

MEMORANDUM OF UNDERSTANDING

Between

NAPAVINE SCHOOL DISTRICT

and

NAPAVINE EDUCATION ASSOCIATION

The Napavine School District (“District”) and Napavine Education Association (“Association”) have come together as partners in the midst of the current COVID-19 crisis to protect our employees and serve the critical needs of our students as follows:

1. Work during district closure

- a. When all schools are closed, employees will continue to be compensated for all of their regular and supplemental contracts for work days during the closure as defined in the Collective Bargaining Agreement (CBA). Continued compensation includes all regular pay and health benefits.
- b. During the closure, employees will be required to provide educational services to our students. This will include supporting student learning by providing online lessons, resources and/or learning packets, communication with students and parents, etc. Employees will be expected to check emails and be available for phone calls/virtual meetings during the normally calendared work days during the crisis. Although employees will be allowed to work remotely, this doesn’t preclude the district from asking non-restricted employees to volunteer for on-site services, if allowed by the latest /most current governmental directive. Employees over the age of 60, pregnant employees and those with underlying health conditions are considered exempt and will **not** be required to come to a school building/site. However, all employees may choose to access a school building/site, when open.
 - i. Examples of work that can be done remotely:
 1. Conferencing and communicating with parents, students, and staff; This includes all attempts to contact parents and students, even if parents/students do not respond.
 2. Attending MDT, IEP, parent, department, curriculum, staff and school related meetings (remotely);
 3. Curriculum development;
 4. Teacher direction/organization of student activities;
 5. Participation in committee work, interview teams, etc.;
 6. Providing individual help to students, helping to increase performance and participation of at-risk or special needs students;
 7. Evaluating student work;

8. Improving and maintaining professional skills;
9. Planning with other staff on instructional, curriculum, and student assessments;
10. Integration of new curriculum;
11. Reading and research to increase professional knowledge;
12. Coursework, in-service, training, or staff development for professional growth and preparation;
13. Creation of new instructional materials.
14. Reviewing potential curriculum adoption materials.
15. Checking emails, virtual calls and 2-way communications.
16. Any other duties related to the employee's current assignment.

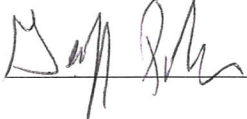
2. LEAVE

- a. No personal, sick or unpaid leave will be deducted from employee leave banks under the following conditions:
 - i. If they complete their typical day by a combination of one or more duties outlined above (Section 1.b.i)
 - ii. If an employee is directed by a health professional or agency to be quarantined for 14 days, either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID- 19.
 - iii. If an employee falls into one of the high-risk categories (adults aged 60 and older, pregnant employees, those with weakened immune systems from medical conditions or treatments). Those situations not stipulated by government directives will be addressed on a case-by-case basis and with physician verification upon request.
 - iv. Employees falling into one of the above categories may be assigned home-based work to the same extent as other staff assigned to their homes during school closure, as outlined in Section 1.b.i above, unless they are experiencing incapacity to work due to illness or caring for others.
- b. If an employee does not meet the criteria in section 2.a.ii, 2.a.iii or 2.a.iv, and requests to be released from all duties on a particular day, they may take leave under their Collective Bargaining Agreement in the same manner as during regular operations (sick leave, personal leave, leave without pay, etc.)
- c. When an employee meets the criteria in section 2i, he or she can verify this by completing a single page verification form similar to a TRIday form. (See attachment).

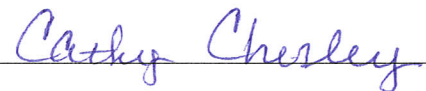
3. **Effective dates** -- This MOU shall be effective March 16, 2020 , and remain in effect until June 19, 2020 or for the remainder of the 2019-20 school year, whichever is later. During the 30 day school closure, staff will not be required to work during Spring Break plus one day, April 6-10 & April 17th (to replace May 22nd snow day), and the dates of April 20-24 as staff will be required to work the week of June 15-19. Staff members will work a total of 19 days during the closure. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting, but is intended to address the specific and unprecedented health emergency presented by COVID-19.
4. **Additional bargaining issues** — In recognition that further guidance is anticipated from state and federal government, the District and Association will revisit topics such as performance evaluation (e.g., TPEP), services to students expected to graduate in 2020 and changes in expectations for special education requirements. They will follow all government directives related to these areas without having to restate them in this MOU. The district and association agree to bargain any other topics that impact employee wages, hours and/or working conditions relative to COVID-19.

Dated this 20th day of March 2020.

For the District:



For the Association:

 3/26/20

Verification of Duties Performed during COVID-19 School Closure

I, _____ do hereby verify that I completed the 19 Day requirement outlined in the COVID-19 MOU for the school year 2019-2020 and am entitled be compensated for all regular and supplemental contracts for work days during the closure as defined in the Collective Bargaining Agreement (CBA). This compensation includes all regular pay, supplemental contracts and health benefits.

Employee Printed Name and Signature

Date