

**Memorandum of Understanding Between  
Tacoma Education Association  
and Tacoma School District**

The Tacoma Education Association (Association) and the Tacoma School District (District) share in maintaining the health and safety of our Tacoma Public Schools community;

Whereas we are especially concerned because we know the dangers of COVID-19 disproportionately impact communities of color and people in poverty, and;

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2021-2022 school year that substantially affect the working conditions of all Associations' members;

And whereas it is the duty of the District to provide safe and equitable learning conditions for students and staff the parties agree to the following:

**Section I – General Provisions**

- A. As COVID-19 cases continue to be a significant health concern, sites will follow COVID health and safety practices based on state and county health department guidance. The following plan for hybrid remote/in-person learning environments shall only be implemented when the health authority guidance allows a transition.
- B. Districtwide health and safety protocols will be designed to comply with guidance of all applicable public health agencies.
- C. 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.
- D. The District and the Association will review the current COVID-19 committees using the agreed upon Labor-Management structure to align the committees with Section 19 of the Collective Bargaining Agreement.
- E. Every effort will be made to have all District forms set up in a fully online system with virtual signatures. An explanation will be provided to the Association and a mutually agreeable system for signing forms will be determined when we are unable to update a form to be fully virtual.
- F. Distribution of technology and the means to connect to the internet will be done through an equity lens.

## Section II – Continuous Distance Learning

A. To create a seamless and meaningful remote learning plan, the District shall provide the following:

1. Professional growth for staff will be developed in partnership with the Association in accordance with Section 43 of the CBA.
  - a. Professional growth will be provided for staff through District Directed Optional Pay or within the District Directed Professional Development days, Waiver Days, Late Start Building Based Wednesdays, or on Wednesdays through a schedule agreed upon by the District and Association.
  - b. The focus of the professional growth will be on the learning management system (LMS) and how to plan, teach, and assess students through synchronous and asynchronous standards-based lessons within the LMS and in a remote learning environment.
  - c. The District will work in collaboration with the Association to develop training for families at various times to meet their needs.
2. Staff may work remotely for health and safety as long as students are not on campus. Educators of students participating on campus will be on site to serve them. To ensure safe coordination of social distancing, staff will provide a work schedule of days in-building and remote to the Building COVID Supervisor for approval. In the event that the work schedule is not approved, the Building COVID Supervisor shall coordinate with the employee to amend the schedule. Should staff work from their assigned building, standards of occupancy and safety guidelines set by the county and state health department shall be adhered to.
3. Central Administration will provide clear and consistent communication (single-stream) directly to staff and families. Building level communication shared with students and families will be focused on building relationships and providing a learning experience that is both clear and accessible.
4. Compilation and distribution of instructional materials will be handled at the building level. The District will be responsible for acquiring and providing buildings with instructional materials aligned to Priority Standards and curriculum pacing for distribution. Additionally, if a student is unable to access online materials on a District provided device, then the District shall provide a method for all teachers or the District to get print resources directly to students in a timely manner.
5. While we will begin in a full in-person model with health and safety protocols in place, there may be a need to return rapidly to remote or hybrid instruction based on state and county health department guidance.
6. Each educator assigned to work with students will have access to their students through the LMS.
7. To ensure effective coordination of instruction and instructional opportunities, any changes or adjustments to building level master schedules will be reviewed for feedback by SCDM.

