Memorandum of Understanding

between

Tukwila School District

and

Tukwila Education Association

The purpose of this Memorandum of Understanding is to commemorate, in writing, an understanding between the Tukwila School District (District or TSD) and the Tukwila Education Association (Association or TEA) related to the COVID-19 virus outbreak for the 2020-2021 School Year.

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Background

The COVID-19 pandemic continues to create a public health emergency, and the Office of the Superintendent of Public Instruction and other state agencies have issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of Association members. As it is the duty of the District to provide safe and equitable learning conditions for all students that explicitly serves students of color, students

living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services, the parties agree to the following

Section 1: Health and Safety

1. The Tukwila School District will adhere to all of the safety and health requirements necessary to ensure the safety of staff who work on site. This includes enabling and enforcing appropriate social distancing guidelines and limits to group size; cleaning, sanitation, and disinfection of work spaces; health screenings; PPE provision and enforcement; and any other recommendations/guidelines as prescribed by all applicable public health agencies.

2. 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.

3. **Return to in person learning**. The District will follow the recommendations of the 8/5/2020 WA State Department of Health (DOH) "Decision Tree for Provision of In Person Learning."

    a. The District and Association will jointly create a recommendation to the Superintendent and School Board for how gradual in person services will be offered in accordance with DOH recommendations.

    b. COVID-19 activity level will be measured using King County Public Health Department reported cases.

    c. If the DOH makes changes to guidance concerning recommendations (e.g. DOH makes updates to Decision Tree referenced above) for in person learning, the District and Association will consider that guidance when creating recommendations as reference in subsection a above.

4. **Exposure to COVID-19**. Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible, in line with DOH guidance.

    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 will reimburse any employee for out-of-pocket expenses, including mileage/parking/other costs, related to COVID-19 testing when an employee has been exposed to a student or staff member as described above.

c. The district will provide leave benefits for any employee not able to return to work as they await the results of COVID-19 testing because of exposure as described above, or alternative assignment (See Section 5).

5. **Essential Services.** In the event of an emergency closure of school(s), non-essential onsite work will be delayed until such time as it is deemed appropriate and safe for schools to reopen and staff are returned to onsite work to prepare for students to return. If onsite work is deemed necessary to provide vital services to students and the community, site administrators will communicate the work needed to staff, and together they will work to schedule a time/day to report to accomplish the task(s), given the employee is not receiving accommodations or on any other leave as described in Section 5 below.

6. **Safety Training**. All staff shall receive professional development and training on COVID-19 health and safety precautions and procedures during the first days back in school/district buildings and as changes happen to safety recommendations. Employees, including substitutes, hired after the start of school, as well as substitute employees, shall receive this training prior to their first day with students. This training shall be paid at the appropriate per diem/hourly rate for all staff if it is not scheduled on a previously scheduled district- or building-directed day. This training may not be scheduled on an educator-directed day or during educator-directed time.

7. **Communication with students and families.** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, and phone calls. This communication, as well as monitoring and collecting data to ensure that the communication effectively reaches all students and families, shall be the responsibility of building or district administrators or their administrative designees.

8. **Supervision for compliance.** The District shall designate a COVID-19 point person to monitor and establish employee health and safety protocols as well as a point person (Health Assistant) at each district building in partnership with site administration to assist with enforcement and compliance. Additionally, the COVID-19 point person will consult with the Director of Maintenance and Operations around proper operation and maintenance of HVAC systems to ensure necessary air flow given current public health guidelines. Prior to any employees' first workday, including substitute employees, they shall be notified of the name and contact information of the supervisor and point person at their building.

Section 2: Compensation and Benefits

1. **SEBB Benefits.** Employees who were eligible for benefits as of February 29, 2020 will maintain their SEBB Benefits in compliance with all legislative and SEBB rules

regarding individual employee eligibility and any impacts to these rules related to COVID-19.

2. **Extracurricular Stipends.** Extracurricular advisors for clubs and activities listed in the TEA Certified CBA and Athletics and Activities Contract will receive their regular stipend if the club/activity is offered. The decision to offer a club/activity will be consistent with prior practice and/or existing policies or rules.

