

**Memorandum of Understanding By and Between**  
**Northshore School District No. 417**  
**And**  
**Northshore Educational Office Professionals Association**

**Impacts of Implementation of Hybrid Instructional Model during the COVID-19 Pandemic**

The District and Association agree upon this Memorandum in the context of potential upcoming efforts to move an increasing portion of the District’s teaching and learning program back onto campus, and in the context of the continued COVID-19 pandemic.

As the public health situation continues to evolve, the District and the Northshore Educational Office Professionals Association will continue to work together to renegotiate the impacts of any changes in working conditions.

The agreements below shall address on site working conditions and related issues resulting from the return of students to campus. All provisions of the collective bargaining agreement remain in place unless specifically waived or modified through this or subsequent agreements. This agreement sunsets the August 21, 2020 MoU, “Agreement Regarding Terms of Employment and Impacts of the COVID 19 Pandemic in the 2020-2021 School Year.”

1. **Health and Safety:** District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee’s job. The Northshore School District Health and Safety Protocols described in Northshore Learns 3.0 Appendix C shall also apply to NEOPA employees. In addition, the following specific guidelines shall apply:
  - a. The parties have agreed to separately address the health and safety implications of returning students to campus, which shall be addressed in an MoU titled “Health and Safety Protocols to Support Implementation of the Partially In-Person/Hybrid Model.”
  - b. No parents or visitors will be allowed to enter office areas except for an emergency or maintenance situation. Accordingly, technology and/or materials distribution shall not take place within office areas.
  - c. Prior to opening office space to students or district employees all buildings shall be supplied with an adequate plexiglass or similar barrier in office spaces to provide a protective physical barrier where students and staff enter or receive service from NEOPA. The plexiglass and/or barriers shall serve to protect staff members and reduce the risk of spread of the virus. Employees who feel that the plexiglass barrier is not adequate may request a meeting with the building COVID-19 supervisor to address and resolve the concern. If, after such meeting, the issue remains, it may be referred to the NEOPA Labor Management Committee for resolution.
  - d. As the District moves to a hybrid model in the 2020-2021 school year, the district will support staff and student safety, and assist in the resolution of issues related to violations of COVID-19 safety protocols.
  - e. In no case shall NEOPA employees be required 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.

2. **On-Site Work:**

- a. Employees will not be required to work on site, but will be provided the opportunity to do so should they choose during the District’s “Bridge Week” activities at schools.
- b. Effective April 5 for elementary schools and April 19 for secondary schools, some office professionals will be needed to support in-person learning. Building administrators and NEOPA employees will collectively determine a coverage model that meets the needs of students and staff in that building. This may include staff working on-site, off-site, or a combination of both.
- c. NEOPA employees who work in the District office or other central office locations will work with their supervisors to collectively determine a coverage model that meets the needs of the department. This may include staff working on-site, off-site, or a combination of both.
- d. Employees identified in Governor Inslee’s Proclamation 20-46.2, “High-Risk Employees:” shall not be required to work on site, but will be provided the opportunity to do so should they choose. “High-Risk Employees shall be defined as: Employees who are 65 years or older; Employees whose conditions are listed by the CDC under the “at increased risk” category; and Employees whose conditions are listed by the CDC under the “might be at increased risk” category, but only if, based on the employee’s medical circumstances and workplace conditions, the employee is, in fact, at increased risk for suffering severe illness from COVID-19. In such a case as there is a worksite with no employees able to work on site due to their “High Risk” status, the district will hire a temporary employee (or add temporary hours) to provide basic office coverage, which shall support the high-risk employee’s right to continue to work remotely.
- e. Employees will be only be required to supervise students in a manner consistent with their normal job duties.