8. Related to COVID-19, if leave is required for a staff member or to care for their family, see Section V.
9. Conditions of Work:
  - a. Building and District required meetings will not be scheduled during instructional time. Staff meetings will be scheduled according to Section 47.D.
  - b. Accountability measures shall consist of:
    - i. Daily engagement within the LMS that communicates learning activities and resources in alignment with guidance provided during trainings, responds to inquiries from students/families via Schoology or District email within one (1) business day.
    - ii. Check and engage with email daily.
    - iii. Plan, teach, and assess students through synchronous and asynchronous standards-based lessons within the LMS in alignment with the schedule.
    - iv. Gradebooks will be updated at least every two (2) weeks.
    - v. Record attendance in the District system based on guidance provided by the District.
10. Educational Staff Associates (ESA) shall be provided access to relevant training to assess, instruct, and communicate with students while on the remote learning plan. Caseloads will be monitored, reviewed, and adjusted by the Students Services Deployment Team; ESA needs related to deployment will be escalated through their designated Deployment Representative, escalated to Deployment Team Chairs, and then escalated to designated Student Support Administrator if not resolved at the Representative or Chair level. PPE will be provided at the District's expense for staff and students should the District offer direct intervention to families.
11. The District will identify students who may require in-person instruction. Using a districtwide checklist created collaboratively with the District and Association, IEP teams will determine the instructional model that meets the needs of the students. Any additional paperwork will be agreed upon by the District and Association and will be vetted through Section 46. PPE will be provided at the District's expense for staff and students should the District offer direct intervention to families.
12. In order to provide access to visual communication for Deaf and Hard-of-Hearing staff, students, and families, the District shall provide access to teleconferencing software with a refresh rate of at least 30 frames per second.
13. Teleconferencing software shall have the capability for encryption to permit use in ESA intervention and to meet HIPAA and FERPA requirements.
14. The District will continue to pursue policy review and modifications, including legalities associated with one-on-one teleconferencing with District educators, including, but not limited to, school counselors, school psychologists, teachers,

- and other service providers for the purpose of enhancing the educational experience. Regular updates will be provided to the Association by the District.
- B. To meet the needs of the Whole Child, building stipends will continue to be available for virtual after school clubs and activities.
  - C. To effectively communicate in a timely manner with families during a fully distance teacher model, the District will provide access to a method for calling families through a District system.
  - D. Substitutes will be provided based on the provisions in Section VI.

### Section III – Hybrid Learning Model

#### A. Student and Staff Health Precautions

1. Face coverings: When directed by state and county Department of Health guidelines, all employees, students, and building visitors shall wear a face covering that meets state and county health department guidelines while at a District worksite, except those with an approved accommodation.
  - a. The District shall provide face coverings for all employees and students, including those with mouth windows to facilitate communication with staff and students who are DHH.
  - b. Employees may choose to provide their own face coverings as long as they meet state and county health department guidelines and applicable TPS policies/regulations.
  - c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all required personal protective equipment (PPE) in alignment with expectations established by the state and county health department.
  - d. The District shall provide clear physical dividers to allow for necessary closer interaction for office areas. The District Environmental Health & Safety Manager will determine the minimum requirements for PPE for staff who cannot ensure physical distancing of six feet or more, and individual PPE supplies may be obtained through the Building COVID Supervisor.
  - e. The IEP Team will determine whether students participate in Face-to-Face and/or Remote Learning during Hybrid Learning using the districtwide checklist created collaboratively with District and Association. If the student receives instruction in a face-to-face setting and demonstrates intolerance to PPE, the IEP Team will identify next steps for supporting student learning and safety. If the IEP Team identifies PPE intolerance is the primary concern, the District shall provide appropriate enhanced PPE for all staff working with the student. PPE will be provided at the District's expense for staff and students should the district offer direct intervention to families.
1. Health Screenings: If directed by state and county health department guidance, prior to entering any school facility, students and employees will be screened each

time for COVID-19 symptoms in alignment with district protocols that are aligned to state and county health department expectations. No student or employee will enter any school facility or vehicle if they display any COVID-19 symptoms as determined by the state and county health department. Health screening forms must be provided in the home language of students' families/guardians.