3. **Athletic Stipends.** When the District is able to offer a sport, according to state and Washington Interscholastic Activities Association (WIAA) safety guidelines, athletic coaches will receive their full stipend for that season.

    a. The process for high school athletics will be determined based on WIAA guidance. Once high school athletics schedules are set, the District will make a plan for middle school athletics.

    b. If there is not an in person season for a sport, coaches may develop an alternate delivery model for skill delivery, support student-athletes with planning for college and career, and/or work on virtual team-building in collaboration with the Athletic Director.

    c. Coaches reflected in subsection b will be paid on an hourly basis, at their appropriate stipend rate, for their work with approval from the Athletic Director.

4. Employees will remain in regular paid status, and will not lose any compensation or benefits as a result of any hybrid model or school closure related to COVID-19, through the end of the academic student year with salary payments spread out over summer months, as normal.

    a. The District reserves the right to exercise a Reduction in Force (RIF) as outlined in Article 3.26 of the CBA for ESPs.

Section 3: Work and Communication Expectations

1. **School Start Work Calendar.** The 2020-2021 School Start calendar will be as follows (See Appendix D):

    a. Week 1: 9/2/2020 to 9/4/2020

        1. The focus of the first week of school will be for Educators to:

            1. Prepare for necessary technical and pedagogical changes to delivering instruction in a remote setting in a variety of opportunities, including PLC, team time, and Building activities developed through Building Leadership Teams.

2. Connect with Elementary Classroom/Homeroom/Advisory families and students to build relationships and ascertain learning needs, including how to access learning platforms, understand learning schedules, etc.

    a. Educators will contact each of the students/families in their Homerooms/Advisories/Elementary Classrooms during coordinated times for the family and educator throughout the first three days of school.

    b. For support with interpreting needs with specific families, staff can access support District supported interpretation platforms, such as Language Line and Google Translate.

3. Engage students through Elementary Classrooms/Homeroom/Advisory in community/classroom building and orientation/connection to online platforms.

    a. Practice using learning management system and features. Develop and practice classroom meeting norms, taking attendance, etc.

4. ESPs will have access to PLC and Team meetings as well as Building Activities, as scheduled and communicated to staff.

5. Special Services Staff, Certificated and ESPs, will have the opportunity to access Building Level and Team collaboration during the morning sessions of the first week of school, as appropriate, but will attend scheduled virtual preparation and planning meetings with their administration and Special Services teams as first priority.

    a. Students will connect remotely with their Special Education case manager and ESP team during the afternoon sessions for Student Welcome and Support.

b. Week 2: 9/8-9/11/2020

1. Tuesday, 9/8/2020 will be a Professional Development day. One (1) PLD day, originally scheduled for 10/9/2020 will now be a student contact day. The October day was shifted from an OPEL Day to a PLD Day for 2020-2021 SY (Article 6.3 and RCW 28A.415.430).

1. The PLD Day will be a combination, as determined by Building Leadership Teams, of:

    a. PLC Time for Collaboration;

    b. Building Level Learning for instructional strategies related to distance learning delivery;

        i. Access to synchronous PD opportunities delivered by District, colleagues, PLC, departments, and/or Leadership Teams.

        ii. Access to asynchronous professional learning opportunities such as webinars, videos, tutorials, etc. to meet educator/team instructional learning needs.

    c. Development of student learning goals and data collection opportunities.

2. Buildings will implement their learning schedules and programs for start of school (See Appendix D).

c. Week 3: 9/14-9/18/2020

1. Buildings will begin ongoing District-wide learning schedules and programs.

2. **Staff Meetings.**

    a. Staff meetings will be conducted remotely during distance learning.

    b. In a hybrid model, in person attendance will be at the discretion of the employee and remote access will be offered for every meeting.

3. **If the majority of students and staff are working in a Distance Learning model,**

    a. **Plan Time.** Adjustments to the daily schedule at both secondary and elementary schools necessitate an adjustment to existing contractual agreements regarding planning time. The District and Association agree that they have a shared interest in providing at least an equivalent amount of planning time per week (Appendix C).

        1. **Elementary Plan Time.** Staff will receive forty-five (45) minutes of individual planning time and thirty (30) minutes of duty-free lunch during the student lunch block each day. Additionally, staff will have forty-five (45) minutes of planning time each morning, during which they are encouraged to collaborate with teacher teams.

2. **Secondary Plan Time.** Staff will receive individual planning time during a scheduled class period on either M/T or Th/Fr. In addition, secondary staff will have twenty-five (25) minutes of individual planning time on M,T,Th, and Fr and thirty (30) minutes on W, prior to student office hours.

