

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 2022-2023 School Year

The District and Association agree upon this Memorandum to address questions regarding health and safety protocols and leave for the 2022-2023 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, in-alignment with article 2.0. 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 may 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, Quarantine and Record-keeping

- 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. The parties agree employees shall be subject to compliance with any subsequent vaccination requirement imposed by the State.
- 2.1 Employees who are required to be vaccinated but 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.
- 2.2 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.)
- 2.3 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.
- 2.4 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 in compliance with current quarantine and isolation guidelines.
- 2.5 Health Room and Isolation Room Monitoring
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.
- 2.6 COVID Record-keeping
NEOPA employees shall not be responsible for COVID tracking or record-keeping, other than what is required for daily attendance. Should applicable public health agencies require contact tracing, NEOPA employees may be asked to support the COVID Supervisor(s) with documentation and record keeping that is consistent with their job duties (limited to the following: running Synergy reports, attendance, assisting with finding parent contact numbers, calling transportation for video documentation, assisting with student location(s) in classroom(s)).

Article 3 COVID-19 Testing, PPE and Ventilation

- 3.0 The District will no longer be offering District-wide COVID-19 surveillance screening and will continue to make available rapid antigen testing on demand so long as funding for the testing supplies remains available. The parties agree to follow guidance as listed by applicable public health agencies regarding District-wide COVID-19 screening.

The District and the Association agree to meet to discuss specific revisions around COVID-19 surveillance screening should the guidance from local, State, and/or Federal Authorities change.

3.1 Personal Protective Equipment

Compliance with public health guidelines for personal protective equipment and/or face coverings is a job expectation for Northshore staff. District-wide protocols regarding PPE and/or face covering 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. Should public health guidelines require that employees wear PPE and/or face coverings/masks, the District shall provide them.

3.2 Ventilation

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. 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.

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 The District shall continue to offer up to 5 days of Emergency Paid Sick Leave (EPSL) as defined under the expired Families First Coronavirus Response Act (FFCRA) to each employee. Additionally, the District will create a pool of 175 EPSL days for NEOPA employees. The pool may be accessed for COVID-related illness once a NEOPA employee has exhausted their available illness and personal leave and who have exhausted their 5 EPSL days to access as needed. If the pool is exhausted, the District and Association will meet to discuss needs related to the employee COVID Leave.

- 4.1.1 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. The EPSL will sunset on August 31, 2023, unless reinstated by State or Federal entities.

NEOPA employees who meet the following criteria will be eligible for up to five days of EPSL. Employees may seek EPSL pool hours, as described above, if other leave options have been exhausted:

- 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.
- 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.
- 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.
- 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.

Posting Agreements: 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.

Effective Dates: This MOU shall be in effect through August 31, 2023. The parties will meet at the end of the 2022-2023 school year to determine whether extension of this agreement, or a successor MOU, is warranted. 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 9th day of August, 2022.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Lyn E. Sherry

Lyn E. Sherry (Aug 17, 2022 20:12 PDT)

Lyn Sherry, UniServ Director

Michael F. Tolley

Michael F. Tolley (Aug 20, 2022 08:31 PDT)

Michael Tolley, Interim Superintendent
on behalf of the Board of Directors

Christy Skurski

Christy Skurski (Aug 18, 2022 07:51 PDT)

Christy Skurski, NEOPA Co-President

Patricia Ponce

Patricia Ponce (Aug 18, 2022 05:53 PDT)

Patty Ponce, NEOPA Co-President