- a. Employees assisting with health screenings shall be provided all appropriate PPE by the District, as described by L&I and the State Department of Local Health Authority.
  - b. Educators working with students who assist with morning/arrival health screenings shall not be assigned students for an amount of time that allows for transition after the health screenings end.
  - c. No employee in a high-risk category as that term is defined by the Governor's proclamation shall be required or expected to assist with health screenings.
  - d. Building COVID-19 Supervisors shall design entry and exit procedures that permit distributed flow of students.
2. Physical Distancing: The District will ensure that appropriate distancing is observed which may limit the capacity for students and staff in any facility and/or classroom.
- a. Common Areas:
    - i. All forward facing counter areas of school offices will be fitted with clear plastic barriers.
    - ii. Floors of offices and hallways will be clearly marked with signage and physical markings.
    - iii. Master schedules and bell schedules will minimize the number of students in learning spaces, hallways, and common areas.
    - iv. In advance of transitioning to Hybrid Learning, each work site will develop, and communicate with staff and families, a process for families to return assignments in a reduced contact manner so that staff are not exposed unnecessarily to in-person interactions.
  - b. Instructional spaces:
    - i. The COVID-19 Supervisor will communicate prior to the first student contact day, with employees and custodial staff regarding the number of students who may be in an instructional space without removing necessary storage and instructional tools. In the event the employee does not agree with this determination, the employee may discuss their concerns with the COVID-19 Supervisor and the Association.
    - ii. District will provide signage around desk placement and flow of traffic in instructional spaces to ensure that appropriate distancing is observed, and instruction is not impeded.

- iii. The District shall provide necessary PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering and feeding.
- 3. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing and/or hand sanitizer as required by the state and county health department-guidelines.
- 4. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms shall be immediately removed from the on-site/classroom settings.
  - a. Once the student or staff member with COVID-19 symptoms is safely isolated by the COVID-19 Supervisor, the classrooms and other facilities used by that person shall be cleaned per the local health authority guidance.
  - b. The District shall provide an isolation room for excluded students to wait for their parents/guardians. This room shall be designated specifically for this purpose. No bargaining unit employee except RNs shall be required or expected to supervise students who are excluded with COVID-19 symptoms and shall be provided necessary PPE for working with COVID-19 infected patients. Employees may volunteer should they choose to do so and will be equipped with the proper PPE for such a circumstance.
  - c. Students and staff with COVID-19 symptoms may not return until they meet state and county health department guidelines.
- 5. Exposure to confirmed COVID-19: Employees who are exposed to any student or other District employee with a confirmed case of COVID-19 shall be notified by the District.
  - a. The District shall assist any employee who is exposed to COVID-19 as described above in being tested for the virus.
  - b. The District shall follow expectations outlined in Section IV.B.1.a-c of this MOU around related leave.
  - c. The employee shall be notified of their exposure by phone and email. A list of those who may have been exposed will be provided to the employee's assigned building(s) COVID-19 Supervisor, and for itinerant employees, their assigned department supervisor to ensure they are unable to enter a District facility.
- 6. Cleaning and disinfection of facilities: The district shall provide custodial support to disinfect all surfaces used by students in between use by different cohorts of students. Cleaning and disinfection will be done following state and county health department guidelines. The District shall also supply sufficient cleaning materials to allow employees to disinfect materials as needed.
- 7. Employees in high-risk categories: The district and the Association will follow Section V of this MOU.

8. Supervision for compliance: The district shall designate a supervisor to monitor employee health and safety. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor. The District and the Association will meet during regularly scheduled labor-management meetings.
- B. Meetings: Meetings, including professional development, of groups of more than the maximum allowable under state and county health department guidelines shall be provided remotely. Meetings of fewer than the maximum allowable under state and county health department guidelines must be held in spaces where social distancing is possible. Staff may work remotely for health and safety as long as students are not on campus.
- C. Training and professional development
1. All staff shall receive training on COVID-19 health and safety precautions prior to the first student contact day during the District Guided Professional Growth hours. Employees hired after the start of school shall receive this training prior to their first day with students. If the state or county health department identifies the need for updated approaches, training will be provided. If additional COVID-19 health and safety precautions training is warranted outside of mandatory professional growth time outlined in the CBA, educators will be compensated through additional funds in alignment with the CBA
  2. Professional growth for staff will be developed in partnership with the Association in accordance with Section 43 of the CBA and may be conducted remotely or in person following proper guidance.
    - a. Professional growth will be provided for staff through District Directed Optional Pay or within the District Directed Professional Development days, Waiver Days, Late Start Building Based Wednesdays, or on Wednesdays through a schedule agreed upon by the District and Association.
    - b. The District will work in collaboration with the Association to develop training for families at various times to meet their needs.
- D. Central Administration will provide clear and consistent communication (single-stream) directly to staff and families. Building level communication shared with students and families will be focused on building relationships and providing a learning experience that is both clear and accessible.
- E. Hybrid Model: In a hybrid model, students engage in face-to-face learning fewer than five days per week within a cohort model and engage in remote learning on other days.
1. Conditions of Work:
    - a. Building and District required meetings will not be scheduled during instructional time. Staff meetings will be scheduled according to Section 47.D
    - b. Accountability measures shall consist of:
      - i. Daily engagement within the LMS that communicates learning activities and resources in alignment with guidance provided

