

MEMORANDUM OF UNDERSTANDING
by and between
TACOMA PUBLIC SCHOOLS
And
TACOMA FEDERATION OF PARAEDUCATORS #461
REGARDING PROVIDING DAY CAMP AND MEALS ON WHEELS DURING THE
COVID-19 PANDEMIC

The Union and the District agree that the safety of our students, community and staff are of the utmost importance during the COVID-19 pandemic. In order to continue to meet the needs of students and keep our members safe, and to comply with the emergency orders as set forth by Washington State Governor, Jay Inslee, the parties agree to the following:

- 1) Compensation for all bargaining unit members shall continue, without interruption, however the following shall apply regarding compensation:
 - a. Each individual rate of pay and total FTE for the duration of the state mandated school closures shall be maintained.
 - b. Bargaining unit members who provide support for students attending onsite day camp whose regular FTE falls below six (6) hours, shall be compensated for the total hours worked during assigned shift. Bargaining unit members who provide support for the meals on wheels program camp whose regular FTE falls below five (5) hours, shall be compensated for the total hours worked during assigned shift.
 - c. Bargaining unit members whose regular FTE is more than six (6) hours, shall be compensated at their regular FTE. Bargaining unit members whose regular FTE is more than five (5) hours, shall be compensated at their regular FTE.
 - d. Bargaining unit members shall maintain the right to opt out of accepting an assignment of providing support for students attending day camp and shall use leave or approved leave without pay.
 - e. The above language shall not preclude the union's right to enforce the Collective Bargaining Agreement Article V Wages and Benefits and Article VI General Provisions.
- 2) For purposes of providing support for students attending onsite day camp, the district shall assign staff to day camp sites for one of two shifts: 6:30am-1:00pm or 1:00pm to 7:30pm daily, Monday through Friday, in the following order:
 - a. Paraeducators based on seniority, least to greatest.

If day camp enrollment changes and/or federal guidelines change, both parties agree to bargain adjustments to shift schedules. If day camp needs shift, both parties agree to bargain.

For purposes of providing support for the meals on wheels program, the district shall assign staff to accompany bus drivers in food delivery for shifts from 9am to 2pm in the following order:

- b. Bus Monitors or ParaEducators based on seniority, least to greatest.

A rotation for either a day camp or a meals on wheels program shift will count as one rotation.

If meals on wheels program increases and/or federal guidelines change, both parties agree to bargain adjustments to shift schedules. If the meals on wheels program needs shift, both parties agree to bargain.

- 3) Upon being contacted by Tacoma Public Schools for assignment of work for the purpose of providing support for students attending onsite day camp, members who are in the nationally recognized high-risk categories identified by the CDC (set forth below), shall have the opportunity to opt out through the accommodation process.

- a. Bargaining unit members age 60 and over.

- b. Bargaining unit members with underlying health conditions or a compromised immune system as provided in Appendix B of the CDC's Seattle Community Mitigations Strategies and set forth below:

- Blood disorders (e.g., sickle cell disease or on blood thinners)
- Chronic kidney disease as defined by your doctor. Patient has been told to avoid or reduce the dose of medications because of kidney disease or is under treatment for kidney disease, including receiving dialysis
- Chronic liver disease as defined by your doctor. (e.g., cirrhosis, chronic hepatitis). Patient has been told to avoid or reduce the dose of medications because of liver disease or is under treatment for liver disease
- Compromised immune system (immunosuppression) (e.g., seeing a doctor for cancer and treatment such as chemotherapy or radiation, received an organ or bone marrow transplant, taking high doses or corticosteroids or immunosuppressant medications, HIV or AIDS)
- Current or recent pregnancy in the last two weeks
- Endocrine disorders (e.g., diabetes mellitus)
- Metabolic disorders (e.g., such as inherited metabolic disorders and mitochondrial disorders)
- Heart Disease (such as congenital heart disease, congestive heart failure coronary artery disease)
- Lung Disease including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen
- Neurological and neurologic and neurodevelopment conditions (including disorders of the brain, spinal cord, peripheral nerve, and muscle such as

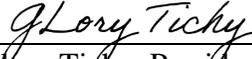
cerebral palsy, epilepsy (seizure disorders), stroke, intellectual disability, moderate to severe development delay, muscular dystrophy, or spinal cord injury

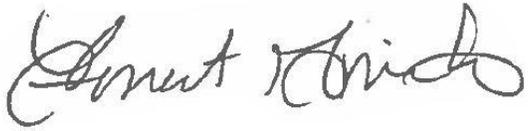
- 4) COVID-19 Leave is defined as the combined contractual leaves; sick leave, family illness leave and personal leave and the leave afforded by The Family First Act.
- 5) COVID-19 Leave shall be made available to bargaining unit members who:
 - a. Are living with or providing primary care for an individual who is in a nationally recognized high-risk category as identified by the CDC and set forth in part four (4).
 - b. Is caring for someone who is diagnosed with COVID-19.
 - c. Has been placed into quarantine status or has been diagnosed with COVID-19.
- 6) Bargaining unit members with children shall make every effort to find child care. The District will work with bargaining unit members who need to plan and prepare for childcare. Specifically: The District will allow two weeks for a bargaining unit member to procure child care in order to participate in their onsite rotation. COVID-19 Leave shall be available to those unable to procure childcare.
- 7) The District will follow guidance from the CDC, Tacoma-Pierce County Health Department and OSPI, and all required governing agencies related to social distancing and other pertinent safety issues.
- 8) Upon accepting assignment of supporting students attending day camp, any paraeducator unable to complete the assignment due to personal reasons of safety or working conditions shall make a supervisor aware of the concerns. Following discussion between the employee and supervisor, and at the request of an employee and discretion of supervisor, said employee may be excused from an assignment; but the employee shall finish that day's shift to ensure that students are adequately supervised for that day.
- 9) For purposes of providing support to students attending onsite day camp, during the week of April 6th-10th, 2020, as designated on the Tacoma Public Schools calendar; the District will seek volunteer bargaining unit members to fill shifts before assigning shifts. In exchange, those bargaining unit members shall be granted spring break one of the following weeks, April 13th-17th, 2020, April 20th-24th, 2020.
- 10) All bargaining unit members shall continue to receive contractual benefits at the same rate as working hours. If current guidance at the state and federal level regarding contractual benefits to bargaining unit members changes, the parties recognize the need to be flexible, and follow the most current guidance as current events and government issued-orders are rapidly changing.

This agreement is nonprecedential and will remain in effect through April 24, 2020. This agreement may also be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

TACOMA FEDERATION OF
PARAEDUCATORS #461

TACOMA PUBLIC SCHOOLS NO. 10

By 
Glory Tichy, President

By 
Forrest Griek, Director of Labor Relations

Date 3/23/2020

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