

Memorandum of Understanding

Between the Franklin Pierce Education Association and Franklin Pierce Schools

The Franklin Pierce Education Association (Association) and Franklin Pierce Schools (District) share in maintaining the health and safety of our Franklin Pierce Schools community;

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

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction, the Office of the Governor, and state and local Departments of Health have issued requirements for the 2021-2022 school year that substantially affect the working conditions of Association members;

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

I. COVID-19 Leave:

- A. Positive TEST: Employees diagnosed with a positive COVID-19 test, or experiencing symptoms and seeking a medical diagnosis, may not work at a District site until medically cleared or until the end of the quarantine or isolation period recommended by public health authorities. Such employees who apply for and receive time loss from Worker's Compensation due to presumed workplace exposure will receive paid COVID leave for the difference between time loss and their regular pay for up to ten (10) days.
- B. Quarantine: Employees who are required to quarantine as a result of a workplace exposure (as determined by contact tracing in collaboration with Tacoma-Pierce County Health Department) but who do not contract COVID and therefore are not eligible for Worker's Compensation, shall have access to paid COVID leave for the duration of their directed quarantine, not to exceed 10 total paid days per occurrence, not to be deducted from sick or personal leave. Employees will have access to such leave for each occurrence in which they are directed to quarantine, provided that the employee seeks COVID testing within the window advised by health officials and submits the results promptly to the District once received. When a determination is not possible by the TPCHD the employee may submit a District Declaration Form asserting that the exposure was in connection with their assignment and will be granted paid COVID Leave.
- C. For educators quarantined for any reason, or with mild symptoms, and if remote work is available, employees will work from home rather than accessing COVID leave or sick leave. The District will support the educator's professional discretion to determine whether they are well enough to work. Educators not eligible for COVID Leave, and not able to work from home, may access personal leave, sick leave, and all other leave eligible to them.
- D. Staff should use sick days as COVID symptoms arise - all approved COVID Leave - will be retroactive to the first day of symptoms and sick leave used to cover symptoms will be returned in the event of eligible quarantine due to worksite exposure or a positive test. Staff are required to report out-of-work exposures and directions to quarantine.

- E. Human Resources will provide a monthly update of the total number of bargaining unit members who were on leave the prior month that included a reduction in pay and the type of leave they are on due to known COVID-related concerns.

II. Instruction impacted by increased workload due to school closure, student quarantine, or lack of staffing

A. Instruction during outbreaks and student quarantine:

- i. **Individual or partial class quarantine:** The District will support teachers' professional judgment as to whether to provide simultaneous online and in-person instruction, or to provide access to instruction in another manner.
- ii. **School or classroom closure:** Educators and PLCs will work with their building administrators to establish a mutually agreeable plan to deliver instruction to the class when all students and/or staff in a building or classroom are quarantined. Simultaneous in-person and online instruction will remain an option, but will not be required as long as a different, state-compliant plan can be developed.
- iii. The District will create plans in collaboration with the Association for any disruption to in-person learning in-case of any building or district-wide closures or full classroom quarantines.

- B. **Contact Tracing:** The District will follow current guidelines from TPCPD on contact tracing, and will provide information on those protocols upon request to the Association or to any employee in need of such information.

C. Coverage

- i. The District will post and hire if available, five (5) full-time substitutes for the 2021-2022 school year.
- ii. Consideration will be given to the appropriateness and feasibility of online trainings for PRAD days, based on the public health conditions and planned trainings in effect for each day and at each site.

III. COVID Vaccinations:

Per Proclamation 21-14.1 COVID-19 Vaccination Requirements, all education employees are required to be fully vaccinated for COVID-19 and will be required to provide proof of such vaccination by October 18, 2021.

A. COVID Vaccination Verification:

- i. The district will designate personnel to review confidentially and verify the employees' proof of vaccination.
- ii. The district will record acknowledgement that such proof has been provided for visual review by recording the employee's name, brand of vaccine and date of vaccination(s) in a secure place separate from the employee's personnel file. All digital files will be protected using IT protocols.
- iii. No photocopies or electronic copies will be taken of the documents used to verify the employee's vaccination status.

- iv. The district will not share the personal health information of employees beyond the individual designated in the review process or the COVID supervisor in order to implement the health and safety provisions at a worksite.

