

**Memorandum of Understanding
By and Between
The Northshore School District No. 417
and
The Northshore Educational Office Professionals Association (NEOPA)**

**Related to Health and Safety Protocols, On-Site Expectations, and Leaves
to Address COVID-19 in the 2021-2022 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 staff and students with COVID-19 symptoms from all work 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. The Building COVID Supervisor, in conjunction with the building nurse, shall track the return-to-school date for all staff and students who require quarantine and/or isolation. Employees responsible for tracking student attendance will be notified, subject to confidentiality requirements, of anticipated student absence length. Employee absences will be tracked through the online absence reporting system.
 - f. Protocols regarding testing of staff and students to be determined by future guidance from applicable public health agencies. COVID-19 testing shall not be required of NEOPA members unless required by the 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 non-essential campus visitors, contracted non-NSD employees working on campus, and volunteers to follow the same COVID-19 vaccination requirements that apply to NSD employees.

Article 2 COVID-19 Vaccinations

- 2.0 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. As such, effective October 18, 2021, COVID-19 vaccinations shall be a condition of employment as defined below.
- 2.1 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.
- 2.2 Employees who choose not to be vaccinated shall be dismissed. Such employees 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.
- 2.3 Any leave taken for a vaccine appointment shall be paid leave, and shall not be deducted from the employee's sick leave. Such leave shall be provided in two hours increments up to one full day. (see Leaves, below.) If an employee becomes ill following a COVID-19 vaccine dose, the employee will use their accrued sick leave to cover the absence.
- 2.4 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.
- 2.5 Staff and Students with COVID-19 Symptoms
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.
- 2.6 Health Room and Isolation Room Monitoring
In the absence of a nurse, NEOPA employees shall not be required to monitor health or isolation rooms or to assist with health and safety screenings of staff or students related to COVID-19 safety protocols, other than taking temperatures with a non-touch device, and only if agreed to by the NEOPA employee.

Article 3 COVID-19 Testing, Contact Tracing & Physical Distancing, PPE

3.0 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. COVID-19 testing shall not be required of NEOPA members unless required by the applicable public health agencies.

If required by the applicable public health agency, symptomatic students or staff members at a District facility may be required to undergo a rapid antigen test. If the District requires such testing, it shall be conducted on site by the nurse per public health protocols, or the District shall cover the cost of testing, at the District's discretion. Symptomatic 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.

3.1 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.

3.2 Physical Distancing of Staff and Students

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.”

3.2.1 When requested, NEOPA employees shall be supplied with an adequate plexiglass or similar barrier in office spaces to provide a physical barrier where students and staff enter or receive service from NEOPA.

3.2.2 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.

3.3 Personal Protective Equipment

3.3.1 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.

3.3.2 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.

3.3.3 Face Coverings

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. The District shall provide compliant face coverings for staff, students, and visitors who are not compliant.
- 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.

3.3.4 Student Compliance

- a. The District shall provide those students who arrive at school without appropriate PPE with PPE that meets safety guidelines.
- b. The District shall provide accommodations for the student use of PPE only as required by law.
- c. The District shall create a process by which students who have not been granted accommodations and refuse to wear masks will be promptly identified, removed to a designated safe location, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for student discipline regarding face masks. If a student without an accommodation refuses to wear a mask, and as a result, is excluded from the classroom, NEOPA employees shall not be required to supervise the student.

3.3.5 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.

3.4 Sanitation, Cleaning, and Disinfection

3.4.1 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.

3.4.2 All workspaces 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.

3.4.3 The District will provide daily cleaning and disinfection of all workspaces, consisting of cleaning and sanitizing all high touch surfaces (i.e., desks, tables, door handles, light switches, pencil sharpeners, etc.).

- 3.4.4 Staff will be responsible for cleaning their own computers and devices.
- 3.4.5 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.

3.5 Ventilation

- 3.5.1 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.
- 3.5.2 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.

3.6 Back-to-School Events

- 3.6.1 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).

3.7 Remote Attendance at Staff Meetings and Professional Development

- 3.7.1 Employees may join staff meetings and professional development remotely as long as they are joining from a District worksite, unless in quarantine due to District or Public Health Directive, in which case they may join from home.

Article 4 Leaves and On-Site Work

4.0 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.

4.1 NEOPA employees shall be required to work on site, beginning September 1, 2021. In such cases when an employee has been diagnosed with COVID-19 or has suspected COVID-19 symptoms, has been directed to quarantine, or is caring for someone with COVID-19 or suspected COVID-19 symptoms; the employee may seek approval from their direct supervisor to work from home – rather than utilize the EPSL as defined in Article 4.2 below. Should there be a conflict regarding an employee’s ability to work from home, it shall be elevated to the Human Resources Department for resolution, in consultation with the Association.

4.2 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; or
- 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.

4.2.1 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 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. **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 5 Posting Agreements

5.0 The District shall post this Memorandum of Understanding on the District website, alongside the current Collective Bargaining Agreement, and shall post any successor agreements or updates once finalized.

Article 6 Remote, Partially Remote, or Hybrid Learning:

6.0 Should the District determine or be directed to pivot to any other learning model than fully in-person, the parties agree to meet to negotiate impact. The District and the Association agree to discuss via labor management any modifications needed to this MOU.

Article 7 Effective Dates:

7.0 This MOU shall be in effect through August 31, 2022. All other provisions of the Collective Bargaining Agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this MOU on the 23rd day of August, 2021.

FOR THE ASSOCIATION:

Lyn E. Sherry
Lyn E. Sherry (Aug 30, 2021 10:31 PDT)
Lyn Sherry, UniServ Director

Christy Skurski
Christy Skurski (Aug 30, 2021 11:04 PDT)
Christy Skurski, NEOPA Co-President

Patricia Ponce
Patricia Ponce (Sep 3, 2021 12:24 PDT)
Patty Ponce, NEOPA Co-President

FOR THE DISTRICT:

Michelle C Reid
Michelle C Reid (Sep 10, 2021 07:29 PDT)
Dr. Michelle Reid, Superintendent
on behalf of the Board of Directors