

**Memorandum of Understanding
between
Kent School District
and
Kent Association of Paraeducators
Reopening Schools Amendment**

The purpose of this Memorandum of Understanding is to commemorate, in writing, an understanding between the Kent School District (District or KSD) and the Kent Association of Paraeducators (Association or KAP) related to the COVID-19 virus outbreak for the remainder of the 2020-2021 school year to address changes to workload and working conditions related to an increase of staff engaging in providing in-person services. This MOU is an amendment made in addition to the MOU bargained in October, 2020 for the 2020-2021 school year. The existing collective bargaining agreement and previous MOU continue to remain in effect.

Section 1: Health and Safety

A. Personal Protective Equipment

1. Following the current request process, the District shall provide masks for all employees providing in-person services to students at the highest level of risk that may develop over the course of providing those services, including N95 masks, gloves, gowns, bite guards, and face shields.
2. The District shall provide handwashing or hand-sanitization stations for all classrooms.
3. The District shall provide masks for students if the student or family cannot provide an appropriate mask.
4. The District shall provide any employee who is trained to physically restrain a student (e.g., Right Response) with a gown and the highest-level mask/shield combination that is expected for an extremely high-risk condition. It is understood that the need to use physical restraint could happen at any time so the employees expected to perform this function may be provided the highest-level PPE if requested.
5. All employees and students shall be expected to maintain proper usage of PPE at all times indoors and within the minimum physical distance when outdoors, based on DOH guidelines.
6. Paraeducators who must wear N95 masks for their work assignments will need to participate in fit testing, according to state regulations. Employees will be fit tested during paid time or may utilize flex time, upon mutual agreement with their site supervisor.
 - a. District will communicate the current availability of PPE with staff and will clearly communicate and facilitate fit testing to appropriate staff.

B. Return to In Person Learning.

1. The KSD will continue to adhere to applicable safety and health guidance from Seattle King County Public Health, Washington State Department of Health, Center for Disease Control, Labor and Industry, and/or OSPI, necessary to ensure the safety of staff and students who work on site. This may include enabling and enforcing appropriate social

distancing guidelines and limits to group size, sanitation and disinfection of workspaces, health screenings, and PPE provision and enforcement. Positive cases must remain below 350 cases per 100,000 for at least 14 days with an additional week for preparation prior to a full District return to in-person services.

2. The Seattle/King County Health and Washington State Department of Health K-12 Schools Guidance (see Appendix A) continues to provide safety and health requirements that Districts must adhere to.
 - i. Processes in the King County Schools COVID-19 Response Toolkit will be followed prior to, and in the event of, a potential exposure to COVID-19. If an issue is not covered in this tool kit, KSD will defer to the Department of Health K-12 School Re-opening.
 - ii. The District will partner with the state and county to provide access to COVID 19 testing.
 - iii. Contact Tracing. KSD will share with KAP the contact tracing procedures outlined in the KSD Re-Opening Plan prior to opening for in-person learning. In addition, KSD will train all nurses or applicable staff on these procedures.
 - iv. If a suspected case of COVID-19 occurs at a school site, all employees working on-site will be notified without details.
 - v. If a confirmed case of COVID-19 is linked to anyone present at a school site, then King County Health will be contacted to determine the need for isolation and quarantine.
 - vi. Employees who agree to provide in-person services to students will still have access to all appropriate leaves and will also be expected to follow all safety protocols.
 - vii. If the absence is due to a required isolation or quarantine and the employee is asymptomatic then the employee may revert to remote services.
 - viii. **Staff who are fully vaccinated** will not need to quarantine, if they are determined to be in close contact with someone diagnosed with COVID-19, unless they themselves display symptoms of COVID-19 (See Appendix A).
3. **Outbreaks.** In the event of an outbreak at a school site (defined as two or more linked confirmed cases of COVID-19), the school site will return to fully remote instruction for a period of at least two weeks.