IV. On-site Student and Staff Health Precautions:

- A. **Face coverings:** All employees, students, and building visitors shall wear face coverings consistent with the most recent guidance from state and local health officials. The District shall maintain a supply of disposable face coverings to offer employees, students, and visitors to districts sites who fail to provide their own appropriate face covering. The District will also provide specific communication to all employees about up-to-date mask guidelines including specific types of masks to be worn (ex: no buffs/gaiters or masks with breathing holes).
 - i. Employees may choose to provide their own face coverings that comply with District standards, which will at a minimum comply with the most recent guidance from state and local health officials
 - ii. Employees working with students who cannot wear a face covering because of a legally recognized exemption shall be compensated for or provided all appropriate personal protective equipment (PPE), including but not limited to any professionally fitted medical grade N95 masks and gloves, as required by L&I. The District will provide KN95 masks to all Employees upon request.
 - iii. If an immediate N95 fitting is not available, the District will provide the next most appropriate available face covering (e.g. KN-95 plus face shield) until the District can provide a mask fitting. All music teachers shall have their student KN95 masks re-supplied every month.
 - iv. The District shall provide face coverings with mouth windows to facilitate communication with staff and students who are Deaf/Hard of Hearing.
- B. **Health Screenings:** Staff and families will be expected to self-screen for COVID-19 symptoms. The District will follow state DOH and local requirements to respond to any employee or student who displays COVID-like symptoms at school. Those requirements currently state as follows:

Any student, teacher, or staff who displays or reports COVID-19-like symptoms must be immediately isolated from others and sent home and referred to diagnostic testing as soon as feasible. While waiting to leave school, the individual with symptoms must be isolated in a designated isolation space. They must wear a cloth face covering or mask. Anyone providing care or evaluation to the isolated individual must wear appropriate PPE.

The District and its staff will follow the most recent directives from state and local health authorities regarding which symptoms trigger quarantine.

See [School Covid-19 Case Response Toolkit](#) (linked).

- C. **Physical Distancing:** Based on the current (September 8) DOH requirements, the following shall apply until and unless those requirements change: To the extent possible, every effort shall be made to keep three (3) feet of distancing between students during regular classroom activities, and six (6) feet of physical distancing between students during high-risk activities such as eating. Classrooms and workspaces shall be arranged to maximize distance between adults and students up to six (6) feet if possible. All

meetings between adults shall, to the extent possible, be held in spaces that accommodate six (6) foot distancing between participants.

- i. The District will continue to encourage consideration and flexibility by administrators to hold online meetings when space limitations/safety concerns warrant.
- ii. Conferences: The District may move conference dates, in consultation with the Association, to accommodate any changing safety guidelines. Additionally, the district will offer all families the option to attend all conferences and meetings remotely. In-person conferences attendees will be expected to follow current DOH and L&I social distancing and masking requirements.

D. **Handwashing:** The district shall provide adequate facilities including water and supplies for staff and student handwashing.

E. **Cleaning.** All District employees are responsible to ensure classroom spaces remain clean and ready for student use.

F. **Training:** All new staff shall receive training on COVID-19 health and safety precautions prior to their first on-site student contact day, or as soon thereafter as is feasible. The District will provide opportunities to new staff for Q & A on COVID safety training. These trainings shall be provided during new employee orientation or on paid time if offered after orientation.

G. **Communication with students and families:** Students and their families will have access to regular multilingual communication on the District website and/or from the building and/or district regarding health and safety expectations.

H. **Supervision for compliance:** The district shall designate a site supervisor to monitor employee health and safety. Site supervisors are listed on the Staff Covid web page. No bargaining unit member shall be asked to act as such a supervisor.

I. **Employee Rights to a Safe Work Environment:** District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the situation in which they feel unsafe once proper supervision is in place. The employee agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved.

J. The district will keep a COVID-19 dashboard and update staff and families weekly.

K. Mask breaks at elementary schools generally occur at recess with students spaced at least six feet apart from each other. Other periodic mask breaks may be allowed outdoors with prior approval from building administration.

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


- A. **Protection of School Employees:** School employees who experience or witness insulting, intimidating, and/or abusive behavior toward a staff member by students, staff, volunteers, or other visitors to the worksite for enforcing any PPE or safety protocols will immediately report the incident to the Building Principal, building COVID supervisor, or nearest administrator. An employee reporting an incident will not be retaliated against.
- B. **Violations of Safety Protocols by students:** The District and building administration will support educators in their efforts to enforce classroom and building rules related to mask wearing and social distancing. Students who violate safety protocols will be offered the opportunity to engage in restorative practices to safely return to the classroom and remain in school.
- C. Upon request, all staff will have access to COVID-19 testing.

VI. Duration:

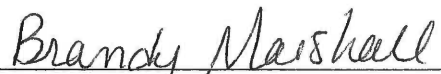
Provided it is agreed to by both parties by October 15, 2021, this MOU will be retroactive to the first day of work (August 23rd, 2021), and shall remain in effect throughout the 2021-2022 school year or until the end of the declared COVID state of emergency, whichever occurs first. In the event of other legislative or regulatory changes impacting this MOU the parties shall meet to bargain the impacts upon request within five (5) days. All terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect unless specifically modified by this MOU. This MOU will be construed consistently with any existing state and local public health guidance and if the guidance changes, the District will follow the new guidance.

For the Association:

For the District:



Kevin Marshall, President



Brandy Marshall, Director of Human Resources

10/11/2021

Date

10/11/2021

Date

