

**Memorandum of Understanding
By and Between
The Northshore School District No. 417
and
The Northshore Education Association for ESP Employees
Related to Health and Safety Protocols and Leave to Address COVID-19 in the 2021-22 School Year**

The District and Association agree upon this Memorandum to address questions regarding health and safety protocols and leave for the 2021-2022 school year.

Article 1 Health and Safety Protocols

- 1.0 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 COVID-19 vaccination requirements will lead to non-disciplinary dismissal. Employees who have an approved medical or religious exemption from receiving the vaccine will not be subject to non-disciplinary dismissal. Failure to comply with other 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 regular 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 COVID-19 subject matter expert for the building. 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 physical distancing of staff and students to the extent possible.
 - c. Protocols regarding the provision and use of Personal Protective Equipment (PPE).
 - d. Protocols regarding sanitation, cleaning, and disinfection.
 - e. Protocols regarding the handling of and communication around suspected and confirmed cases of COVID-19.
 - f. Protocols regarding testing of staff and students to be determined by future guidance from applicable public health agencies.
 - g. Protocols for reporting vaccination status.
 - h. Protocols for vaccination requirements for campus visitors, contracted non-NSD employees working on campus, and volunteers. Effective October 18, 2021, the District will require all volunteers and contracted non-NSD employees working on

campus to follow the same COVID-19 vaccination requirements that apply to NSD employees.

1.4 **COVID-19 Vaccinations**

Both the Association and the District recognize the importance of vaccination as a critical public health tool as we reenter our worksites.

Per Governor Inslee's Executive Order, the full vaccination regimen must be completed and documented by October 18, 2021. Employees who intend to be vaccinated but are unable to meet this date for a valid medical reason will seek an accommodation from the District based on their specific health status.

1.4.1 Accommodations for Unvaccinated Staff with Medical or Religious Exemptions

Unvaccinated NSEA-represented staff with an approved medical or religious exemption will receive a directive to adhere to at a minimum the following conditions of employment:

1. Maintain 6-foot physical distancing from others to the extent feasible within your job assignment.
2. Wear a surgical mask, or better, when on District property at all times other than when you are actively consuming food and beverage. This expectation will remain in effect even in the absence of a state or local mandate. The District will provide surgical masks for you upon request.
3. Consume food and beverage in private, away from other individuals.
4. Submit to periodic COVID-19 testing as requested by the District.

1.4.2 Employees who choose not to be vaccinated and are subsequently dismissed will not be placed on a do-not-hire list based solely on the circumstances of their dismissal. Should they reapply for District employment and meet the conditions of employment, the circumstances of their dismissal will not be considered.

1.4.3 If an employee becomes ill following a COVID-19 vaccine booster dose, the employee will be granted the use of up to one Emergency Paid Sick Leave (EPSL) day to cover the absence. In the event the employee experiences an atypical reaction to the COVID-19 booster vaccine and requires more than one day of leave, the parties will meet to determine the appropriate remedy.

1.4.4 Disclosure of COVID-19 Vaccination and District Record Keeping

The state of Washington requires that staff provide information regarding their vaccination status (including whether the employee has an approved medical or religious exemption that prohibits them from receiving a vaccination). Employees will upload their vaccination information to the secure District Human Resources records system by October 18, 2021.

Employees on leave prior to October 18, 2021, are not required to provide their vaccination information while on leave but must do so prior to returning to their position in order to maintain employment.

1.5 **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.

1.5.1 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.

1.5.2 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 District will follow any guidance or directives from relevant health authorities regarding testing. The parties agree to meet and discuss any changes to testing-related requirements.

1.6.1 District-wide COVID-19 Screening

The parties agree that it is the duty of the Northshore School District to protect the health and safety of our employees and students. We believe that testing for COVID-19 is an essential component of a safe in-person working and learning environment during the current stage of the pandemic, and this testing is applicable to both staff and students.

Students in grades K and above will participate in District-provided regular COVID-19 testing, unless their families elect to opt out of this testing. NSEA-represented staff will also participate in District-provided regular COVID-19 testing unless they elect to opt out of this testing. Unvaccinated NSEA-represented staff with an approved medical or religious exemption will not be allowed to opt out.

1.6.2 Job Duties Related to COVID-19 Screening

Non-nurse educators will not directly collect samples from individual students (i.e. swab noses). Educators are expected to observe, record and collect classroom batch testing sample tubes and individual confirmatory tests. The parties agree that these job duties should not be the duties of classroom educators outside of a public health emergency. This agreement related to job duties is not precedent setting and is not expected to continue beyond the term of this MOU.

1.6.3 Rapid Antigen Testing

Any staff member exhibiting COVID-19 symptoms as outlined by the local health jurisdiction at a District facility will be required to undergo a rapid COVID-19 test. Staff who opt out of rapid COVID-19 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.

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 **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.

1.8 **Physical Distancing of Staff and Students**

1.8.1 The parties agree to adhere to the following current state guidelines regarding physical distancing:

“Physical distancing requirements should not prevent a school from offering full-time, in-person learning to all students/families in the fall. Maintain physical distance of three feet or more between students in classroom settings to the degree possible and reasonable, that allows for full-time, in-person learning for all students. A school’s ability to do so will depend on students’ ages, developmental and physical abilities, and available space.”

1.8.2 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. Limiting access to essential visitors or personnel.
- c. Reducing congestion in office areas.
- d. Limiting building use outside of school hours to approved activities.
- e. Using tabletop plexiglass barriers.

1.9 **Personal Protective Equipment**

1.9.1 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.

