

**Memorandum of Understanding  
By and Between  
The North Thurston Public Schools No. 3  
and  
The North Thurston Education Association for Certificated Employees**

**Agreement Regarding Terms of Employment and  
Delivery of District Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

For the 2020-21 school year, the North Thurston Public Schools is planning a sustainable and flexible online/remote-only instructional model. There are also potential stages for in-person/online hybrid models that would allow education to pivot at any time between remote, hybrid and in-person learning. These stages will be determined by the impacts of a changing health situation, available resources, and direction from OSPI, our Governor and our Health Department(s). As the public health situation continues to evolve, the District and the North Thurston Education Association will continue to work together to renegotiate these models. Our model of reopening schools, including all potential hybrid learning models, will prioritize the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes, the social-emotional needs of students and staff, and thoughtful financial stewardship.

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. Effective on the date of this MOU, the North Thurston Public Schools Health and Safety Protocols are described in Appendices A & B.
  - a. **Employees who are at an increased risk:** All staff have the opportunity to request accommodations due to increased risk of serious health consequences due to contracting the COVID 19 virus. This request must be made to the North Thurston Public School Human Resources Department. Any staff member who makes such a request may elect to be on remote status until such time that the request has been processed and a final determination has been made.
  - b. **All other employees:** Due to unprecedented impacts on the childcare system due to the COVID 19 pandemic and the current risk to "increased risk" household members, certificated staff shall have flexibility in scheduling, work location and bringing children to the worksite. Such requests must be made in writing to the certificated staff member's supervisor. Any staff member who makes such a request may elect to be on remote status until such time that the request has been processed and a final

determination has been made. No request shall be denied for arbitrary or capricious reasons. The employee will be notified electronically when request is approved. If the request is denied, the supervisor will electronically submit to the employee a written rationale. NTEA President will be cc'd on all denials.

No physician's note or documentation is required for household member requests.

- c. Information about employees who access leave under sections 1a and 1b cannot be used during the evaluative process.

2. **Compensation:** Employees on continuing and leave replacement contracts 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. There shall be no reduction of compensation for any supplemental contracts 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.

3. **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. **Employees with COVID-19/Suspected COVID-19:** Employees who have been 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. Alternative assignment for work/services which may be provided from home; with District provided technology, if applicable - see paragraph (j) below;
- ii. Emergency Paid Sick Leave Act (EPSLA) under the 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 EPSLA cap (\$511/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. 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.)
- viii. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
- ix. 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 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 the employee 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; with District provided technology, if applicable - see paragraph (j) below;
- ii. EPSLA up to the statutory EPSLA cap (\$511/day);
- iii. Paid administrative leave if the employee has exhausted EPSLA, 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 the employee may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment or location for work/services which may be provided from home with District provided technology, if applicable - see paragraph (j) below;
- ii. EPSLA up to the statutory EPSLA cap (\$200/day);
- 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 (FMLA) (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. **Increased-Risk Employees:** Employees who are at an increased 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 the employee 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 or location for work/services which may be provided from home with District provided technology, if applicable - see paragraph (j) below;
  - ii. EPSLA up to the statutory EPSLA cap (\$511/day);
  - iii. Leave for illness, injury or emergency;
  - iv. Personal leave;
  - v. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
  - vi. Unpaid leave of absence for the 2020-21 school year; and
  - vii. Unemployment benefits.

- e. **Increased-Risk Individual in the Employee's Household:** Employees who themselves are not at an increased risk, but have someone in the household who is at an increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation. The employee may choose to come to work at a District work site when required by the employee's assignment or the employee 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 or location for work/services which may be provided from home with District provided technology, if applicable - see paragraph (j) below;
- ii. EPSLA up to the statutory EPSLA cap (\$200/day);
- iii. Leave for illness, injury or emergency;
- iv. Personal leave;
- v. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits); and
- vi. Leave of absence for the 2020-21 school year.

- f. **Employees with Children Impacted by School or Childcare Provider 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 with children when required by the employee's assignment or the employee 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 or location for work/services which may be provided from home, if applicable - see paragraph (j) below;
- ii. EPSLA up to the statutory EPSLA cap (\$200/day);
- iii. Emergency Family and Medical Leave Act (EFMLA) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day);
- iv. Leave for illness, injury or emergency;

- v. Personal leave; and
- vi. Unpaid leave of absence for the 2020-21 school year.

The District will seek community partners to provide childcare options to employees.

- g. **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, the employee 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 or location for work/services which may be provided from home with District provided technology, if applicable - see paragraph (j) below;
  - ii. Leave for illness, injury or emergency;
  - iii. Personal leave;
  - iv. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
  - v. Unpaid leave of absence for the 2020-21 school year; and
  - vi. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
- h. **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 subsections a-g 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 or location for work/services which may be provided from home;
  - 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.

- 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, the employee 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. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- i. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
- ii. Employees quarantined due to possible exposure to COVID-19;
- iii. Employees caring for someone with COVID-19/suspected COVID-19;
- iv. Increased-risk employees or employees with an increased-risk individual in the employee's household;
- v. Employees with children impacted by school care provider closure;
- vi. Employees who cannot wear a mask or other required PPE;
- vii. Employees who choose to not work at a district work site due to concern for safety; and
- viii. Employees who choose to not wear a mask or other required PPE.

