

**Memorandum of Understanding
Between
The Kent School District #415
and
Kent Association of Educational Office Professionals #708**

Regarding COVID 19 Remote 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 Closure.** During the COVID-19 closure, all bargaining unit members will be working remotely unless it is necessary for them to come to the work site to perform essential duties and functions of their job. It is expected that all employees will be available and will work their full, daily, scheduled work hours. If the District anticipates a return to any in-person learning at any time during this agreement, both parties agree to reopen negotiations immediately.

All employees not taking leave must be able to meet the following criteria during their regular work hours:

- 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 from a remote site; depending on the position, these duties may include the use of technology, and video or phone conferencing.
- Employees may work in the building, department, or office on an as needed basis, with administrator/supervisor approval.
- 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.
 - Any employee who is unable to work remotely must take appropriate leave unless otherwise stated in this MOU.
 - 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 the closure, 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,
 - those duties or activities are non-instructional, and
 - do not fall within another bargaining unit's work.

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 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 as defined by state or local health authorities.
 - Bargaining unit members will **not** participate in home visits, either alone or with another staff member.
 - Office professionals may participate in virtual recess or virtual 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.
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 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.** During periods when employees are working remotely, 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. **COVID-19 Concerns.** For those who are high risk for contracting COVID-19, as defined by the Center for Disease Control and King County Public Health, these members will be able to use sick leave or other appropriate leave if they are not able to meet the paid remote work status guidelines. When using sick leave because of safety and health concerns due to the at-risk categories as defined by state and federal agencies, staff will be required to submit appropriate documentation unless risk is age related.

Effective April 1, 2020, the District will follow the guidelines for the federal Emergency Paid Sick Leave Act (EPSLA) for employees that meet the qualifications for such leave and provide appropriate documentation. The intent of the parties is that employees will be provided the benefits of EPSLA to which they are legally entitled. Nothing in this section shall be construed as entitling employees to additional benefits that are not required by law or requiring the district to provide additional benefits that are not required by law. As such, the following is provided for informational purposes only. EPSLA is in addition to other paid sick leave offered by the employer. Full-time employees will receive 80 hours of paid sick leave whereas part-time employees will receive leave equal to the number of hours that they work on average over a two-week period. In brief, the qualifying circumstances include:

- those employees subject to a federal, state, or local quarantine/isolation order,
- those employees advised by a healthcare provider to self-quarantine,

- those employees experiencing symptoms of COVID-19 and seeking medical diagnosis,
- those employees caring for an individual who is subject to a quarantine order or have been advised to self-quarantine, and
- those employees caring for their children whose schools or daycares have closed due to COVID-19 precautions.

7. **Evaluations.** Administrators will still meet with new employees or employees new to a position as described in Section 3.4.2 of the KAEOP Collective Bargaining Agreement. New employees hired into the KAEOP bargaining unit or KAEOP personnel hired into a new KAEOP position shall meet with their supervisor during the first ninety (90) workdays of their employment to discuss supervisor expectations and/or employee performance.

8. **Ongoing Communication.** The parties agree to meet on an as needed basis to resolve any issues that arise from this MOU, the plan for eventually reopening schools, or any other impact from the COVID-19 mandatory school closure.

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 remain 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: _____