3. **SMART Wednesdays.** Twice per month, staff will continue to receive 90 minutes of professional development and collaboration time as outlined in article 3.12.7 of the Certified CBA.

b. Employees and administrators shall check and respond to emails regularly.

c. **ESP employees** shall:

1. Remain virtually connected to their work site during contracted hours while working remotely or from a socially distant work site unless otherwise directed. (See subsection 2 below.)

    a. For example, collaborative instructional Zoom with Interventionists, Specialists, ESAs, classroom teachers, ESP colleagues; provide individualized or small group instructional support for students; engage in professional learning presented by school or district level administrators.

2. Follow daily schedule / routine as directed by school or district administration. ESP staff who work with students who need special services delivered in person will be required to report on site for that work, as determined by the IEP or other support plan as assigned (See Appendix C), unless approved for an alternate assignment (See Section 5);

3. Access school buildings between 6:00am and 6:00pm, Monday - Friday. Weekend access is prohibited;

4. Attend virtual staff or team meetings during contracted working hours;

5. Attend virtual professional development;

6. Engage in a combination of self-directed and building-directed work;

7. Take appropriate action to ensure essential classroom/building/district operations are maintained.

d. **Certificated employees** shall:

1. Remain virtually connected to their work site during contracted hours and facilitate both synchronous and asynchronous student learning activities consistent with the building schedule while working

remotely or from a socially distant work site unless otherwise directed. (See subsection 2 below.)

2. **Special Services Specific**. Deliver special services in person as determined by the IEP or other support plan (See Appendix C), unless approved for an alternate assignment (See Section 5);

3. Provide school and/or program administrators with open access to synchronous and asynchronous learning spaces.

4. Adhere to all safety and screening procedures and communicate their arrival and departure with their supervisor when working on site;

5. Access school buildings between 6:00am and 6:00pm, Monday - Friday. Weekend access is prohibited;

6. Attend or schedule IEP meetings virtually or over the phone;

7. Collaborate with PLCs and other teams virtually;

8. Attend virtual professional development;

9. Engage in a combination of self-directed and building-directed work.

e. For clarification of expectations and questions related to remote or onsite work, employees will communicate with their direct supervisor.

4. **If the majority of students and staff are working in a Hybrid or On-site Model**, the District shall provide the Association with its draft plan for hybrid or on-site instruction no later than two weeks prior to the beginning of the transition. The Association and the District will collaborate to ensure that the hybrid or on-site plan prioritizes the needs of traditionally marginalized students and staff who are high-risk for COVID-19 (Section 5) first and will bargain additional provisions, as necessary.

    a. The District and Association agree to meet and discuss both workload and student impacts regarding hybrid and/or in person learning models throughout the start of the school year.

5. **Substitute teachers.** When teachers are unavailable to provide instruction, they will submit a request for a substitute. In any situation where a staff member is unable to report for work, they will submit a request for the appropriate leave as outlined in Article 4 of the Certified CBA.

6. **Remote instruction during short-term closures**. Buildings will create emergency schedules so that remote learning can happen as soon as possible in the event of an unexpected school closure.

7. **Work Year and Class Size.**

a. In the event that limited facilities, or some other COVID-19 related reason requires the district to schedule students on alternate days or on am/pm shifts, each day shall be part of the 180-student day contract.

b. All students assigned to a teacher shall count towards their bargained class size or caseload.

8. **Remote Assignments.** Employees in vulnerable/high risk categories, as defined by the CDC, shall be offered remote assignments first and may be given out-of-endorsement waivers if needed. No remote assignment will be awarded to any member unless it has been first offered to all employees in high-risk categories (see Section 5).

9. **Recordings**.

   a. **Recording Staff Meetings/Other Meetings**. Meetings will not be recorded unless all staff present are made aware.

   b. **Recording Lessons**.

      1. Staff may choose to record lessons/sessions with or without students. If students are present, staff will follow all District policies and guidelines to address privacy issues. The District will clearly communicate these to staff at the start of the school year.

      2. Recorded lessons or lesson segments may be posted to provide access to asynchronous learning.

      3. Building leadership teams will discuss and communicate strategies/best practices for enhancing opportunities to access quality asynchronous learning, especially for students who may need extra support.

      4. A recording may be used in the evaluation process, if the educator chooses to submit the recording as evidence.

10. The District and Association understand that the COVID-19 Crisis presents a unique challenge to staff with childcare responsibilities. In emergency situations, staff may bring dependent children into work with them provided that:

    a. Staff notify building administrators prior to bringing children into district buildings.

    b. Their children follow the same screening protocols required of anyone entering a district building.

    c. Children do not make contact with other staff or students.