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

k. **Alternative Work Assignments Provision Two:** To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:

- i. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
- ii. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
- iii. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
- iv. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- v. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
- vi. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;

- vii. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
- viii. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and
- ix. This provision applies exclusively to the assignments and job duties of NTEA-represented employees, unless agreed to by other bargaining units. NTEA-represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

1. **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 or childcare provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. When the Governor's order regarding "higher risk employees" expires, the parties agree to meet to address future guidance for such employees based on the actions or inactions of the Governor.

**4. Professional Development:** Currently scheduled August 24-26 PD days will be virtual and the employee may choose to work remotely or in the building. Three (3) PD employee directed days (PLC, new learning, webinars, etc.) to be completed September 1<sup>st</sup> through 4<sup>th</sup>, 2020. Staff will have the option of working in building or remotely. Plans will be developed and shared with building administrators.

**5. Instructional and Service Delivery Model:** The instructional and service delivery model is described in Appendix C (TBD) (NTPS Continuous Remote Learning 2.0). Timelines of transitions to models with more in-person instruction will be mutually agreed upon by the District and the Association.

**6. Bargaining Team:** The District and the Association will review the status of the MOU, PD Plan, District Calendar, Safety Plan, Evaluations, Instructional Model, OSPI Guidelines, County Health Recommendations, and CBA, and revise as appropriate throughout the school year.

**7. Communication:** The District will continue to provide updates regarding recommendations and requirements from appropriate public health authorities at the state and county level 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.

**8. Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year, or earlier if it is determined to be safe to bring all students and staff back for in-person instruction. 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.

## **APPENDIX A: HEALTH AND SAFETY CONSIDERATIONS and PROTOCOLS**

District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. The District will review guidance from state and county health departments, and the state Department of Labor & Industries 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.

The building principal will serve as the 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 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. The assigned COVID-19 supervisor will work in partnership with the school nurse.

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: 1. Protocols regarding exclusion of sick staff and students from school sites 2. Protocols for health screenings of staff and students 3. Protocols for physical distancing of staff and students 4. Protocols regarding the use of Personal Protective Equipment (PPE) 5. Protocols regarding sanitation, cleaning and disinfection 6. Protocols regarding the handling of and communication around suspected and confirmed cases of COVID-19.

**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.

**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, training of delegated staff, staffing 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 (quarantine room) for possible cases and each school will follow their existing isolation plan when situations arise.

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.

**Physical Distancing of Staff and Students 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.

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:

- Rearranging desks/tables to maximize the space between students.
- Keeping students in cohorts/clusters to the maximum amount possible.
- Reducing the number of students in hallways at any time.
- Limiting access to essential visitors or volunteers.
- Reducing congestion in office areas.
- Limiting building use outside of school hours to approved activities.

**Personal Protective Equipment:** 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. Compliance with guidelines for personal protective equipment is a job expectation for North Thurston staff.

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.

**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 health agency guidance. This would include: Fitted KN95 masks and face shields provided to all nurses. Face shields for other staff when risk exposure dictates. 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. 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.

**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.

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.

**Sanitation, Cleaning, and Disinfection:** 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.

All classrooms will be provided with disinfecting spray and hand sanitizer that have been approved by the EPA for effectiveness and low toxicity. Additional disinfecting spray and hand sanitizer will be made available in key administrative areas.

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. Status check of each building HVAC equipment shall be provided quarterly or per NTEA President's request.

## **Appendix B**

### **Distance Learning Stages**

Stages for in-person/distance learning hybrid models allow education to pivot at any time between distance, hybrid and in-person learning. These stages will be determined by the impacts of a changing health situation, available resources, and direction from OSPI, our Governor and our Health Department(s). As the public health situation continues to evolve, the District, the North Thurston Education Association, and other North Thurston staff and community members will continue to work together on moving between these stages.

#### **100% Distance Learning: Stage 1**

- All students participate in distance learning.
- All staff participate in distance learning from home or alternate site.
- School buildings closed for access.

#### **100% Distance Learning: Stage 2**

- All students participate in distance learning.
- Staff may choose to work onsite or work remotely for the purpose of planning and delivering online instruction.

#### **100% Distance Learning: Stage 3- with small groups or 5 less students scheduled by teacher/staff**

- Students in greatest need of additional support as identified by staff, participate onsite with in-person instruction 1 or more days a week. All other students participate in distance learning.
- Staff are onsite for the purpose of planning and delivering instruction. Staff may request accommodations or flexibility.

#### **100 % Distance Learning: Stage 4- with more in-person support**

- All students from Stage 3, as well as additional students in need of support (e.g. to include but not limited to: Students with an IEP, Students on a 504, EL Students, Students in hands-on learning courses), participate onsite with in-person instruction 1 or more days a week.
- Staff onsite for the purpose of planning and delivering instruction. Staff may request accommodations or flexibility.

#### **Hybrid Learning: Stage 5- “Dual Platform Learning”**

- At this stage, our public health crisis will be under control, but safety and caution will guide our plans.
- The model will be a hybrid mix of in-person and remote learning available to all students, with full remote learning still an option for students.
- All students participate onsite with in-person instruction two days a week.
- Staff onsite for the purpose of planning and delivering instruction. Staff may request accommodations or flexibility.

**100% In-Person Learning: Stage 6**

- When our public health crisis is confidently mitigated, conditions will allow all students to return to school buildings. All students participate onsite with in-person instruction five days a week.
- Staff onsite for the purpose of planning and delivering instruction.