during trainings, responds to inquiries from students/families via Schoology or District email within one (1) business day.

- ii. Check and engage with email daily.
  - iii. Plan, teach, and assess students through synchronous and asynchronous standards-based lessons within the LMS in alignment with the schedule.
  - iv. Gradebooks will be updated at least every two weeks.
  - v. Record attendance in the District system based on guidance provided by the District.
2. If a student's ability to engage in face-to-face instruction is interrupted, a plan of action will be created with the teacher, family, and building administrator.
  3. Each educator assigned to work with students will have access to their students through the LMS.
  4. To ensure effective coordination of instruction and instructional opportunities, any changes or adjustments to building level master schedules will be reviewed for feedback by SCDM.

F. Remote Learning: On Remote learning days, students will be supported by a trained staff person (for example, librarians, elementary instructional coaches, interventionists, TOSAs, and family liaisons) who can successfully implement teachers' plans.

1. The trained staff member will have access to the students' classes within the LMS to align academic supports with assigned learning from the face-to-face teacher.
2. Teachers will support students the best they can when students are engaged in Remote Learning on their assigned remote days. Staff shall not be required or expected to provide remote instruction to students who are assigned to be in-person.
3. If a student is unable to access online materials on a device, then the District shall provide a method for all teachers to get print resources directly to students in a timely manner.

G. Remote instruction during districtwide short-term closures due to COVID-19: No employee shall be required to provide remote live/synchronous instruction if a closure is three (3) consecutive days or shorter.

H. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols.

1. Students will be provided developmentally appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of school, including the possible disciplinary consequences of failure to adhere to the protocols. Students who are new will complete this training prior to attending any classes.
2. Students who willfully and knowingly violate safety protocols may be excluded from the classroom in accordance with the collective bargaining agreement section 54, District policies and regulations, and law.



## Section IV – Full Face-to-Face with Health and Safety Protocols

### A. Student and Staff Health Precautions

1. Face coverings: As directed by state and county Department of Health guidelines, all employees, students, and building visitors shall wear a face covering that meets state and county health department guidelines while at a District worksite, except those with an approved accommodation.
  - a. The District shall provide face coverings for all employees and students, including those with mouth windows to facilitate communication with staff and students who are DHH.
  - b. Employees may choose to provide their own face coverings as long as they meet state and county health department guidelines and applicable TPS policies/regulations.
  - c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all required personal protective equipment (PPE) in alignment with expectations established by the state and county health department.
  - d. The District shall provide clear physical dividers to allow for necessary closer interaction for office areas. The District Environmental Health & Safety Manager will determine the minimum requirements for PPE for staff who cannot ensure physical distancing of six feet or more, and individual PPE supplies may be obtained through the Building COVID Supervisor.
  - e. The IEP Team will determine how students participate in Face-to-Face Learning using the districtwide checklist created collaboratively with District and Association. If the student receives instruction in a face-to-face setting and demonstrates intolerance to PPE, the IEP Team will identify next steps for supporting student learning and safety. If the IEP Team identifies PPE intolerance is the primary concern, the District shall provide appropriate enhanced PPE for all staff working with the student. PPE will be provided at the District's expense for staff and students should the district offer direct intervention to families.
2. Physical Distancing: The District will ensure that appropriate distancing is observed which may limit the capacity for students and staff in any facility and/or classroom.
  - a. Common Areas:
    - i. All forward facing counter areas of school offices will be fitted with clear plastic barriers.
    - ii. Floors of offices and hallways will be clearly marked with signage and physical markings.
    - iii. Master schedules and bell schedules will minimize the number of students in learning spaces, hallways, and common areas.
  - b. The COVID-19 Supervisor will communicate prior to the first Instructional spaces:

