

**Memorandum of Understanding**

**Between**

**Kent Education Association**

**And**

**Kent School District**

**Regarding In-Person Instruction for K-6 ONLY in the 2020-2021 School Year**

WHEREAS, the Kent School District (District) and Kent Education Association (Association) agreed to remote learning conditions with some volunteer interaction in August 2020, that Memorandum of Understand (MOU) will continue to be in place for all employees serving students remotely; and

WHEREAS, the Association represents a wide variety of certificated employees, the term “serving students” will be used in most cases unless the working condition only applies to classroom teachers; and

WHEREAS, the health and safety of school district employees in all bargaining units, students and their families, and our community at large, along with an equity lens regarding serving students remains a top priority of the parties; and

WHEREAS, the 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; and

WHEREAS, all provisions of the collective bargaining agreement (CBA) remain in place unless specifically waived through the August MOU or this MOU when agreed upon; and

- A. **Compensation or Time.** The following conditions apply to any employee who agrees to serve students in-person for the remainder of the school year:
  - a. **Guest Teachers.** Any guest teacher who agrees to serve students in-person will be provided an additional \$4.00 per hour.
  - b. **Nurses.** If nurses are expected to provide trainings to other employees, then work beyond 7.5 hours per day may be documented and shall be paid at per diem to correspond with the amount of time spent planning and delivering the training.
- B. **In-Person Services.** The following conditions apply to any employee who agrees to serve students in-person for the remainder of the school year:
  - a. **Periods of live instruction.** Teachers teaching in-person will provide students with an average of 3.5 hours per day of in-person learning; teachers teaching in a remote capacity will provide students with an average of 3.5 hours per day of remote, synchronous learning.

**Note: Middle schools start at 8:30AM and High schools start at 7:40AM. 3 hours of in-person learning (including passing time) Monday, Tuesday, Thursday and Friday. Wednesday will be Asynchronous learning until teacher or principal directed time. In-person learning time can be adjusted based on passing time needed.**

		Monday	Tuesday	Wednesday	Thursday	Friday
	8:05-8:30	WAC				
3 hrs In-person	8:30-9:26	Period 1	Period 4		Period 1	Period 4
	9:30-10:26	Period 2	Period 5		Period 2	Period 5
	10:30-11:26	Period 3	Period 6		Period 3	Period 6
	11:26-11:56	Lunch for staff				
3 hrs 10 minutes - Remote	12:00-12:56	Period 4	Period 1		Period 4	Period 1
	1:07-2:03	Period 5	Period 2		Period 5	Period 2
	2:14-3:10	Period 6	Period 3		Period 6	Period 3
	3:10-3:35	WAC				

- b. **Hybrid expectation.** Any teacher who is providing services in-person for students shall not be expected to also provide remote services simultaneously. It is understood that in-person delivery of services typically is different than delivering that service from behind a computer monitor.
- c. **Elementary Specialists.** Unless mutually agreed upon by the employee and the building supervisor, all elementary specialists shall continue to provide remote teaching in an effort to avoid contact with multiple classroom cohorts of students on any given day.
- d. **Counselors, Interventionists, etc.** Employees assigned to students across multiple classrooms shall continue to provide remote teaching in an effort to avoid contact with multiple classroom cohorts of students on any given day. Employees in this situation who mutually agree to provide in-person services shall be provided all the necessary equipment, PPE and space to safely provide in-person services.
- e. **Dual Language.** Building leaders and Dual Language teachers will collaboratively develop a teaching plan to support in-person learning that meets the requirements of sub-section a. and b. They will submit this plan to KEA Leadership and HR for approval 1 week prior to opening of the school for in-person services.
- f. **ESAs.** ESAs can continue to provide services in a remote capacity. Should they choose to come into the building, employees in this situation who mutually agree to provide in-person services shall be provided all the necessary equipment, PPE and space to safely provide in-person services. This may include, but not be limited to, safety provisions such as plexiglass dividers or clear face guards. The ESAs who are providing in-person services will begin services a week after the transition unless the employee chooses to provide in-person services sooner. For health and safety reasons, “push-in” services are not recommended.
- g. **Inclusive Education teachers.** For students who receive services in general education, the IE teacher who is providing in-person services will continue to offer remote support and begin in-person services a week after the transition unless the employee chooses to provide in-person services sooner.

