

**Memorandum of Understanding
Between
The Kent School District #415
and
Kent Association of Paraeducators**

Regarding COVID 19/School Reopening 2020

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 Paraeducators WEA/NEA (KAP) related to COVID-19 virus outbreak and the start of the 2020-2021 school year.

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.

1. **Health and Safety.** The Kent School District will 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.
 - A. **Supervision for compliance.** The district shall designate a District COVID-19 coordinator and COVID site supervisor at every building to monitor employee and student health and safety and compliance. Prior to/or on employees' first workday, employees shall be notified of the name and contact information of their site supervisor.
2. **Work Responsibilities for the 2020-2021 School Year.** The on-call status that was previously in place at the time of closing in March has ended. Effective with the 2020-2021 school year, the district expectation is that all paraeducators will work their full daily work hours remotely. If an employee is asked to come to the worksite to perform essential operating functions, it will be within a reasonable amount of time in the case of an emergency, otherwise, the next workday in the normal course of business.

The essential operating functions performed at the remote worksite, depending on the position, will include video or phone participation. Paraeducators will participate in and otherwise support providing online instruction to students. They will collaborate with teachers and administrators on how to support virtual/remote instruction during the school day, to include but not limited to, leading small breakout groups and/or individual one-on-one sessions with students.

Email must be checked at least daily and each supervisor may, depending on job responsibilities of the employee, require checking email more often. Employees must be available to take phone calls from their supervisor, teachers they support, and other employees they work with.

Any employee who is unable to work remotely or, as necessary, at their worksite, must take appropriate leave unless otherwise stated in this MOU.

3. **Safety Training.** All staff shall receive training on COVID-19 health and safety precautions and procedures through the SafeSchools training module required to be completed by November 24, 2020. Employees, including substitutes, hired during the school year and after the date of this MOU, shall receive COVID-19 health and safety training during their new employee orientation. When possible, required training shall be scheduled during the workday. If necessary to be taken outside of the workday, it must be by District or supervisor direction/with permission. With prior approval, it will be paid by timesheet at the appropriate hourly rate for each staff member.
4. **Inclusive Education Paraeducators:** The District will meet with KAP leadership to share logistics and discuss job responsibilities and safety protocols related to the need to serve a portion of the District's inclusive education students in person.
5. **Compensation.** Employees will remain in paid status and will not lose any compensation or benefits as a result of virtual/remote learning related to COVID-19. Employees must be available and prepared to actively engage in work for their full daily work hours on all scheduled workdays while in virtual/remote working status.
6. **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.

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 job responsibilities. 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.

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. **Decisions Regarding a Transition to Hybrid Learning (in-person and remote).** Teams from the District and the Association shall begin negotiations regarding the transition to hybrid or full in person learning at least 30 calendar days before the implementation.

8. **Ongoing Communication.** The parties agree to meet on an as-needed basis to resolve any issues that arise from this MOU, the plan to transition to a hybrid model, or any other impact from COVID-19.

This agreement is non-precedent setting and will remain in effect through 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 Association:

For the District:

Rochelle Greenwell
KAP President

JoEllen Verdo
Assistant Director of Labor

Date: _____

Date: _____