

**Memorandum of Understanding  
Between  
The Kent School District #415  
and  
Kent Association of Educational Office Professionals #708  
Regarding COVID 19 Learning for the 2021-2022 School Year**

The purpose of this Memorandum of Understanding is to commemorate in writing an understanding between the Kent School District #415 (District) and Kent Association of Educational Office Professionals #708 (Union or PSE) related to changes in working conditions due to the COVID-19 virus and variant outbreak.

**Agreement to Bargain.** Both parties agree that the issues addressed in this MOU may not be inclusive of all items that need to be considered during this unprecedented time. Both parties agree that additional issues may arise that require further negotiations due to unforeseen financial impacts or changing guidelines from OSPI, the state, or federal government. Any decisions made that impact the wages or working conditions of employees or new processes that will be implemented due to the school closure and school reopening shall be discussed with KAEOP before being communicated to employees.

1. **Work Assignment Responsibilities.** KAEOP employees may be asked to participate in duties or activities outside of their current classification or current job responsibilities on a temporary basis, provided:
  - the employee is qualified,
  - the employee agrees,
  - the work does not create a safety or health risk to the employee,
  - those duties or activities are non-instructional, and
  - do not fall within another bargaining unit's work unless an agreement by both labor groups is in place.

The department or building administrator, in conjunction with the office manager, may assign temporary tasks or duties that meet the above criteria that would be performed only during this school year. Said assigned duties will not reflect on the employee's annual evaluation as stated in Section 10.5 of the KAEOP collective bargaining agreement.

- Employees asked to provide in-person, health-related services may decline participation for their own personal health and safety.
- Office professionals will **not** participate in home visits, either alone or with another staff member.
- Office professionals will not supervise students in a classroom during instructional time.
- The allocation of 40 hours of additional pay at elementary schools as defined in Section 7.1.3.1 of the collective bargaining agreement will be available for use until the last day of school for the 2021-2022 school year.

**Isolation Room:**

- Students exhibiting COVID-like symptoms will go directly to the isolation room and will not go to the health room.
- There is no expectation for office staff to cover the isolation room. Coverage will be by volunteer only with no repercussion toward the employee should they choose not to volunteer.
- Any office professional who agrees to provide services in the isolation room shall have the highest level of personal protective equipment (PPE) that will be fitted and provided by the District.
- If KAEOP members (AAII, AAIII and AAV) volunteer to provide services in the isolation room,

they will receive an \$8.00 per hour stipend above their current rate of pay for the time spent providing services in the isolation room.

- If an Administrative Assistant I volunteers to work in the health room when the nurse or health tech is not available, the employee will receive an \$8.00 per hour stipend above their current rate of pay for time spent providing services in the isolation room because this is outside of their scope of responsibility.
- Health services may be a shared responsibility between the trained office professionals, either by day or hours of service. If no nurse is available, and no office professional in a school volunteers to provide services in the isolation room, the District may look for other school staff outside of KAEOP to provide coverage or hire and train new employees for the duration of this agreement only.
- Administrators will make every effort to develop a plan for any student having additional supervisory needs.

2. **Compensation.** All bargaining unit employees will remain in paid status and will not lose any compensation or benefits.

3. **Professional Development.** Employees will continue to have access to eligible professional development activities as defined in the KAEOP collective bargaining agreement, Article XIII.

4. **Benefits.** Bargaining unit members will continue to accrue all contractual benefits. All bargaining unit members will be able to use all leaves, including, but not limited to, personal leave, emergency/sick time, and unpaid leave during this time period following existing guidelines.

5. **Contingency Plans for Illness, Required Isolation, or Quarantine.** In order to protect students and their families, as well as employees and their families, the following guidelines will be practiced:

- a. Employees who agree to provide in-person services will have access to all appropriate leaves and will also be expected to follow all safety protocols.
- b. If an absence is due to a required isolation or quarantine and the employee is asymptomatic, then the employee may revert to remote services.
- c. In this situation, the COVID 19 Symptom Flow Chart from King County and Seattle Public Health will be followed.

## 6. **COVID Site Safety Teams**

- a. Building and department administrators will work to ensure that there is appropriate KAEOP representation on the COVID Site Safety Team. When representation is not available, the administrators will work with the KAEOP leadership for a solution.
- b. A clear procedure shall be communicated to employees and families regarding the potential exposure and the process that will be followed if any student or employee develops symptoms of COVID-19.

9. **Potential COVID-19 Exposure.** If a suspected case of COVID-19 occurs at a school or department site, all employees working on-site will be notified without details.

10. **Personal Protective Equipment.** The District shall provide masks for all employees providing in person services.

- a. Those employees providing services that are at the highest level of risk will be offered additional PPE, including N95 masks, gloves, gowns, bite guards, and faceshields, provided by the District.
- b. It is an expectation that all students and employees who are receiving or providing in-person

services will wear appropriate masks.

- c. If a medical provider provides a medical exemption, then all employees working with those students/employees will have access to the highest level of PPE available.

**11. Opportunity to Vaccinate.**

- a. Any employee may schedule and attend a vaccination appointment for themselves during the workday and use appropriate leave available to them to do so.

**12. Training Prior to In-Person Services.**

- a. All employees shall be trained in the procedures prior to entering the building, including but not limited to:
  - proper use of PPE for the risk levels they may encounter,
  - building level COVID processes and procedures,
  - COVID case reporting systems,
  - office or cubicle set up procedures,
  - technology assistance (if needed).
- b. KAEOP members providing any health-related services will receive required training, from the nurse, before assuming any duties.

**13. Staff Availability.** The District will make every effort to provide clerical coverage in order to provide adequate coverage in schools and offices where staff is not sufficient to maintain services.

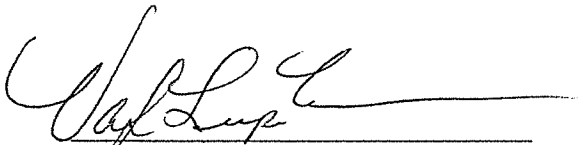
**14. Work-site Accommodations and Safety.** Employees may request additional supplies or equipment if their office, cubicle, or work area does not have appropriate barriers, windows or proper air flow, or any other health or safety issue.

- a. If an employee feels uncomfortable or unsafe, that concern can be discussed with the administrator or supervisor.
- b. When working alone in an office or cubicle that has four walls with an opening for entry/exit and is higher than the employee's breathing area, the employee may choose whether to wear a mask. However, masks must be available to be worn if someone comes into that area.

**15. Ongoing Communication.** The parties agree to meet on an as needed basis to resolve any issues that arise from this MOU, or any other impact from COVID-19.

This agreement is non-precedent setting and will remain in effect through the end of the 2021-2022 school year. All other provisions of the CBA between the parties remains in effect. 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.

For the Union:



Valerie Lupi-Karlsson  
KAEOP Vice -President

Date 8/27/2021

For the District:



Dr. Wade Barringer  
Interim Chief Human Resources Officer

Date 8/27/21