C. COVID Site Safety Teams.

1. Building Administrators will work with their KAP Reps to ensure that there is appropriate KAP representation on the COVID Site Safety Team. In buildings that do not have reps, we could work with the KAP office/leadership.
2. COVID Site Safety Teams will ensure that classroom capacity will be determined based on the ability to maintain a physical distance from all other students and employees based on DOH guidelines. The Association will be consulted if DOH guidelines change

after returning to in-person services. All employees who may be expected to be in the room will be factored into the capacity.

3. 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.
4. A COVID-19 isolation room shall be established with proper ventilation and any employee who agrees to work within such room shall have the highest level of Personal Protective Equipment fitted and provided by the District including, but not limited to, a disposable gown.
 - a. Paraeducators can be asked to work in the isolation room only after all KAEOP members have first been given the opportunity. If they choose to accept the assignment to support the isolation room and they have supervisor approval to do so, they will receive specific training prior to engaging in support duties. Paraeducators who work in this area will receive an additional \$5.00 per hour for the time they perform work in the isolation room. If a student needs to move to the isolation room and has a one-on-one paraeducator or the student has additional supervisory needs (i.e., ASC/SA), the student will be accompanied by their/a paraeducator while in the isolation room.
 - b. Emergency procedures/drills will be clearly addressed and communicated prior to a return to in-person services.
 - c. In a classroom used for in-person instruction, where the HVAC system might not meet industry standards, the employee can request a portable filter through the COVID Site Supervisor. This request will be reviewed by the COVID Site Supervisor in conjunction with facilities staff to determine the effectiveness of the portable filter in relationship to the HVAC's operating system. Every effort will be made by the district to provide this prior to a return to in-person services.

D. Reporting and Addressing Safety Violations

1. It is an expectation that all students and employees who are receiving or providing in-person services will wear appropriate masks. 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.
2. All employees who work on-site, regardless of providing in-person services or remote services, shall be provided a process to anonymously report to the COVID-19 Site Supervisor any safety violations of employees, students, or families. Such violations shall be addressed immediately upon notification.
3. If the person in violation is the COVID-19 Site Supervisor, then this report shall go to Assistant Director of Risk Management Matt Tardif @ Matthew.Tardif@kent.k12.wa.us.

E. Training Prior to In-Person Services.

1. All employees shall be trained in the minimum 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, classroom set up procedures, technology assistance (if needed).

2. During the week prior to re-opening, students will engage in their synchronous learning. During asynchronous time, paraeducators will engage in re-opening trainings and have the opportunity for classroom/worksite set up
3. Elementary Paraeducators participating in in-person instruction will engage in two training sessions during asynchronous time not to exceed 5 hours over two days during the week of March 29. Secondary Paraeducators participating in in-person instruction will engage in training sessions during asynchronous time not to exceed 7.5 hours during the week of April 12. In addition, all remote paraeducators will be invited to attend these trainings.
4. Elementary Paraeducators participating in in-person instruction will have three days during asynchronous time to prepare for in-person instruction, including collaboration, professional development, and other preparation activities during the week of March 29. Secondary Paraeducators participating in in-person instruction will have the asynchronous time outside of the training time to prepare for in-person instruction, including collaboration, professional development and other preparation activities during the week of April 12. The week of April 12 will be all asynchronous time for secondary students.

F. Sanitation of Facilities. Paraeducators may support classroom teachers in their program or work area to spray desks, common touch points and common supplies in the classroom between student cohorts, or class periods, but are not required to clean classrooms or workspaces before or after the school day or during asynchronous times, unless cleaning of materials and supplies is a primary work duty, such as PreK staff. These light cleaning protocols/duties should take no longer than 10 minutes. District shall supply all necessary cleaning supplies.

Section 2: Temporary Assignments, Leaves, and Additional Support

A. Temporary Assignments.

1. Employees who accept a remote assignment during the 2020-2021 school year shall be considered to have been retained in their former assignment for the purposes of subsequent year (2021-2022 school year) assignments.
2. Employees who are temporarily reassigned to meet District staffing needs in the hybrid model, shall be considered to have been retained in their former assignments for the purposes of the subsequent year (2021-2022 school year) assignments.
 - a. This provision will not apply to staff who apply for and are hired to vacant positions in the 20-21 school year.