3. **Compensation:** Unless a situation arises where the state legislature in special session acts to reduce the 2020-21 district revenues, permanent employees and those employees hired into permanent positions on probationary status, Long-Term Substitutes, and Temporary Employees will continue to be compensated under the terms of the Collective Bargaining Agreement as a result of the school closure(s) related to Coronavirus/COVID-19. In accordance with Sections 11.50-11.90 of the Collective Bargaining Agreement, all extra hours worked by NEOPA employees to facilitate the move to on-campus in-person learning shall be paid at the employee’s regular or overtime rate, whichever is applicable. Employees may use peak hours, overtime hours, or compensatory time. Should a building exceed the peak or overtime hours budgeted for the 2020-2021 school year, the district shall continue to pay employees and shall cover the additional costs.

4. **Vaccinations:** Should the district host COVID-19 vaccination clinics, locate vaccination opportunities for employees or offer COVID-19 vaccinations to employees, NEOPA employees shall have access to the clinics and/or vaccinations. As noted in the collective bargaining agreement, no specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. 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.

5. **Leaves:** 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. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee’s job.

- a. **General Options:** 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 and when outlined below:

- i. The employee is subject to a federal, state, or local quarantine/isolation order due to COVID-19 or close contact with same;
- ii. The employee is experiencing symptoms of COVID-19 and seeking medical diagnosis;
- iii. The employee is caring for an individual who is subject to a quarantine order or has been advised to self-quarantine; or
- iv. The employee has an appointment for a COVID-19 vaccination.

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.

**b. Leave Options for Employees 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 and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Up to ten (10) days of Emergency Paid Sick Leave (EPSL as defined above) under the expired federal Families First Coronavirus Response Act (FFCRA), 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.

**c. Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency 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. 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) paid by the District if the quarantine was due to reported exposure at a District work site; or 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.
- d. **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. 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.
- e. **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 as described in this agreement, below (see paragraph 10 below) (See Article 2 above);
  - ii. 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.
- f. **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. 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. Unpaid leave of absence for the 2020-21 school year.

g. **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 paid, 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 seek community partners to provide childcare options to employees.

h. **Employees Who Cannot Wear 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).

i. **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 documented inability to wear 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.

j. **Employees Who Otherwise Choose to Not 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 paragraphs a-h-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.

- k. **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.
6. **Posting Agreements:** The District shall post this Memorandum of Understanding on the District website, alongside the current Collective Bargaining Agreement, and shall maintain each posted agreement through its expiration date.
7. **2021-2022 School Year:** Should the District determine that it intends to open schools in the 2021-2022 school year in any manner other than full-time, five days per week instruction for Northshore Students, the parties agree to meet and negotiate the impact on working conditions.
8. **Evaluation:** The District shall engage in evaluations for NEOPA employees per the terms of the NEOPA collective bargaining agreement and may do so remotely or in-person.
9. **Committees:** In accordance with Section 14.120 of the NEOPA CBA, NEOPA shall have the opportunity to appoint NEOPA representation on any Implementation Committee, or committee established throughout the 2020-2021 school year for the purpose of discussing and determining implementation details of the Northshore Learns 3.0 model or any other impact of changes to the staffing or instructional models throughout the 2020-2021 school year.
10. **Reclassification:** The parties agree to suspend the reclassification process in the 2020-2021 school year.
11. **Communication:** The district will continue to provide updates regarding recommendations from appropriate Public Health – Seattle & King County and Public Health – Snohomish agencies and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.
12. The District and the Association agree to discuss via labor management any modifications needed to this MOU for July and August 2021.
13. **Effective Dates:** This MOU shall be in effect through August 31, 2021. 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 29<sup>th</sup> day of March, 2021. Signed this 29<sup>th</sup> day of March, 2021.

FOR THE ASSOCIATION:

*Lyn Sherry*

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Lyn Sherry, UniServ Director

*Christy Skurski*

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Christy Skurski, NEOPA Co-President

*Crystal Stephens*

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Crystal Stephens, NEOPA Co-President

FOR THE DISTRICT:

*Dr. Michelle Reid*

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