- 1.9.2 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.
- 1.9.3 **Use of Face Coverings Indoors**
Per state requirements effective August 23, 2021, the use of face coverings is required in all public places indoors except while eating and drinking or while working alone, with some specific exceptions based on age and disability.
- 1.9.4 **Use of Face Coverings Outdoors**
Except when physically distanced more than six feet and/or during a passing period, the District will require the use of face coverings outdoors during the school day. Masks shall be required for outdoor PE classes. When teaching outdoor classes, PE teachers will make allowances for students to take socially distanced mask breaks.
- 1.9.5 **Face Coverings for Staff**
Face coverings appropriate for their risk of exposure, per health agency guidance, will be made available for all staff. Gaiters and bandanas are not considered appropriate face coverings. 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 and made available to all specialists.
 - b. Face shields with a drape for other staff when risk exposure dictates
 - c. Face shields with a drape 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.
- 1.9.6 **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. Gaiters and bandanas are not considered appropriate face coverings. The District will provide face coverings to students when needed and upon request. Face shields with a drape 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.
- 1.9.7 Gloves will be made available for staff. Additional PPE (gowns, 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 **Sanitation, Cleaning, and Disinfection**

1.10.1 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.

1.10.2 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.

1.10.3 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.

1.10.4 Unless previously arranged and approved by the building supervisor with the coordination of Support Services, staff will leave their buildings by 6:00 pm so that cleaning and disinfection may occur.

1.10.5 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.

1.10.6 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.

1.11 **Ventilation**

1.11.1 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.

1.11.2 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.

1.12 **Back-to-School Events**

Group meetings with parents and students for back-to-school events will be held outside. Only students will be allowed to enter school buildings and classrooms during back-to-school events

(other than restroom and office access as needed). Staggered entry into classrooms is required (e.g. breaking student groups into alphabetical order by last names).

1.13 **Remote Attendance at Staff Meetings and Professional Development**

Employees may join staff meetings and professional development remotely as long as they are joining from a District worksite. The Association and District will meet to review this provision at the end of the first semester.

1.14 **Link, Crew (ILHS), and Web Day**

Face coverings are required for all attendees during all organized outdoor activities associated with Link, Crew, and Web Day.

1.15 **Curriculum Night**

Curriculum nights will be conducted remotely for the 2021-2022 school year.

1.16 **Assemblies**

Assemblies will only be held when physical distancing of 3 feet or greater can be maintained and will be held outdoors to the extent possible. The Association and District will meet to review this provision at the end of the first semester.

1.17 **Elementary Conferences**

For the 2021-2022 school year, educators will provide parents/guardians with the option to access elementary conferences remotely or on site. The District will direct parents/guardians to limit on site attendees to parents/guardians and only the child who is the focus of the conference.

Article 2 Leaves

2.0 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.

2.1 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 an approved medical or religious exemption 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 an approved medical or religious exemption AND is experiencing symptoms of COVID-19 and seeking medical diagnosis; or
- c. The employee is in the process of being vaccinated, has been vaccinated, or has an approved medical or religious exemption AND is caring for an individual who is subject to a quarantine order or has been advised to self-quarantine.

2.1.1 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 2021-22 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 an approved medical or religious exemption, 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 an approved medical or religious exemption, 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 an approved medical or religious exemption, 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. **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.

e. **Employees Who Have a Medical Condition Verified by a Physician's Statement that Prohibits Them from Wearing a Face Covering or Other Required PPE:** An employee who cannot wear personal protective equipment (PPE) required for the employee's assignment, 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. Leave for illness, injury, or emergency;
- ii. Personal leave;
- iii. Unpaid leave of absence for the 2021-22 school year; and
- iv. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

f. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee who does not have a medical condition that prohibits them from wearing PPE required for the employee's assignment, 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. Personal leave; and
- ii. Unpaid leave of absence for the 2021-22 school year.

g. **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 the sections 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. Personal leave; and
- ii. Unpaid leave of absence for the 2021-22 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.

h. **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.

Article 3 Employees without Vaccination Documentation and Nonrenewal Actions

3.0 ESP employees who have not submitted the documentation provided above (i.e. proof of vaccination or an approved religious or medical exemption) or who choose not to be vaccinated shall be offered the opportunity to waive their right to contest their separation from employment under the CBA or Chapter 28A.645 RCW. Those employees who choose to waive their rights to contest separation of employment, shall be placed on unpaid administrative leave effective October 19, 2021. Should such employees present verification of fully vaccinated status to the District after October 18, 2021, they shall have the following rights:

- a. If verified during the 2021-2022 school year, the employee shall have the right to work as a daily substitute and be paid at the substitute rate of pay, or if qualified, be recalled into an open position in the 2021-2022 school year in seniority order.
- b. If verified prior to May 1, 2022, the employee shall, if qualified, be recalled and returned into an open position in the 2022-2023 school year in seniority order, subject to all other provisions of the collective bargaining agreement.
- c. Unvaccinated employees who have chosen this option for unpaid leave in the 2021-22 school year and who are not recalled into a position under subsection a or b above shall have no remaining rights to return to a District position after May 1, 2022, and will be separated from employment with the District without an opportunity to contest such separation under the CBA or Chapter 28A.645 RCW.

Article 4 Reopener

4.0 As state guidelines and requirements change, the parties will meet to discuss these provisions.

Agreed to this 7th day of October, 2021. Signed this 19th day of October, 2021.

FOR THE ASSOCIATION:

Timothy G. Brittell

Timothy G. Brittell (Oct 20, 2021 10:43 PDT)

Timothy Brittell, President – NSEA

FOR THE DISTRICT:

Michelle C Reid

Michelle C Reid (Oct 21, 2021 10:50 PDT)

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