- i. student contact day, with employees and custodial staff regarding the number of students who may be in an instructional space without removing necessary storage and instructional tools. In the event the employee does not agree with this determination, the employee may discuss their concerns with the COVID-19 Supervisor and the Association.
  - ii. District will provide signage around desk placement and flow of traffic in instructional spaces to ensure that appropriate distancing is observed, and instruction is not impeded.
  - iii. The District shall provide necessary PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering and feeding.
- 3. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing and/or hand sanitizer as required by the state and county health department-guidelines.
- 4. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms shall be immediately removed from the on-site/classroom settings.
  - a. Once the student or staff member with COVID-19 symptoms is safely isolated by the COVID-19 Supervisor, the classrooms and other facilities used by that person shall be cleaned per the local health authority guidance.
  - b. The District shall provide an isolation room for excluded students to wait for their parents/guardians. This room shall be designated specifically for this purpose. No bargaining unit employee except RNs shall be required or expected to supervise students who are excluded with COVID-19 symptoms and shall be provided necessary PPE for working with COVID-19 infected patients. Employees may volunteer should they choose to do so and will be equipped with the proper PPE for such a circumstance.
  - c. Students and staff with COVID-19 symptoms may not return until they meet state and county health department guidelines.
- 5. Exposure to confirmed COVID-19: Employees who are exposed to any student or other District employee with a confirmed case of COVID-19 shall be notified by the District post contact tracing investigation and health authority review/confirmation.
  - a. The District shall assist any employee who is exposed to COVID-19 as described above in being tested for the virus.
  - b. The District shall follow expectations outlined in Section V.B.1.a-c of this MOU around related leave.
  - c. The employee shall be notified of their exposure by phone and email. A list of those who may have been exposed will be provided to the employee's assigned building(s) COVID-19 Supervisor, and for itinerant employees, their assigned department supervisor to ensure they are unable to enter a District facility.

6. Cleaning and disinfection will be done following state and county health department guidelines. The District shall also supply sufficient cleaning materials to allow employees to disinfect materials as needed.
  7. Employees in high-risk categories: The district and the Association will follow Section V of this MOU.
  8. Supervision for compliance: The district shall designate a supervisor to monitor employee health and safety. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor. The District and the Association will meet during regularly scheduled labor-management meetings.
- B. Staff may work remotely for health and safety as long as students are not on campus, in accordance with applicable District policy, and providing the essential functions of the job can be met. When in-person meetings are required, a rationale will be provided.
- C. Training and professional development
1. All staff shall receive training on COVID-19 health and safety precautions prior to the first student contact day during the District Guided Professional Growth hours. Employees hired after the start of school shall receive this training prior to their first day with students. If the state or county health department identifies the need for updated approaches, training will be provided. If additional COVID-19 health and safety precautions training is warranted outside of mandatory professional growth time outlined in the CBA, educators will be compensated through additional funds in alignment with the CBA
  2. Professional growth for staff will be developed in partnership with the Association in accordance with Section 43 of the CBA and may be conducted remotely.
    - a. Professional growth will be provided for staff through District Directed Optional Pay or within the District Directed Professional Development days, Waiver Days, Late Start Building Based Wednesdays, or on Wednesdays through a schedule agreed upon by the District and Association.
    - b. The District will work in collaboration with the Association to develop training for families at various times to meet their needs.
- D. Central Administration will provide clear and consistent communication (single-stream) directly to staff and families. Building level communication shared with students and families will be focused on building relationships and providing a learning experience that is both clear and accessible.
- E. Remote instruction during districtwide short-term closures due to COVID-19 may occur with at least one (1) workday notice.
- F. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols.
1. Students will be provided developmentally appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of school, including the possible disciplinary consequences of failure to adhere to the

protocols. Students who are new will complete this training prior to attending any classes.

