

MEMORANDUM OF UNDERSTANDING
Between
NAPAVINE SCHOOL DISTRICT
and
NAPAVINE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

The Napavine School District (“District”) and Napavine Educational Support Personnel Association (“Union”) 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:

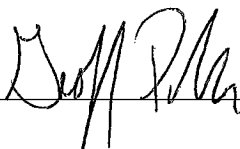
1. Work during district closure

- a. No employee assured either permanent or temporary hours for the 2019-2020 school year shall lose pay as a result of the school closure(s) related to Coronavirus/COVID-19.
- b. During the closure, employees will be required to work their total number of weekly hours (pool of hours) to meet the critical needs of the organization and students as well as professional development opportunities. It is understood that as the situation evolves, work may evolve and require flexibility from all parties. The District will publish directions for employees each week, if necessary, as to who is required to report to a district site, including when and where. The District will seek employee volunteers who are willing to come to the district site first before requiring an employee to report. Employees that volunteer to work their hours on site will get paid their contractual rate of pay for their typical day, without using any leave, regardless of the hours worked regardless of the duties assigned (*example worked 2 hours of food service delivery would equate to one full day of your instructional aide wage and day*). District will seek input from the Union prior to publishing directions to employees. All other employees will be assigned to work from home and not considered on leave. The Union may reopen this paragraph upon request to negotiate the process for collaboration over the critical work to be performed.
 1. Possible on-site services may include, but are not limited too: disinfecting facilities and equipment, grounds work, maintenance work, phone calls to parents (remotely or at District), delivering learning packets, assisting with food service, delivering of meals, etc.
- c. Employees working from home will be available by phone and email during the number of each employee’s regularly scheduled work hours beginning at 8:30 am. Such employees may be called into a district site for their regularly scheduled hours when an urgent need for additional workforce arises (employee volunteers will be asked first).
- d. Employees who need to be released from all duties on a particular day may apply for and take leave under their Collective Bargaining Agreement in the same manner as during regular operations (sick leave, personal leave, leave without pay, etc.)
- e. For school-year only employees, if the District needs to add days to the student calendar pursuant to Section 3, employees will be released from duty during the school closure for an equivalent number of days to those added to the calendar, so that the total number of work days does not increase.

- f. Employees who work at District sites or at home will not work beyond their regularly scheduled hours without advance authorization. Work schedules may be flexed by agreement of the employee and supervisor as long as the total number of weekly work hours does not exceed the employee's normal schedule.
2. **Leave** – During the closure, the following leave shall be treated as a separate leave allowance that is specific and unique to the current public health crisis. No personal, sick or unpaid leave will be deducted from employee leave banks under the following conditions:
- a. 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.
 - b. If an employee falls into one of the high-risk categories or resides with someone who does (adults aged 60 and older, people with weakened immune systems from medical conditions or treatments, pregnancy).
- Employees on such leave 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 above, unless they are experiencing incapacity to work due to illness or care for others.
3. **Making up lost instructional days and time** – The District will follow OSPI guidelines for waivers related to COVID-19. It is currently anticipated that school will be in session through June 19, 2020. If this end date changes for any reason, the District and Union will meet to negotiate impacts.
4. **Funding sources** - As state and federal funds are authorized to mitigate the impacts of COVID-19, this MOU will be interpreted liberally in favor of allowing the District to access those funds to pay for any provision of this MOU for which such funding may be available, especially as it pertains to accessing assistance for paid leave benefits, and to make such changes as may be necessary to access that funding. This MOU may be reopened upon request of the Union to negotiate impacts of any such changes.
5. **Effective dates** – This MOU shall be in effect for the remainder of the 2019-20 school year and shall sunset on August 31, 2020. 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.
6. **Evaluation** – The district shall suspend employee evaluations for the 2019-2020 school year if permitted by law.
7. **Substitute employees** – SEBB eligible substitutes will not be separated from district employment due to the school closure and will retain health care eligibility that existed prior to the school closure.

Dated this 26th day of March, 2020.

For the District:



For the Union: