

Memorandum of Understanding

By and Between

The Peninsula School District & The Peninsula Education Association

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 to resolve questions regarding employment and District services in this unprecedented time.

For the first semester of the 2020-21 school year, the Peninsula School District is planning an 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 Peninsula Education Association will continue to work together to implement these models, amend the safety guide, bargain working conditions as necessary and identify essential staff. 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.

The District and Association believe in the professionalism of all staff. It is the strong preference of the District that educators deliver all of their lessons and from the educator's worksite. Exceptions will be made for educators who have been approved for a remote work assignment based on one of the leave categories negotiated in this MOU. If an educator is not approved for a remote work assignment through one of the approved leave categories in this MOU and still wishes to work remotely, they must request and be approved for a remote work assignment. If an employee chooses to work remotely, the employee will send request to Human Resources and that request shall be granted provided there are sufficient assurances (as demonstrated by the employee) that the quality of the educational services offered from the alternate setting will not be compromised, and in this case the employee may be required to return to the worksite if a professionally engaging environment is not provided from the alternate setting. Remote work assignments will not be an option for educators whose students return to schools for in person instruction or services unless those educators are approved for a remote work assignment with the possible exception of employees who are determined to be high risk.

To maintain a professional learning environment virtually without continual interruption the District may, in its discretion, make home assignments available to employees under the conditions outlined herein to avoid the necessity for use of paid leave.

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. The Peninsula School District Health and Safety Protocols (Peninsula School District: Returning to the Workplace COVID-19 Safety Plan) will be distributed electronically to all employees and shall be consistent with the requirements of OSPI and Tacoma-Pierce County Health Department.

- a. *Physical Distancing:* Capacity for students and staff in any facility and/or classroom will follow OSPI and Department of Health guidelines. Prior to the start of Stage IV, the Association and the District will communicate regarding the plan for determining the number of students in individual classrooms based on then current guidance.

- Building administrators will notify staff in advance when classroom furniture will be moved by the District or personal items need to be removed by the employee. Employees required to move classrooms are eligible for compensation per the terms of the collective bargaining agreement.
- Substantial changes made to the guide before each stage will be shared with the Association prior to publishing.

2. Compensation: Employees covered under the collective bargaining agreement 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 contract already in place, as a result of the school closure(s) related to Coronavirus/COVID-19 so long as the work related to the contract will be substantially completed and is appropriately adapted to the learning platform or assignment. Employees should meet as level groups with the appropriate District level supervisor to determine if the work of the supplemental contract can be appropriately adapted during the 2020-21 school year.

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:

- Emergency Paid Sick Leave (EPSL) 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 EPSL cap (\$511/day) by other paid leaves identified below;
- Leave for illness, injury, or emergency;
- Shared leave;
- Personal leave;
- Washington Paid Family Medical Leave (PFML);
- 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.)
- Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- Unpaid leave of absence for the period of the temporary disabling condition;
- Long-term disability benefits;
- Unemployment benefits; and,
- 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 may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- Alternative assignment for work/services which may be provided from home, if available;
- EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;

- Paid administrative leave if the employee has exhausted EPSL, 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;
- Leave for illness, injury, or emergency;
- Personal leave;
- 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.)
- Unpaid leave of absence for the period of the quarantine; and
- 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 may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- Alternative assignment for work/services which may be provided from home, if available;
- EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- Leave for illness, injury, or emergency;
- Shared leave;
- Personal leave;
- Washington Paid Family Medical Leave (PFML);
- Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
- Unemployment benefits.

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

- Alternative assignment for work/services which may be provided from home, if available;
- EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- Leave for illness, injury, or emergency;
- Personal leave;
- Unpaid leave of absence for the 2020-21 school year; and
- Unemployment benefits.

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

- Alternative assignment for work/services which may be provided from home, if available;
- EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- Leave for illness, injury, or emergency;
- Personal leave;
- A furlough option that maintains health coverage

- Leave of absence for the 2020-21 school year.

- 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 choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- Alternative assignment for work/services which may be provided from home, if available and so long as the employee is not needed to provide onsite instruction;
 - EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
 - Leave for illness, injury, or emergency;
 - Personal leave; and,
 - Unpaid leave of absence for the 2020-21 school year.