Section 4: Student Success

1. **Prioritizing student needs**. The district shall prioritize the needs of traditionally marginalized student populations, focusing on equitable education and services for students of color, students living in poverty, students who identify as LGBTQ+, Special Education students, and ELL students.

    a. The district shall schedule adequate time at the beginning of the school year for individual universal screening for academic and family needs for all students.

    b. The district will provide training on an adopted SEL screening tool prior to use. Screening shall be by classroom/designated teachers and/or members of each school's human services team.

    c. During at least the first week of each new phase of students' return to campus, the scheduled and exclusive focus of instruction shall be education on health and safety protocols and universal screening, including how to maintain safe physical distancing in PE, halls, bathrooms, lunchroom and recess.

    d. At least two blocks of no less than two hours each within the first month of school will be used for employees to collaborate around supporting students based on information/observation from the previous school year and the beginning of the year.

    e. District will provide supports for communicating, as much as possible, in students' families' home language, and utilize the district website to make information more accessible.

    f. Building teams will ensure that teachers have clear guidelines around grading students, including accounting for students who do not engage in learning due to lack of access to technology or remote learning platforms, or because of lack of access to transportation, or because they are caring for family members/siblings.

2. **Special Services.** Special Education and other Special Services teams will determine appropriate implementation of service delivery models with the Director of Special Services and/or appropriate Program Administrator, according to federal and state rules and regulations. In order to facilitate effective communication and opportunities to problem solve, service delivery model decisions from these teams and changes in state guidelines will be communicated to TEA leadership. (See Appendix C for more detail on the service delivery model decision-making process.

    a. Any staff making face-to-face contact with students and/or families will first get approval from their supervisor and will adhere to all public health guidelines.

3. **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.

    a. The district/building discipline and safety HOPE teams shall design age and culturally appropriate student expectations for safety protocols. These expectations shall be enforced equitably across the district.

        1. By the October staff meeting, each building will revise its existing discipline plan to create age-appropriate expectations around health and safety protocols and present this plan to the staff.

        2. The District-level HOPE team will review these plans and provide ongoing guidance according to the terms of the 2019-2022 CBA.

    b. The district shall provide face coverings for all students. No student shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the DOH (Appendix A).

    c. Students will be provided age and culturally appropriate instruction on safety protocols.

    d. Students new to the district after the start of the school year will also be provided time with a counselor, nurse, social worker, or other qualified staff person for universal screening and instruction health and safety protocols as described above.

    e. In the event a student willfully and knowingly violates safety protocols towards another student in manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), the building administrator shall immediately notify the parent or guardian of the affected student.

    f. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm and constitutes assault according to the CBA (for example, purposefully removing a mask and coughing or sneezing on the employee), the employee will be placed on paid administrative leave while being tested for COVID-19 and while awaiting the results. The district shall pay for any copay costs associated with COVID-19 testing in these instances. In the event the employee tests positive for COVID-19 after such an incident, the employee will file an L&I claim according to District processes and the district shall provide paid leave for any portion of the employee's illness not covered by L&I, and shall pay for all out-of-pocket medical expenses related to COVID-19 related medical care.

    g. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.

Section 5: Leaves and Assignments

1. **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:

    a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with possible 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;

    b. Leave for illness, injury or emergency;

    c. Shared leave;

    d. Personal leave and/or vacation leave (only available under the terms of ESP CBA);

    e. Washington Paid Family Medical Leave (PFML) (can be used as supplemental benefit);

    f. 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.)

    g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);

    h. Unpaid leave of absence for the period of the temporary disabling condition;

    i. Long-term disability benefits; and

    j. Unemployment benefits.

2. **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:

    a. Alternative assignment for work/services which may be provided from home, if available (see subsection 7 below);

    b. EPSL with possible 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;

c. 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;

d. Leave for illness, injury or emergency;

e. Personal leave and/or vacation leave (only available under the terms of ESP CBA);

f. Unpaid leave of absence for the period of the quarantine; and

g. Unemployment benefits.

