Vary By School)

GROUP A ON CAMPUS				ASYNC	GROUP B ON CAMPUS			
TIME	MONDAY <small>Group A In-Person Group B & Remote Learners On Zoom</small>	TIME	TUESDAY <small>Group A In-Person Group B & Remote Learners On Zoom</small>	WEDNESDAY	TIME	THURSDAY <small>Group B In-Person Group A & Remote Learners On Zoom</small>	TIME	FRIDAY <small>Group B In-Person Group A & Remote Learners On Zoom</small>
Prior to 8:30 Grab n’ Go Breakfast					Prior to 8:30 Grab n’ Go Breakfast			
8:30-10:05	Period 1/HR	8:30-9:45	Period 4	8:30-8:50	8:30-10:05	Period 1/HR	8:30-9:45	Period 4
10:05-10:10	Passing	9:45-9:50	Passing	Async Attendance (determined by SDLT)	10:05-10:10	Passing	9:45-9:50	Passing
10-10-11:30	Period 2/NB	9:50-11:10	Period 5/NB		10-10-11:30	Period 2/NB	9:50-11:10	Period 5/NB
11:30-11:35	Passing	11:10-11:15	Passing		11:30-11:35	Passing	11:10-11:15	Passing
11:35-12:50	Period 3	11:15-12:50	Period 6/LL		11:35-12:50	Period 3	11:15-12:50	Period 6/LL
12:50-1:00	Grab n’ Go Lunch w/Gradual Dismissal				12:50-1:00	Grab n’ Go Lunch w/Gradual Dismissal		

2:00-2:30	Period 1 (A/B & Remote Intervention Time)	2:00-2:30	Period 3 (A/B & Remote Intervention Time)		2:00-2:30	Period 4 (A/B & Remote Intervention Time)	2:00-2:30	Period 6 (A/B & Remote Intervention Time)
Bio Break (5 minutes)					Bio Break (5 minutes)			
2:35-3:05	Period 2 (A/B & Remote Intervention Time)	2:35-3:05	Flex Time Based on Student Need		2:35-3:05	Period 5(A/B & Remote Intervention Time)	2:35-3:05	Flex Time Based on Student Need
Minutes	260	Minutes	260		Minutes	260	Minutes	260

2.3.1 In this template:

- a. Overall minutes are comparable to current practice.
- b. The first blocks of the days are 75 minutes.
- c. 1st period has Home Room still attached to it (HR).
- d. 2nd period and 5th period have an additional 5 minutes within the class period for a nutritional break (NB).
- e. 3rd and 6th period are 75 minutes each day.
- f. 6th period includes 20 minutes of Learning Lab (LL), which is time to provide targeted academic support.

2.4 High School Schedule Template

	Monday Group A In-Person Group B & Remote Learners On Zoom	Tuesday Group A In-Person Group B & Remote Learners On Zoom	Thursday Group B In-Person Group A & Remote Learners On Zoom	Friday Group B In-Person Group A & Remote Learners On Zoom
Prior to 7:30	Grab n' Go Breakfast			
7:30-8:35	Period 1 (Direct Instruction & Guided Practice)	Period 2 (Direct Instruction & Guided Practice)	Period 1 (Direct Instruction & Guided Practice)	Period 2 (Direct Instruction & Guided Practice)
8:35-8:40	Passing Time			
8:40-9:45	Period 3 (Direct Instruction & Guided Practice)	Period 4 (Direct Instruction & Guided Practice)	Period 3 (Direct Instruction & Guided Practice)	Period 4 (Direct Instruction & Guided Practice)
9:45-9:50	Passing Time			
9:50-10:55	Period 5 (Direct Instruction & Guided Practice)	Period 6 (Direct Instruction & Guided Practice)	Period 5 (Direct Instruction & Guided Practice)	Period 6 (Direct Instruction & Guided Practice)
10:55-11:00	Passing Time			
11:00-12:05	Period 7 (Direct Instruction & Guided Practice)	<i>Flexible Time Based on Student Need (required)</i>	Period 7 (Direct Instruction & Guided Practice)	<i>Flexible Time Based on Student Need (required)</i>
12:05-1:25	Grab n' Go Lunch, Staff Lunch, Bus Travel Time, Cleaning			
1:25-1:55 (on Zoom)	Period 1 (AB & Remote) Intervention Time	Period 2 (AB & Remote) Intervention Time	Period 5 (AB & Remote) Intervention Time	Period 6 (AB & Remote) Intervention Time
1:55-2:05	Bio Break			
2:05-2:35 (on Zoom)	Period 3 (AB & Remote) Intervention Time	Period 4 (AB & Remote) Intervention Time	Period 7 (AB & Remote) Intervention Time	<i>Flexible Time Based on Student Need</i>

