

**Memorandum of Understanding
Between
The Kent School District #415
and
Kent Association of Educational Office Professionals #708
Regarding
COVID 19 Hybrid Learning for the 2020-2021 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 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 Expectations During Hybrid.

Returning to the school building or department worksite will be on a volunteer basis. Those not working in person will remain working remotely. The following will be the expectations:

- When in remote status, be able to come to the work site to perform essential operating functions within a reasonable amount of time in the case of an emergency, otherwise, if not an emergency, the next workday.
- Perform all regular job duties either on site or remote; depending on the position, these duties may include the use of technology, and video or phone conferencing.
- Check email daily during scheduled work hours; each supervisor may, depending on job responsibilities of the employee, require the employee to read and respond to email more often.
- Be available to take phone calls from their supervisor and regularly check their voicemail during scheduled work hours.
 - o Any employee who is unable to work remotely must take appropriate leave unless otherwise stated in this MOU.
 - o Both parties discourage employee use of personal electronic devices for contact with staff, students, or families. Employees who have technology or internet access needs should contact their supervisor so the District can make efforts to address those needs. A process is in place for employees to access needed equipment during the period of remote learning. Preference shall be given to those who have daily duties that require the use of the student information system.

2. Work Assignment Responsibilities. During remote or hybrid learning, 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 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 the time of remote or hybrid learning. 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 may participate in virtual or in-person recess, or virtual or in-person student lunch groups that are held outside of student instructional time.
- Office professionals may participate in virtual student clubs that are held outside of the synchronous/asynchronous time.
- 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 2020.21 school year.
- Student assignment decisions as to whether a student will be assigned remote-learning or in-person instruction will not be the responsibility of the data processor or other KAEOP employees.
- Office professionals may flex their work start and end time with administrator approval.
- Office professionals may choose to work in-person or continue to work remotely. Those working in-person at the school sites may choose to work remotely after student dismissal and students are no longer on campus.

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 a \$5.00 per hour stipend above their current rate of pay.
- 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 additional \$3.00 per hour stipend above their current rate of pay because this is outside of their scope of responsibility.
- If an Administrative Assistant I volunteers to work in the isolation room, the employee will receive the additional \$5.00 per hour stipend.
- 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.

3. **Compensation.** All bargaining unit employees will remain in paid status and will not lose any compensation or benefits as a result of remote learning or hybrid learning related to COVID-19.

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

5. **Benefits.** Bargaining unit members will continue to accrue all contractual benefits at the same rate as regular working hours. 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.
6. **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.
7. **Additional Leave Provisions.** Any employee who is providing in-person services will first have access to a minimum of ten (10) additional days of COVID-19 Leave under the following conditions:
 - a. If required to isolate due to potential exposure to COVID-19 and it is not feasible to switch back to remote services
 - b. If required to quarantine due to confirmed COVID-19 exposure, whether asymptomatic or symptomatic
 - c. If necessary, following vaccination for recovery purposes if reactions impact health conditions.

Any employee who has reason to believe that a confirmed COVID-19 exposure originated while providing in-person services shall also have the option of filing a workers' compensation claim. If approved, the days following the third day may be supplemented with the leave above to retain the equivalent of full pay while eligible for workers' compensation.

8. **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 without using leave if it is outside of student synchronous time or required meetings. If

making a vaccination appointment during synchronous time or a required meeting, then one day of COVID-19 Leave may be utilized.

- b. Any leave used to obtain the vaccine prior to the date of agreement, may be retroactively applied to COVID-19 Leave.

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, preferably in-person, 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 in-person staff is not sufficient to maintain services.

14. Evaluations. KAEOP evaluations will be conducted in accordance with Section 3.4.1.1. Employee Annual Evaluation of the collective bargaining agreement.

- 15. 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 the walls are 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.

16. Ongoing Communication. The parties agree to meet on an as needed basis to resolve any issues that arise from this MOU, the plan to fully reopen schools, or any other impact from COVID-19.

This agreement is non-precedent setting and will remain in effect through the end of the 2020-2021 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:

For the District:

Cathy Blackston
KAEOP President

JoEllen Verdo
Assistant Director, Labor

Date _____

Date _____