3. **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:

   a. Alternative assignment for work/services which may be provided from home, if available (see subsection 7 below);

   b. 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;

   c. Leave for illness, injury or emergency;

   d. Family illness leave, if provided under the terms of the CBA;

   e. Shared leave;

   f. Personal leave and/or vacation leave (only available under the terms of ESP CBA);

   g. Washington Paid Family Medical Leave (PFML);

   h. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);

   i. Unpaid leave of absence; and

   j. Unemployment benefits.

4. **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:

    a. Alternative assignment for work/services which may be provided from home, if available (see subsection 8 below);

    b. EPSL with possible 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;

    c. Leave for illness, injury or emergency;

    d. Personal leave and/or vacation leave (only available under the terms of ESP CBA);

    e. Unpaid leave of absence; and

    f. Unemployment benefits.

5. **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:

    a. Alternative assignment for work/services which may be provided from home, if available (see subsection 8 below);

    b. 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;

    c. Leave for illness, injury or emergency;

    d. Personal leave and/or vacation leave (only available under the terms of ESP CBA); and

    e. Unpaid leave of absence.

6. **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:

a. Alternative assignment for work/services which may be provided from home, if available (see subsection 8 below);

b. 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;

c. 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;

d. Leave for illness, injury or emergency;

e. Family illness leave, if provided under the terms of the CBA;

f. Personal leave and/or vacation leave (only available under the terms of ESP CBA); and

g. Unpaid leave of absence.

7. **Alternative Work Assignments Provision One—Temporary Alternate Assignments.** When an employee's regular 2020-21 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under subsections 1, 2, or 3 above, 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.

   a. 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 out-of-endorsement waiver) or other qualifications for the position;

      2. Employees with COVID-19/suspected COVID-19;

      3. Employees quarantined due to possible exposure to COVID-19; and

      4. Employees caring for someone with COVID-19/suspected COVID-19.

   b. If two or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.

8. **Alternative Work Assignments Provision Two—Year-long Alternate Assignment.** When an employee's regular assignment requires work/services at a District work site and the employee would prefer to not work at a District work site for the 2020-21 school year due to conditions under subsections 4-6 above, 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.

    a. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

        1. Higher risk employees;

        2. Employees with a higher risk individual in the employee's household;

        3. Employees with children impacted by school closure; and

        4. Employees who cannot wear a mask or other required PPE.

    b. If two or more employees qualify for an assignment under the priorities above, the District will award the assignment on the basis of seniority.

    c. If a remote assignment is created and assigned to an employee with the expectation that it will continue indefinitely for the school year until a return to a full in person educational model, 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. Employees who accept an alternative assignment during the 2020-21 school year shall be considered to have been retained in their former assignment for the purposes of subsequent year (2021-2022 school year) assignments.

9. **Alternative Work Assignments Provision Three—Temporary Reassignments.** 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:

    a. 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;

    b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;

c. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;

d. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment or at the rate designated for that job description, whichever is higher;

e. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;

f. 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;

g. 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 reassign employees within the same bargaining unit; and

h. This provision applies exclusively to the assignments and job duties of employees represented by this bargaining unit, unless agreed to by other bargaining units. Employees represented by this bargaining will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

10. **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.

    a. Except as provided in subsection b, employers must not require verification from a medical provider when the employee either is 65 years or older, or falls within the "at increased risk" category.

    b. The District may require verification from a medical provider when the employee either falls within the "might be at an increased risk" category or seeks to use any leave where a state or federal law, collective bargaining agreement, or contractual obligation separately requires verification.

Section 6: Evaluations

1. TSD and TEA agree to follow TPEP guidelines set by OSPI for the 2020-2021 SY (See Appendix B).

    a. Additional TPEP decisions to clarify TSD/TEA agreements surrounding the OSPI guidance are included in Appendix B.

    b. For the purpose of gathering evidence, "classroom or worksite visits" will be defined as virtual classroom spaces (synchronous or asynchronous) when the teacher is working remotely. Conversations between the staff member and evaluator to gather evidence may be conducted in a virtual manner.

2. Evaluations for ESAs, ESPs, Teacher Librarians, and TOSAs will follow current CBA language.

Section 7: Duration and Ongoing Conversations

1. The parties agree to use the Labor-Management process outlined in Article 2.3 of the Certified CBA to troubleshoot and monitor the successful implementation of this agreement.

2. As the impacts of COVID-19 develop and unforeseen issues arise, and/or state requirements/guidelines or funding change, TSD and TEA agree to meet and negotiate future workload impacts for the school community not addressed in this agreement.