2.4.1 Flexible Time Based on Student Need

The use of time following 6th period on Tuesdays and Fridays (“Flexible Time Based on Student Need”) will be a building-based decision. Options for the use of this time must provide instructional minutes per OSPI requirements and include but are not limited to Open Office Hours, Extensions, Special Services, Social and Racial Justice Seminars, Specialists/Intervention, Student Connections, Social Emotional Learning, Counseling Center, Club Time, and/or Mascot Time.

2.4.2 Afternoon Intervention Times

During Intervention Time, teachers will employ a racial and educational justice lens to meeting students as needed. Intervention strategies could include but are not limited to addressing the social emotional needs of students, re-teaching (re-cap, power standards, etc.), pre-teaching (frontloading, going over vocabulary, etc.), or facilitating extension work (students in Hi-Cap, etc.).

2.5 Scheduling of ESPs and Schoology Ambassadors

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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 group 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.
- 2.5.4 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 2.18—Displacement.
- 2.5.5 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. Allowing interested, capable, and willing staff members to assist STSs.

- d. Identifying and continuing to utilize the Schoology Ambassadors during hybrid learning to the extent possible.

- 2.5.6 The Association and the District 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 so that they can remove and replace all PPE to safely transition between working environments.

2.6 **Supervision of Hybrid In-Person Students Whose Teachers Are Working Remotely**

2.6.1 Based on the results of the staff and parent/student surveys, building teams will conduct an assessment of staff resources available for in-person supervision for students of remote teachers at each building. When staff resources are necessary and available to provide in-person supervision for students of remote teachers at a building, the District will provide remote work assignments, per the provisions of section 2.17 in this agreement.

2.6.2 To facilitate hybrid in-person students’ access to teachers who have been assigned to work remotely, the District will provide the staff essential to supervise and support these students while they are onsite. The District will provide additional staff, which could include substitutes as available, additional hours for qualified hourly staff, compensation to certificated staff who provide coverage for this purpose in order to maximize the amount of staff supervision and support available during this temporary period. If buildings must combine hybrid in-person students with multiple remote teachers in the same space, building teams will consider how to limit competing sounds and other stimuli associated with instruction from the other class(es) (e.g., by providing students with headsets as needed, physically separating students by classroom in a large space, etc.).

2.6.3 Buildings with regular additional hours available for this supervision will offer these hours to hourly staff. Because of the unique circumstances of this temporary situation, the Association will allow members of any other bargaining unit to participate in this work for this school year only. If certificated staff supervise the classroom of a remote teacher as a remedy that extends their workday, they will be compensated, per the provisions of article 14.15 in the 2019-2022 Collective Bargaining Agreement. If ESP staff provide supervision as a remedy that extends their workday, they may use professional hours to be paid for the time.

2.7 **Hybrid In-Person Learning Model**

2.7.1 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.

2.8 **Students in Remote Learning Only**

Students participating in remote learning only will continue receiving instruction from their same teachers and will follow the same schedule as students participating in hybrid in-person learning. Remote learning students will continue to have access to library books.

2.9 **Delivery Models for Students Receiving Special Services (e.g., SDI, EL, Highly Capable, and Mental Health)**

2.9.1 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.

2.9.2 Staff providing special services to students must have the flexibility necessary to meet the diverse needs of their students, whether students 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 meet their diverse academic, social/emotional, language, and communication learning needs.

2.9.3 For this reason, school teams will ensure that staff who provide special services to students can:

- a. Maintain current service delivery models to the extent possible;
- b. Select from a menu of potential service delivery options;
- c. Collaborate at the school level to design site-specific service models and schedules;
- d. Schedule student services flexibly within the academic day;
- e. Prioritize students of greatest need;
- f. Adhere to all health and safety requirements/guidelines (including the designation of
- g. safe workspaces for all staff, including paraeducators);
- h. Meet all legal/ state compliance requirements; and
- i. Adjust student schedules to meet family needs as they emerge.

2.9.4 **Potential Service Delivery Options**

The delivery of special services could be accomplished via:

- a. Push-in and/or coteach 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 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 subgroup (to limit exposure);
 - 3) students/staff are separated by plexiglass barriers and/or face shields in the event that they must be closer together than six feet;

- 4) workspaces that meet the District Health and Safety Protocols of this agreement can be provided; and
 - 5) the mental health services outlined in students' IEPs can best be provided in this context.
- ii. Remote 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. Inter-building collaboration for EL, 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.