2. Students who willfully and knowingly violate safety protocols may be excluded from the classroom in accordance with the collective bargaining agreement section 54, District policies and regulations, and law.

## Section V – 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 accordance with applicable law.

- 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 as legally applicable under the terms of the collective bargaining agreement (CBA) or law:
  1. Washington Paid Family Medical Leave (PFML);
  2. 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.)
  3. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  4. long-term disability benefits; and
  5. Unemployment benefits.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- 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 may as legally applicable under the terms of the collective bargaining agreement (CBA) or law:
  1. If you were exposed on a district site, access to the benefits will be in the order listed below:
    - a. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely;
    - b. Paid Pandemic leave will be provided for the number of days the public health agency identifies to quarantine per occurrence; or
    - c. 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.

2. If you were exposed away from a district site
  - a. Washington Paid Family Medical Leave (PFML); or
  - b. Family Medical Leave Act (unpaid leave except for continued health insurance benefits)
  - c. Personal leave and/or vacation leave (only available under the terms of some CBAs)

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

**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 may access any or all of the following benefits as legally applicable under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Washington Paid Family Medical Leave (PFML)
2. Family Medical Leave Act (unpaid leave except for continued health insurance benefits)

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- D. 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 apply for an accommodation.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- E. 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 apply for a leave of absence.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- F. **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 apply for a leave of absence.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- 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, may choose to apply for any or all of the following benefits upon presentation of appropriate medical documentation from the employee's health care provider and under the terms of the collective bargaining agreement (CBA) or law:

1. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely (see paragraph I below); and
2. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD), including leave as an accommodation.

- H. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the COVID site manager. Such employees may also have recourse through the Department of Labor & Industries under WAC 296-360-150.

- I. **Accommodated Work Assignments:** When an employee's assignment requires work/services at a District work site and the employee cannot work at a District work site due to an employee's 1) own High Risk status, 2) an employee that cannot wear PPE with a substantiated medical providers recommendation on file, the District may accommodate these circumstances by assigning the employee to an alternate work assignment that can be provided remotely from home when such assignment is required and vacant. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

1. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
2. Higher risk employees;
3. Employees who cannot wear a mask or other required PPE

If two or more employees have equal priority under the conditions above, the District will use 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 duration of the COVID-19 crisis, 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.

Placements will be re-evaluated when instructional models shift.

- J. **Redeployment of Employees during COVID-19:** The Association and District agree to the following limited opportunity for temporary redeployment of employees should the need arise within the District:
1. 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;
  2. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform;
  3. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
  4. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's regular assignment;
  5. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
  6. 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; and
  7. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations.
- K. **Employees Without Proof of Vaccination:** If an employee chooses not to be vaccinated and does not qualify for a medical or religious exemption, the employee will go through the process of non-disciplinary termination of employment. If the vaccine mandate is lifted or the employee has proof of vaccination, they will have access to recall per Section 92 of the certificated CBA and Section 33 of the OP/PT CBA if positions are available, pending background approval. The layoff pool for purposes of this MOU will expire August 1, 2023.

## Section VI – Substitutes

Substitutes' work expectations will be modified for the 2021-2022 school year as follows:

- A. The District will utilize substitutes in accordance with Section 50 of the Collective Bargaining Agreement. Regular TPS employees who serve as substitutes will have access to the teacher of record's' students through the LMS. The login will provide limited access to ensure continuity of instruction.
- B. The appropriate District system will continue to be used to connect employees with substitutes and for substitutes to find remote work assignments.
- C. Substitutes will be able to record hours worked electronically in the appropriate District system.
- D. The District will provide basic LMS training for all substitutes. Substitutes who accept long-term subbing positions will be provided additional training similar to that provided to regular classroom teachers. The District will provide a system for substitutes to access the technology (hardware and software) essential for their assignment.
- E. Substitutes will receive communications from the District concerning tech support, remote working, and identified mandatory substitute training.
- F. Substitutes will be provided paid ongoing PD throughout the school year to support remote learning in alignment with Section 35.C of the Collective Bargaining Agreement.
- G. The District will utilize substitutes when requested per the terms of the Collective Bargaining Agreement.