3. This MOU will expire at the end of the 2020-2021 School Year or at the start of normal school operations, whichever occurs first. All other provisions of the Collective Bargaining Agreement shall remain in full effect.

This Agreement made this 1st of September, 2020.

Tukwila Education Association

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Appendix A: Health and Safety Protocols

1. **Face coverings and PPE.** All employees, students, and building visitors shall wear a cloth face covering or protective face shield while at the worksite, except:

    - those with a disability that would prevent them from comfortably wearing or removing a face covering
    - those with respiratory conditions that would prevent wearing face covering, or trouble breathing
    - those who are deaf or hard of hearing and use facial and mouth movements as part of communication
    - those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person

    a. The District shall provide appropriate face coverings for all employees and students.

    b. Employees may choose to provide their own face coverings.

    c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks and gloves, as described by the L & I, the DOH, and the CDC.

2. **Employees Who Cannot Wear a Mask 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 mask, 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:

    a. Alternative assignment for work/services which may be provided from home, if available (See MOU Section 5);

    b. Leave for illness, injury or emergency;

    c. Personal leave;

    d. Unpaid leave of absence; and

    e. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

3. **Employees Who Choose to Not Wear a Mask 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 mask, 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:

    a. Alternative assignment for work/services which may be provided from home, if available (See MOU Section 5);

    b. Personal leave; and

    c. Unpaid leave of absence.

4. **Health Screenings.** Prior to entering any district facility, students, employees, and visitors will be screened for COVID-19 symptoms and have their temperature checked. No person will enter any district facility if they display any COVID-19 symptoms. Health screening information must be provided in the home language of students' families/guardians.

    a. Only designated health support staff or staff specifically trained to administer health screenings will be asked to help with health screenings.

    b. Employees designated and trained for health screening will be paid at the appropriate rate (Health Services Support) for the period of time they are working in that capacity.

    c. These requirements will continue to be updated as Tukwila moves into and out of later phases, in consultation with the district's designated COVID-19 point person and according to King County and WA State health department guidelines.

5. **Students and staff with COVID-19 symptoms.** Students and staff who display COVID-19 symptoms shall be immediately placed in supervised isolation until they are able to leave.

    a. Classrooms, vehicles, and other facilities used by a student or staff member who is isolated, as described above, shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines by appropriate staff.

    b. The district shall provide a safe room for isolated students to wait for their parents/ guardians. This room shall be designated specifically and exclusively for this purpose. Only trained staff shall be required or expected to supervise students who are in isolation with COVID-19 symptoms.

c. Employees who were exposed to a student or staff member who is isolated as described above shall be notified as soon as possible, in line with DOH guidance.

6. **Sanitation of facilities**. The district shall provide custodial support to disinfect all student- and staff-accessed areas at the end of each day on which they are used. Supplies will be provided to staff members for students and staff to sanitize surfaces they use during the school day.

7. **Air Flow and HVAC Systems.** Prior to the first contracted work day, the District will ensure that all HVAC systems provide adequate air circulation and filtration to each building and room to minimize the spread of COVID-19 from one room or office space to another room or office space. No spaces will be utilized for in person teaching and learning until the following modifications to the system have been made:

    a. Ventilation systems will be operated continuously when the school is in use, including during custodial work. School air supply should be at least twenty-five (25) percent fresh outside air whenever the school is in use and shall be regularly maintained.

    b. At the end of each day in which a building is occupied, air will be flushed out of the HVAC system to maximize the amount of fresh air in classrooms, hallways, bathrooms, and all other spaces where such flushing is possible.

    c. The HVAC system will be monitored to ensure receipt of an appropriate amount of fresh air.

    d. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.

    e. Any building or room not meeting these minimal guidelines will not be allowed to be occupied.

8. **Physical Distancing**. Capacity for students and staff in any facility and/or classroom shall be limited by current public health recommendations about physical distancing requirements between all students and staff. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling.

    a. Prior to the first student contact day,

        1. The District will communicate current guidelines around distancing in classrooms and other work spaces;

        2. Employees shall collaborate with administrators and maintenance staff to determine the number of students that may be in a classroom or

other facility, and in what configuration of furniture, while observing physical distancing. During the time in which this configuration is in place, the classroom or facility shall not exceed the lowest proposed capacity.

3. If staff determine that an approved configuration is not workable, they will submit a new plan to their administrator prior to moving furniture.

b. The district shall provide appropriate PPE, protocol, and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as toileting.