B. Leaves. Any employee who is providing in-person services to students will first have access to a minimum of ten additional days of COVID-19 Leave under the following conditions:

1. If required to isolate due to potential exposure to COVID-19 and it is not feasible to switch back to remote services, or
2. If required to quarantine due to confirmed COVID-19 exposure, whether asymptomatic or symptomatic.
3. If necessary following vaccination for recovery purposes if reactions impact health conditions.
4. 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.

C. Additional support for employees. KSD and KAP are committed to supporting staff member needs as relates to health and safety. Individual, confidential conversations with the program administrator and/or HR to explore temporary solutions to individual circumstances are highly encouraged. Additional support that may be explored, in addition to existing CBA and MOU agreements, include options such as:

1. Changes to work environment or spaces, e.g., larger spaces, outside spaces, etc.
2. Appropriate accommodations for impacted staff, such a fit-tested N95 mask (or KN95 with face shield if unavailable) for at-risk staff who choose to work on site, as guided by Health Services; and provide face shields upon request.
3. Other solutions to meet the needs of individuals and their unique circumstances.

D. Opportunity to Vaccinate.

1. Any employee may schedule and attend a vaccination appointment for themselves during the workday if it does not interfere with live instruction (synchronous time) or required meetings without using leave. If making a vaccination appointment during synchronous time or a required meeting, then one day of **COVID-19 Leave** may be utilized.
2. Any leave used to obtain the vaccine prior to the date of agreement, may be retroactively applied to COVID-19 Leave.

Section 3: Work and Communication Expectations

A. Expansion of duties, outside of primary role. To minimize impacts to the instructional program, school administration will develop duty plans that will allow for staff to provide support with various needs, e.g., arrival/dismissal, recess, crossing guard supervision, etc., that will not impact the primary assignment of staff in their work with students.

B. Paraeducators duties during school closures:

If a building or work site is closed due to a COVID-19 outbreak or school closure order, Paraeducators will work remotely for the duration of the closure. No Paraeducator will be

required to use their wellness leave as a direct result of a school-wide closure due to COVID-19.

C. Paraeducators supporting classrooms by providing direct supervision and learning support.

1. If requested and with supervisor approval, Paraeducators may volunteer to provide supervision of in-person students in the event that the certificated teacher is providing instruction remotely.
2. Administrators will provide needed guidance and direction before any paraeducators provide coverage in order to handle any behaviors that may arise during this time.
 - a. Paraeducators who take on these duties will only be expected to provide supervision for behavior and instructional support for students, and will not be providing direct instruction.
 - b. Paraeducators will be paid an additional \$5 per hour to be filled out on an extra pay timesheet for the time they provide this supervision.
 - c. Site administrators will provide or facilitate direct support for technology or classroom management issues that may arise.
 - d. Paraeducator classroom supervision cannot be used in Special Education classrooms when the teacher is remote.

D. Focus on primary work duties. When a grade level has returned to hybrid learning, Paraeducators providing instructional support for remote learners will not be required to routinely provide simultaneous in-person support, unless the classroom teacher is delivering remote and in-person instruction simultaneously.

Section 4: Duration

This MOU will expire at the end of the 2020-21 school year. The language in this MOU is non-precedent setting and all other provisions of the collective bargaining agreement and other agreements shall remain in full effect.

For the Association:

For the District:

Rochelle Greenwell
KAP President

JoEllen Verdo
KSD Assistant Director of Labor

Date: _____

Date: _____

Appendix A

DOH Symptom Flow Chart and Close Contact At-a-Glance-

<https://www.kingcounty.gov/depts/health/covid-19/schools-childcare/~media/depts/health/communicable-diseases/documents/C19/schools-toolkit/K-covid-19-screening-flow-chart.ashx>

DOH- K-12 Schools 2020-2021 Guidance:

<https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/FallGuidanceK-12.pdf>

DOH- K12 Metrics and Toolkit- Updated “Decision Making Tree”:

<https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/FallGuidanceK-12.pdf>

DOH- Evaluation and Management of Persons with Symptoms of COVID-19 (detailed information): <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/420-287-COVID-19SymptomEvalMgmtFlowChart.pdf>