

**Memorandum of Understanding
Between PSD and PEA/PESPA
re: COVID-19 for the 2021-22 School Year
December 3, 2021**

The purpose of this Memorandum of Understanding is to commemorate in writing an understanding between the Puyallup School District #3 (District) and the Puyallup Education Association (PEA) and Puyallup Education Support Professionals Association (PESPA) related to the 2021-22 school year and the COVID-19 pandemic.

Background

In response to the continued COVID-19 pandemic:

- On May 13, 2021 the Washington State Department of Health (WDOH) issued health and safety requirements for the 2021-22 school year (updated on September 13, 2021);
- On May 21, 2021 OSPI issued instructional requirements and guidance for the for the 2021-22 school year (updated on September 22, 2021); and
- On August 20, 2021, the Governor issued an Executive Order requiring vaccinations or approved exemptions for all employees before October 18, 2021.

Agreement

The District shall follow all Washington State, Office of Superintendent of Public Instruction (OSPI), Labor and Industries (L&I), Department of Health (DOH), Tacoma Pierce County Health Department (TPCHD), and Center for Disease Control (CDC) recommendations with respect to protecting the health and safety of students and employees in response to the unprecedented and ongoing COVID 19 Pandemic/Crisis. The Superintendent will base his final decisions based on recommendations from these agencies.

1. Instructional Model

For the 2021-22 school year, the Puyallup School District is offering a number of instructional models, including: in-person instruction, remote synchronous instruction, asynchronous remote instruction, and in-person/online hybrid instruction (PDL).

The district is prepared to temporarily shift individual students, classrooms and schools away from in person instruction to synchronous and/or asynchronous remote instruction on an as needed basis.

If a class is directed to quarantine, PEA staff shall have asynchronous plans ready to implement, and will be provided one planning day without students to prepare prior to beginning synchronous remote instruction.

During classroom quarantine, Elementary staff will provide live remote instruction to include a morning meeting, ELA instruction and Math instruction. Any students in the class who are not required to quarantine may be dispersed into other same-grade classrooms for in person instruction as determined by a meeting held with impacted grade level team members and a school administrator.

Throughout the school year, staff must keep Schoology updated. Staff may choose to record or livestream lessons, however, are not required to do so during classroom quarantine.

All models of instruction will prioritize health and safety of staff and students.

Instructional models will be re-evaluated as needed based on data from health authorities to identify opportunities for improvement. Potential transitions between instructional models will be determined by the Superintendent, based on guidance and direction from OSPI, the Governor, and state and local health authorities.

As the public health situation continues to evolve, if a change of instructional models is needed, the District and the Association will work together on preparing for efficient and effective transitions between instructional models.

Employees will not be *required* to provide in-person and remote instruction simultaneously (at the exact same moment of the exact same day).

2. Evaluations

Evaluations for the 2021-22 school year shall be completed in accordance with the CBA and guidance from OSPI regarding the impact of school closures on evaluation. Evaluators may conduct observations remotely if virtual instruction is the active learning model or is the certificated employee's primary assignment. Required evaluations shall be completed with the understanding that employees are working under changing conditions that are somewhat unfamiliar.

3. Recording Lessons

As employees record live instruction for the purpose of asynchronous learning, said recordings may be reviewed if needed, in response to misconduct concerns. Employees shall be held harmless for unintended use by others, provided the lesson was not shared or posted inappropriately by the employee. During these special COVID-19 circumstances, recordings may be used as evaluation evidence with permission of the employee.

To ensure a safe environment in a distance learning model, employees shall not have one-to-one video meetings with students unless a parent/guardian, other employee and/or administrator has been invited to the meeting. The Administrator/parent/other employee is not required to attend but must have the opportunity to join. The parties recognize that Counselors and some Special Education staff have unique roles in which one-to-one video meetings may be needed. In such cases, employees will note such one-to-one meetings on their calendars for transparency to their supervisors, and such meetings will only be scheduled during school hours. If one-to-one meetings are needed outside of school hours, administrators and families will be notified by the employee.

No disciplinary or adverse action will be taken against any employee for events, behaviors or actions that occur in a student's home/participation location during virtual synchronous instruction, nor will an employee be negatively evaluated for any such event.

No disciplinary or other adverse action will be taken against any employee solely on the basis of a web or social media posting made by sources other than the employee.

4. Special Services

If remote learning procedures are unable to adequately meet IEP and/or IDEA requirements as determined by the IEP team, Special Services staff may need to provide in-person instruction that supports the needs of students.

5. Compensation

Employees under contract will continue to be compensated under the terms of the Collective Bargaining Agreement. There shall be no reduction of compensation for supplemental contracts as long as the District still requires the work to be performed and it can be adapted to the instructional mode and health and safety rules in effect.

While no staff member will be required to supervise students during their 30-minute duty free lunch, any staff member agreeing with administration to do so, will be compensated at their regular rate of pay.

6. Face Coverings

- a) The District shall provide 2 cloth face coverings to all employees.
- b) For as long as the health authorities deems them necessary, all employees, students, and building visitors shall properly wear an appropriate face covering that covers the chin, mouth and nose while in any district vehicle or on any district property.
- c) Employees may choose to provide their own face covering, as long as it meets the health authority's criteria and is worn appropriately. All personal face coverings must not be offensive to any person, violate district policy, or create a workplace disruption or interruption to the educational process.
- d) Clear, plastic face shields may be worn by an employee if pre-approved by HR as a medical accommodation, for additional protection along with a face covering, or for specific positions in which wearing a cloth covering limits the ability for the employee to perform their job responsibilities (i.e.: Teacher of the Deaf).
- e) Employees shall properly wear face coverings at all times while onsite, except for when the employee is alone in their classroom or personal office space.
- f) Students without a verified medical, legal, or behavioral reason or recommendation from the IEP team must wear a face covering while on the bus or in a school building. Students may need occasional reminders. Staff are encouraged to utilize the District's Face Covering Strategies and Support Tiers I – III to address issues of noncompliance.
- g) Employees working with students who cannot wear a face covering shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks, face shields, gowns, and gloves, as described by the health authorities.
- h) Employees shall have access to appropriate PPE at their worksite. Employees will notify the building COVID Coordinator or appropriate administrator when additional PPE is needed to help ensure supplies are readily available before exhausted.