9. **Handwashing and Hand Sanitization**. The district shall provide adequate facilities and supplies for staff and student handwashing and sanitization as required by public health guidelines.

Appendix B: TPEP Placement

Employment/ Evaluation Status	Summative Rating	2021-2022 SY Cycle Placement	Additional Information/ Considerations
1. Teachers who are scheduled for a **Focused** evaluation.	Proceed with regular Focused evaluation process.	In 2021-22 SY, certificated staff on TPEP cycle will retain their status in six (6) year rotation cycle (5 Focused: 1 Comprehensive), unless staff member is on Focused and moved to Comprehensive cycle through self- or evaluator determination (TSD/TEA CBA Article 4).	Teachers who are scheduled for a Focused evaluation will proceed with the regular Focused evaluation process.
2. Teachers in **years four and beyond** who are scheduled for a **Comprehensive** evaluation under RCW 28A.405.100.	Decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation unless teacher provides additional evidence in order to potentially raise that score. Teacher can be scored on up to eight criteria if teacher and evaluator are notified in writing by December 15 that additional criteria will be formally scored.	In 2021-22 SY, certificated staff on TPEP cycle will retain their status in six (6) year rotation cycle (5 Focused:1 Comprehensive), unless a staff member is on Focused and moved to Comprehensive cycle through self or evaluator determination (TSD/TEA CBA Article 4).	The determination of the two criteria will be made according to the process for choosing criterion for Focused evaluation pursuant to state law and Article 4.2.5f of the CBA.
3. Teachers on Provisional contracts in **years two and three** who are scheduled for a **Comprehensive** evaluation under RCW	Decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation unless teacher provides additional evidence in order to	If on Provisional status in 2021-2022 SY, staff members will remain on Comprehensive. If no longer in Provisional status in 2021-2022 SY, staff members may be moved to Focused at discretion of evaluator.	The determination of the two criteria will be made according to the process for choosing criterion for Focused evaluation pursuant to state law and Article 4.2.5f of the CBA.

28A.405.100.	potentially raise that score. Teacher can be scored on up to eight criteria if teacher and evaluator are notified in writing by December 15 that additional criteria will be formally scored.		
4. Teachers in their **first year** of teaching, on a **Comprehensive** evaluation.	Determine up to eight criteria (no fewer than two) to be formally scored using evidence provided during the 2020–21 school year. Remaining criteria to be scored "Basic" as default score. Districts are encouraged to note the use of "default scores due to the circumstances of the COVID-19 pandemic" where applicable. Teacher and evaluator will be notified in writing by December 15 of criteria to be formally scored.	In 2021-2022 SY, staff members will move to Provisional 2 status and will remain on Comprehensive.	If fewer than eight criteria are selected for scoring, the determination of the two criteria will be made according to the process for choosing criterion for Focused evaluation pursuant to state law and Article 4.2.5f of the CBA.
5. Teachers with **two or more years** of successful performance in another WA state district who are in their first year of teaching in a new district (and, therefore, on a **Comprehensive** evaluation) "Provisional 3."	Determine up to eight criteria (no fewer than two) to be formally scored using evidence provided during the 2020–21 school year. Remaining ~~six~~ criteria to be scored by assigning score received in most recent Comprehensive evaluation (must submit print-out of scores to administrator prior to final evidence submission deadline). Teacher and evaluator will be notified in writing by December 15 of criteria to be formally scored.	In 2021-2022 SY, staff members will move to Continuing and may be moved to Focused at discretion of evaluator.	If fewer than eight criteria are selected for scoring, the determination of the two criteria will be made according to the process for choosing criterion for Focused evaluation pursuant to state law and Article 4.2.5f of the CBA.
6. Teachers with **two or more years** of successful performance in another state or who taught in	Determine up to eight criteria (no fewer than two) to be formally scored using evidence provided during the 2020–21 school year. Remaining criteria to be scored "Proficient" as default score. Districts are	In 2021-2022 SY, staff members will move to Continuing and may be moved to Focused at discretion of evaluator.	If fewer than eight criteria are selected for scoring, the determination of the two criteria will be made according to the process for choosing

Washington prior to the implementation of TPEP, who are in their first year of teaching in a new district (and, therefore, on a **Comprehensive** evaluation) "Provisional 3."	encouraged to note the use of "default scores due to the circumstances of the COVID-19 pandemic" where applicable. Teacher and evaluator will be notified in writing by December 15 of criteria to be formally scored.		criterion for Focused evaluation pursuant to state law and Article 4.2.5f of the CBA.
7. Teachers on probation or plan of improvement.	Not applicable	N/A	N/A