The District will seek to provide childcare options to employees either internally, through community partnerships, or consider other creative solutions generated by impacted 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, 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:
- Alternative assignment for work/services which may be provided from home, if available;
 - Leave for illness, injury, or emergency;
 - Personal leave; and,
 - Unpaid leave of absence for the 2020-21 school year; and
 - Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
- h. 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, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- Alternative assignment for work/services which may be provided from home, if available;
 - Personal leave; and,
 - Unpaid leave of absence for the 2020-21 school year.
- i. An Employee Whose Assignment Requires On-Site Work But Doesn't Feel Safe To Report:** and who does not fit within the conditions of paragraphs above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- Alternative assignment for work/services which may be provided from home, if available;
 - Personal leave; and
 - 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 296-36-150.

4. Alternative Work Assignments

Provision One: 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 and so long as the educator does not have students with in person instruction. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- Employees who hold the appropriate training, licensing, endorsement, or other qualifications for the position;
- Higher risk employees or employees with a higher risk individual in the employee's household;
- Employees quarantined due to possible exposure to COVID-19;
- Employees caring for someone with COVID-19/suspected COVID-19;
- Employees with children impacted by school closure;
- Employees who cannot wear a mask or other required PPE;
- Employees who choose to not work at a district work site due to concern for safety; and
- 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.

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:

- 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;
- Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
- Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
- Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
- 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;
- 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;
- 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
- This provision applies exclusively to the assignments and job duties of PEA represented employees, unless agreed to by other bargaining units. PEA 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).

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. 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.

5. **Travel:** Travel stipends are suspended until such time that the affected employee resumes in-person duties.
6. **Evaluation:** The District and PEA shall meet prior to October 1, 2020 to discuss evaluation process for the 2020-2021 school year. Such process shall follow OSPI recommendations.
7. **Instructional and Service Delivery Model:**

Effective on the date of this MOU, the instructional and service delivery model is described in the District's 2020-21 Reopening Peninsula Schools Guidebook. Timelines of transitions to models with more in-person instruction will be based upon guidance from OSPI, the Governor's Office and the public health guidelines issued by the state Department of Health.

- a. First Week of Instruction - For the first week of instruction, it is recommended that the work should include the following:
 - Creating connections with parents and students
 - Provide tech training to students and parents
 - Lessons focused specifically on SEL
 - Lessons focused on health and safety protocols related to COVID 19
- b. Curriculum Support
DLI and Student Services will be available to provide educators with additional support regarding adapting or modifying existing curriculum to a remote or hybrid model. Educators desiring this support can submit a ticket to Service Central.

Consistent with Section 3.8 of the collective bargaining agreement, educators accept the responsibility to use discretion professionally to meet the need of students within the scope of Board-adopted curriculum and program. Any supplement of existing curriculum must adhere to professional standards.

- c. Special Education
In order to support the additional paperwork and meetings required for necessary adjustments of IEPs to reflect the modified service model(s) during the COVID school closure, the stipend provided in Section 5.8 for special education teachers, SLP and OT/PT of the collective bargaining agreement shall be increased to \$2750.
- d. Preparations
Consistent with Section 5.20.B of the parties' collective bargaining agreement, the assignment of secondary course preparations, shall be accomplished with the goal of balancing the number of preparations amongst educators in the same department.

8. **Technology:** The Department of Learning and Innovation's team will:
 - support and help facilitate online instruction
 - purchase and provide technology enhancements
 - provide on-line tech support and resources for families and staff to access outside of student hours.
 - provide training on the use of district supported devices

- 9. Joint Committees:** The District and the Association will review the status of and contractual deadlines for joint committees and revise as appropriate.
- 10. Communication:** The district will continue to provide updates regarding recommendations from appropriate Public Health – Tacoma-Pierce County Health Department – 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 are committed to ongoing communication during the school year related to the instructional model and resulting impact on employees.

- 11. 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 at such time 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.

[signed by]

Carol Rivera, PEA President
Signed this 21st day of August, 2020.

[signed by]

Karen Andersen, PSD
Signed this 21st day of August, 2020