## Section VII – Transition Model

- A. The district shall prioritize the needs of traditionally marginalized student populations with staggered start for the implementation of the hybrid model.

The District and Association agree to partner as we transition to a higher stage based on the chart below prior to the shift. Each stage will occur for at least three weeks before shifting to a higher stage. Five (5) business days' notice will be given prior to transition from a lower stage to a higher stage in the chart below. In the district wide shift to a higher stage, some buildings may temporarily remain in a lower stage based on local area need.

If local health guidance changes, the parties will meet to discuss.



Stage	Education Modality	Students	Extra-Curricular
1	Remote for most	All students are remote except for students with IEP needs that are unable to be met through remote instruction	Strongly recommend canceling or postponing all in person extra-curricular activities, including sports, performances, clubs, events, etc. Offer option to meet remotely if possible.
2	Remote and Hybrid	All students are remote except for: <ul style="list-style-type: none"> <li>• Student groups defined in previous Stage</li> <li>• preschool,</li> <li>• kindergarten,</li> <li>• students with 0-39% of their school day in Gen-ed*,</li> <li>• lowest proficient EL students new to the US within 12 months, and</li> <li>• Elementary students in the McKinney-Vento Program</li> </ul>	Strongly recommend canceling or postponing all in-person extra-curricular activities. Offer option to meet remotely if possible. Consider low risk activities when all students have some level of in person learning.
3	Remote and Hybrid	All students remote except for: <ul style="list-style-type: none"> <li>• Student groups defined in previous stages</li> <li>• Students in grades 1-2,</li> <li>• students with 40-79% of their school day in Gen-ed*,</li> <li>• Students who receive LAP and,</li> <li>• Secondary students in the McKinney-Vento Program</li> </ul>	Strongly recommend canceling or postponing all in-person extra-curricular activities. Offer option to meet remotely if possible. Consider low risk activities when all students have some level of in person learning.
4	Hybrid	All students	Strongly recommend canceling or postponing all in-person extra-curricular activities. Offer option to meet remotely if possible. Consider low risk activities when all students have some level of in person learning.
5	Hybrid and Full Face-to-Face	All K-5 students full face-to-face and all 6-12 students hybrid	Consider low and moderate risk in person extra-curricular activities in addition to activities running remotely.
6	<u>Full Face-to-Face with Health and Safety Protocols</u>	<u>All K-12 students in full face-to-face with specific health and safety guidance from the state and county health departments.</u>	<u>All in-person extra-curricular activities conducted with health and safety guidance followed.</u>
7	Full Face-to-Face	All K-12 students full face-to-face	All in-person extra-curricular activities conducted normally as is typical for regular school operations

\*unless IEP Team meets to determine an earlier or later stage start

- B. Extra-curricular opportunities and clubs for students shall be made available either in-person according to state and local health department guidelines or shall be provided remotely.
- C. The COVID-19 Supervisor on each campus will identify appropriate eating areas in alignment with guidance from state and county health department. No member represented by the Association shall complete work assigned to other bargaining units.
- D. A rapid return to a previous stage will be initiated in alignment with state and county health department guidance.

This memorandum of understanding will be in effect until the state and county health department authorizes a full resumption to normal school operations at which point employees redeployed or reassigned retain the right to return to their original assignments.

For the District:

 25 Aug 2021

Forrest Griek, Ed.D.  
Director of Labor Relations &  
Whole Educator Support  
Human Resources

For the Association:

 25 Aug 2021

Shannon Ergun  
President - Tacoma Education  
Association