Appendix C: Special Education and Special Services

1. **Determinations for In-Person Special Education Services.** IEP Teams will continue to guide implementation of the Individualized Education Program (IEP), to meet the needs of individual students with special needs. IEP team decisions include which services can be offered remotely and those supports that can only be delivered in person.

    a. When determining the need for in person supports, IEP teams will meet remotely to decide when and if any in-person services are needed for Free Appropriate Public Education (FAPE). Teams will review data to determine if the student requires in person services to make meaningful progress on their IEP goals and determine how in-person services can be provided safely and in compliance with health guidelines. Consideration of further data collection may be necessary. If additional data collection is needed, staff will continue progress monitoring and will provide increased opportunities to build-in remote supports (small groups, accommodations, modifications).

    b. The District Representative or Building Administrator Designee will attend IEP team meetings when a student is being assessed for in-person services and inform the teams on the health and safety guidelines.

    c. Staff will be provided consistent designated space sufficient for the work expectations to limit cross contamination and exposure. Itinerant staff will work with their building administration to designate that safe space.

    d. In person services will not be implemented prior to IEP team meetings and FAPE decisions. At the start of the school year, Special Services will be provided remotely until that time.

        i. TSD Special Services Teams will complete any necessary IEP meetings and IEPs by 9/21/2020 to begin implementation of both in person and remote services.

        ii. ESP support for programs and/or students will be coordinated by building level administration in collaboration with case managers.

            1. Scheduling as described in ESP CBA Article 3.7 will be finalized and communicated to ESP staff during the first week of school.

            2. Special Services Teams will meet virtually throughout the first week of school to work through scheduling, establishing necessary work needs for every team, preparing for work with students, etc. Meeting times will be coordinated through building administration and the case manager during the

morning session. Students will receive remote services in the afternoon.

3. Scheduling of shifts and coordination and clarification of delivery of in person and remote services will be clearly communicated by the case manager and administrator.

2. **Provision of In-Person Special Education Services and Evaluations/ Assessments.**

    a. Special education evaluations/assessments will be conducted remotely unless the evaluating Educational Staff Associate (ESA) and/or evaluating team determines that an in-person evaluation/assessment is necessary. If conducted in person, it will be conducted by appointment only and will follow Health and Safety Protocols while the District is providing remote learning.

    b. Hearing Screenings and Audiology: Specialized equipment is required for hearing screening by Audiology, and these services will be provided when in-person services are determined necessary by the provider.

3. Service delivery model decisions that result in a financial impact to an employee will result in a separate conversation between the administrator and employee prior to incurring the expense to determine extra compensation needed, for example, mileage, hourly rate, etc. (See Section 6.8 in the Certificated CBA.)

Appendix D: Elementary and Secondary Schedules

Start of School Year:

a. Week 1 - 9/2-9/4

Monday 8/31	**Tuesday 9/1**	**Wed 9/2**	**Thurs 9/3**	**Fri 9/4**
No School	No School	7:30-11:00am Professional Development/ PLC/ Team Time/ Building Activities/ Family Outreach 12:00- 3:00pm Student Welcome- Student Support and Homeroom/Advisory	7:30-11:00am Professional Development/ PLC/ Team Time/ Building Activities/ Family Outreach 12:00- 3:00pm Student Welcome- Student Support and Homeroom/Advisory	7:30-11:00am Professional Development/ PLC/ Team Time/ Building Activities/ Family Outreach 12:00- 3:00pm Student Welcome- Student Support and Homeroom/Advisory

b. Week 2 - 9/7-9/11

Monday 9/7	**Tuesday 9/8**	**Wed 9/9**	**Thurs 9/10**	**Fri 9/11**
Labor Day, No School	Professional Learning Day- Non Student Day, Food Service still offered	Start of School Building Schedules	Start of School Building Schedules	Start of School Building Schedules

c. Week 3 - 9/14-9/18

Monday 9/14	**Tuesday 9/15**	**Wed 9/16**	**Thurs 9/17**	**Fri 9/18**
Student Day- District-wide Schedule	Student Day- District-wide Schedule	SMART Wednesday and Student Day- District-wide Schedule	Student Day- District-wide Schedule	Student Day- District-wide Schedule