2.9.5 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 deliver services within scheduled academic blocks (e.g., SDI minutes), intervention time, and on Wednesdays.

Staff 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.

2.10 **Asynchronous Day**

2.10.1 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.

2.10.2 Classroom teachers who are providing live instruction to one of their three student groups will be engaging live with the other two student groups who will be participating synchronously that day. When unique situations arise, the District and the Association will meet to determine and agree upon the best remedies.

2.10.3 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.

2.10.4 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

2.10.5 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.

2.10.6 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, or other connection opportunities
- d. EL/LAP/Title support

2.10.7 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.

2.11 **SEL Focus**

2.11.1 As schools implement remote and hybrid learning, there is a need to focus on 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.

2.11.2 Current practices will be maintained as appropriate to support student learning. 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 social emotional support for students.

2.11.3 SEL Supports for Students

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 all available 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 Homeroom/Advisory and trauma-informed practices to provide a continuity in experience.
- c. Building SDLTs will determine "soft start" activities for Week 1. (Week of April 19th is devoted to transition and how to get support when needed.) Building SDLTs will pay particular attention to students in transition years (6, 9, 12).

- d. Additional school teams may be utilized as appropriate to provide social-emotional supports for students (MTSS, PBIS, Guidance Teams).

2.11.4 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.).

2.12 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.

2.13 School Supplies

2.13.1 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 and school-based materials (e.g., white boards, materials manipulatives, Student Activity Books, etc.).

2.13.2 Schools will have the latitude to build their supply lists in accordance with already established expectations. Schools will provide these materials for students. 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. 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.

2.13.3 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.

2.13.4 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.

2.14 **Technology**

- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 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.
- 2.14.4 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.
- 2.14.5 The District will continue to provide devices (currently Chromebooks) to students who request access to District-provided devices. When 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.

2.15 Performing Arts

Performing arts experiences will be aligned with Washington State Department of Health guidance as established in the K-12 Schools 2020-2021 Guidance [document](#). If the document changes substantively from the version current as of March 23, 2021, the parties will meet to negotiate the impact.

2.16 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.

2.16.1 Non-negotiable issues at the building level and/or SDLT levels, per district safety protocols, include, but are not limited to, the following elements:

- a. There will be no use of lockers during the school day.
- b. There will be no use of locker rooms during the school day.

2.17 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.

2.18 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

The District will provide three asynchronous release days to all secondary staff (excluding FSA and ATP staff, who have already received these release days) on April 7, April 8, and April 9, 2021.

- 3.1.1 The District will create a pool of 100 additional days for staff who need additional time for activities related to transitioning to in-person hybrid instruction and services.
- 3.1.2 In order to recognize the time required for the transition to in-person hybrid learning and services, School Psychologists, OT/PTs, SLPs, Vision Specialists, Audiologists and Counselors will be provided with two extra days added to their extended year contract to be paid at true per diem.
- 3.1.3 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).
- 3.1.4 **Transition Time for Remote Educators**
Staff who are remaining remote may use asynchronous lessons for up to three additional days.
- 3.1.5 **Moving Time for Staff Transitioning onto New Construction Campuses**
Staff moving onto the new Skyview and Canyon Creek expansion campuses will be compensated for their time moving per the provisions of articles 24.41 or 21.92 of the Collective Bargaining Agreement.
- 3.1.6 **Transition Time to In-Person Learning and Services for IEP Modifications**
The parties recognize that IEP case managers may need to send prior written notices and modify IEPs due to the transition to hybrid in-person learning and services for some students and do not yet know what impact this transition may have on their workload. If an IEP case managers' workload significantly increases due to the transition to hybrid in-person learning and services, they should notify NSEA and/or Human Resources and the parties will meet to discuss a possible remedy.
- 3.1.7 **Return to In-Person Hybrid Instruction and Services Timeline**
On April 19, secondary staff who are assigned to return to in-person services and instruction will be expected to return.
- 3.1.8 SLPs and SLP Assistants providing services to students grades K and above will remain remote, unless mutually agreed by NSEA and NSD.

3.1.9 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.

3.2 **Building Access During Transition Week**

Staff who have been providing instruction and/or services remotely from a District worksite may continue to do so during the transition week. If staff are working on campus and access to their workspaces is requested or required, 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.

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