- C. **Contingency Plans for Illness, Required Isolation, or Quarantine.** It is in the interest of both parties to ensure that no one enters the school building who may have been in contact with COVID-19. In an effort to protect students and their families and employees and their families, the following guidelines will be practiced:
- a. Students and families who choose in-person instruction will commit to all safety protocols and, whenever safe, will ensure student attendance. However, there will be times when a student cannot be in-person attendance due to COVID-19 or other health issues. In those times, employees would provide opportunities for making up the expectations in a manner similar to the practice utilized in previous school years.
  - b. 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.
    - i. If the absence is due to a required isolation or quarantine and the employee is asymptomatic then the employee may revert to remote services if a guest teacher is not acquired.
    - ii. If a guest teacher is acquired, no sick leave shall be utilized if the employee is asymptomatic and only absent as a result of required isolation.
  - c. In this situation, the COVID 19 Symptom Flow Chart from the King County and Seattle Public Health will be followed.
  - d. In the event of an outbreak at a school site (defined as two or more confirmed cases of COVID-19), the school site will return to fully remote instruction for a period of at least two weeks.

D. **COVID Site Safety Teams.**

- a. Building Administrators will work with their KEA Reps to ensure that there is appropriate KEA representation on the COVID Site Safety Team. In buildings that do not have reps, we could work with the KEA office/leadership.
- b. 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.
- c. 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.
- d. 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.
- e. COVID Site Safety Teams may recommend conditions that may deem a site not appropriate to open for in-person services. If this happens, an equity lens shall be applied for employees who agree to return to serve students in-person for this building which may include collaborating with another building which can meet the expectations for students and employees.
- f. Emergency procedures/drills will be clearly addressed and communicated prior to a return to in-person services.

- g. 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.

**E. Potential COVID-19 exposure**

- a. 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.
- b. The District will partner with the state and county to provide access to COVID 19 testing.
- c. Contact Tracing. KSD will share with KEA 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.
- d. If a suspected case of COVID-19 occurs at a school site, all employees working on-site will be notified without details.
- e. 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.

**F. Personal Protective Equipment**

- a. 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.
- b. The District shall provide hand-washing or hand-sanitization stations for all classrooms.
- c. The District shall provide masks for students if the student or family cannot provide an appropriate mask.
- d. The District shall provide any employee who is trained to physically restrain a student (ie. 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.
- e. 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.
- f. All employees will have access to appropriate cleaning supplies should it be needed with the understanding that there is no intention to usurp another bargaining unit's work.

**G. Additional Leave Provisions**

- a. 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:

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

#### **H. Reporting and Addressing Safety Violations**

- a. 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.
- b. 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.
- c. If the person in violation is the COVID-19 Site Supervisor, then this report shall go to Matt Tardif and Association leadership at [KENTEA@washingtonea.org](mailto:KENTEA@washingtonea.org).
- d. Multiple violations by any employee, will result in a return to remote services. If this is an employee, it is understood this will create a hardship for students and families so if a guest teacher can be secured, those in-person services could be maintained.

#### **I. Opportunity to Vaccinate.**

- a. Any employee may schedule and attend a vaccination appointment for themselves during the work day 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.
- b. Any leave used to obtain the vaccine prior to the date of agreement, may be retroactively applied to COVID-19 Leave.

#### **J. Training Prior to In-Person Services.**

- a. 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).
- b. During the week prior to re-opening, students will engage in their synchronous learning. During asynchronous time, teachers will engage in re-opening trainings and have the opportunity for classroom set up. Students will continue to work on their classwork from their synchronous instruction; teachers will not plan additional work for asynchronous time.
- c. Teachers participating in in-person instruction will engage in two training sessions during asynchronous time not to exceed 5 hours over two days.

Tentative Agreement reached 3/18/2021 at 11:10 a.m.

- d. Teachers participating in in-person instruction will have three days during asynchronous time to prepare their rooms for in-person instruction.
- e. Teachers participating in in-person instruction will receive 1 (one) day of pay to compensate for workload incurred from transitioning from remote learning to in-person learning.

**K. Evaluations**

- a. The administrator will not do any more than one (1) observation (in-person) per day to avoid contact with multiple classroom cohorts of students on any given day.
- b. Any teacher on a plan of support shall not be required to return to in-person learning, however if that teacher does choose to return to in-person learning, then one of the following options will happen:
  - i. The teacher will be deemed proficient or no final summative score will be given with a letter in the personnel file, or
  - ii. The teacher will be guaranteed renewal for the 2021-2022 school year as stated below.
- c. Any teacher who is in their final year of a provisional contract will either be:
  - i. Renewed and receive a continuing contract for 2021-2022, or
  - ii. Have the option of agreeing to a settlement agreement extending provisional status through the 2021-2022 school year.
- d. Any teacher who would still have a provisional contract in 2021-2022 will be renewed unless the reduction is for financial reasons which would follow the layoff and recall procedures in the CBA.

**L. Effective dates.** This MOU shall be in effect beginning on the date signed and continue through the period of in-person services in the 2020-2021 school year. All other provisions of the CBA between the parties remain in effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Dated this 18th day of March, 2021.

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Kent Education Association

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Kent School District