7. Physical Distancing

For as long as the health authorities deems it appropriate, students and employees must abide by physical distancing requirements.

- a) In special circumstances when employees must perform tasks that cannot be accomplished with physical distancing, the district shall provide appropriate PPE and training.
- b) Prior to employees or students being onsite, the District shall determine the number of students that may be in a classroom or other facility while observing physical distancing, based on recommendations from the health authorities. Questions about classroom configurations and maximum occupancy may be discussed with the building principal.

8. HVAC / Air filters

The District will adjust HVAC systems to allow for maximum continuous air flow and outside air to all spaces. Additionally, HVAC filters will be changed four times each year. The District will provide air purifiers with a HEPA filter for elementary interior classrooms, all elementary music classrooms, and JH/HS band and choir classrooms.

Employees who are working in classrooms not listed here may discuss any HVAC questions or concerns with their building Principal and the Assistant Superintendent of Operations and may make a request for an air purifier for their classroom or workspace in writing. If the employee's request is denied, the principal and/or Assistant Superintendent of Operations will provide specific rationale for the decision in writing within two weeks of the request.

9. Front Office Areas

In office areas where students/visitors may enter, appropriate signage, floor marking and directions will be posted, to help ensure health authority recommendations for physical distancing, one-way traffic, etc. are communicated and adhered to.

10. Meetings

Employees who are gathering for meetings must adhere to health authority recommendations for physical distancing, cleaning, wearing face coverings, etc.

11. Isolation of students and staff with COVID-19 symptoms

Students and employees who display COVID-19 symptoms shall be immediately removed from the school/classroom setting.

- a. The District shall follow health authority guidelines for closure of spaces or facilities as well as any required notifications.
- b. The district shall provide an isolation room for students to wait for their parents/guardians. This room shall be designated specifically for this purpose.
- c. Health room staff may assist with screening and supervision and shall be provided appropriate medical grade PPE for working with suspected or confirmed COVID-19 patients.
- d. A student who is sent to the isolation room must be cleared by the District's Health Services Coordinator and/or school nurse before being allowed to return to school.

12. Supervision for compliance

The building's COVID Coordinator will assist in monitoring student health and safety related to COVID-19. Employees are encouraged to report to the Coordinator and/or building administrator any person in violation of appropriate health and safety protocols.

If reported to the Coordinator, they will inform administration who will address the issue while keeping the identity of the person making the report confidential.
Repeated violations shall be reported to Human Resources for additional follow up.
There will be no reprisal for individuals reporting truthful information.

13. Leave entitlements

Employees will use their contractual leave entitlements for absences related to COVID, except as noted in Section A below

A. Onsite Exposure to COVID-19:

Any employee directed to quarantine or isolate by the district due to exposure onsite while engaging in their work responsibilities and adhering to district health and safety expectations, will be provided with a temporary remote work option, if available, or will remain in a paid status without use of the employee's leave entitlements for the duration of the District-directed quarantine. The assigned temporary work will be appropriate to the bargaining unit but may be different than the employee's normal work responsibilities.

For any employee directed by the district to quarantine who then tests positive for COVID-19 due to district confirmed exposure onsite while engaging in their work responsibilities and adhering to district health and safety expectations (not for: personal exposure, the remote work or paid leave status will be extended throughout the employee's required isolation period. A healthcare professional's note may be required to confirm a positive/negative test result.

B. Personal Exposure to COVID-19:

Any employee directed to quarantine or isolate because of personal exposure or exposure due to not adhering to health and safety expectations will be allowed to use their own leave entitlements as needed, to quarantine. Leave without pay will not be allowed until the employee's available paid leave entitlements have been exhausted. In some cases, the district may assign the employee to remote work within the bargaining unit on a temporary basis depending on the position, work needed, and students served. This determination would be made on a case-by-case basis by the district and would be dependent on the employee being well enough to continue working. A healthcare professional's note may be required to confirm a positive/negative test result.

C. Health Emergency Labor Standards Act (HELSA):

Consistent with HELSA, any employee who tests positive for COVID-19 may file a Worker's Compensation Claim and will be presumed to have contracted COVID-19 at work unless the District provides a preponderance of evidence to prove otherwise. If the claim is approved, regular contractual parameters of Workers Compensation shall apply.

14. Vaccination/Exemption requirement:

Per the Governor's Executive Order, all employees are required to provide proof of vaccination for COVID-19 or be approved for a religious or medical exemption from the COVID-19 vaccination, no later than October 18., as a condition of employment.

If an employee chooses not to be vaccinated and/or does not qualify for a medical or religious exemption, the employee will go through the process of non-disciplinary termination of employment.

15. Safe Working and Learning Environment:


The District and Association are committed to providing a safe working and learning environment onsite for students and staff. The parties will continue to discuss any COVID-related safety concerns through labor management.

Duration


This MOU shall become effective upon full agreement and signature by the parties and shall remain in effect throughout the 2021-22 school year. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts.


All other provisions of the collective bargaining agreement shall remain in full force and effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

For the District:


Amie Brandmire
Assistant Superintendent of Human Resources
Date: 12/3/21

For the Associations:


Bob Horton
PEA President
Date: Dec. 3, 2021


Jenna Slott
PESPA President
Date: 12/3/21