

**Memorandum of Understanding
Between
Kent Education Association
And
Kent School District
Regarding Ongoing Pandemic-Related Issues in 2021-2022**

The Kent School District (District) and Kent Education Association (Association) agree that all provisions of the collective bargaining agreement (CBA) remain in place unless specifically waived through this MOU or subsequent MOUs when agreed upon.

A. **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 ongoing pandemic. Both parties agree that additional issues may arise that require further negotiations including, but not limited, to changing guidelines from OSPI, the state, or federal government. This Agreement shall clarify agreements reached in this MOU for wages, hours, and working conditions retroactive to August 23, 2021.

B. **Compensation or Time.**

a. **Guest Teachers.** Retroactive to August 26, 2021 and through the remainder of the 2021-2022 school year, the guest teacher rates shall be as follows:

- i. Full day - \$200
- ii. Half day - \$125
- iii. Extended half-day - \$150
- iv. Full day without planning period - \$225

b. **Nurses.** Any additional responsibility placed on nurses for contact tracing and/or communication regarding quarantine requirements shall be compensated if it causes work to be completed outside of their normal workday. Minimum of an hour.

c. **Class Coverage.** In 2021-2022, classes will not be divided up or distributed to other classrooms to avoid health concerns in regards to physical distancing and contact tracing concerns.

C. **In-Person Services.** The following conditions apply to all employees:

a. **WA KIDS and similar introductory meetings for students.** Administration will work with employees to provide remote options for employees and families to complete these meetings if health and safety concerns exist for any of the parties involved.

b. **Family/Community Events.** Until conditions exist that a mandatory mask mandate is lifted, and all participants eligible to be vaccinated have done so, these events will either be optional for employees or may be held remotely. These events include, but are not limited to, Open House, curriculum night, and “meet and greets.” Any impacted principal effective education hours may be made up from the PEE menu options, after consultation with their supervisor.

c. **Whole staff meetings.** Starting with the first administrative-directed early release, whole staff meetings may be held virtually whenever possible.

d. **Student/parent conferences.** Unless community conditions improve substantially or this is jointly decided to be reconsidered, student/parent conferences may be held

remotely in 2021-2022. Upon request, staff may be provided a virtual option for these types of events.

- D. **Transition to Remote Services.** In anticipation of a classroom, school-wide, or district-wide closure of in-person services due to a community outbreak of COVID-19, the following procedures shall be in place for employees.
- a. Upon the first incident of notification of the closure, all impacted employees will have two school days to transition to synchronous remote services. The following are examples of activities that may be necessary and is not intending as an exhaustive list:
 - i. Time for transitioning lessons onto the appropriate learning platform.
 - ii. Time for communication and preparation for student access to online learning platform(s) and/or preparation of packets.
 - iii. Time for distribution of packets/technology.
 - b. By the third school day, all employees would be expected to fulfill all responsibilities remotely.
 - c. Upon subsequent closure notifications, all impacted employees will have one school day to transition to synchronous remote services.
 - d. Schedules will mirror the in-person schedules.
 - e. **Use of Personal Devices.** Both parties discourage employee use of personal electronic devices for the purposes of providing internet access or for contact with 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.
 - f. **Recordings.** All guidelines regarding recordings in the collective bargaining agreement remain in place. If an employee chooses to make recording(s) for the purpose of instruction, all best practices for privacy should be considered and applicable privacy laws will be followed. If a recording does occur involving more than one person without written permission of all parties involved, then it will be inadmissible in evaluations.
- E. **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. In the event the public health department recommends closure of a classroom (elementary), school-site, or the district, then the impacted employees will return to fully remote instruction until it is determined safe to return to in-person by King County department of health as outlined in **Transition to Remote Services**.
- F. **Quarantine/Isolation and Emergency Health/COVID Leave.**
- a. Leave due to COVID-19: All employees will have access to up to 3 days of "COVID" leave if they either contract COVID-19 or are required to quarantine due to COVID-19 per occurrence, provided the employee produces supporting

documentation, e.g. proof of positive test result, or the need to quarantine. This leave may also be used for time off for vaccination and recovery, provided the employee produces proof of vaccination and need for recovery.

- b. Additionally, if an employee is required to quarantine, and is not able to work remotely, "COVID" leave will be provided for the CDC recommended amount of time to reimburse any amount of sick leave taken that would deplete the employee's sick leave balance below 12 days.
- c. If an employee is required to quarantine, by a health professional, due to contact tracing or family member is required to quarantine, but able to provide remote services, then the employee may work remotely with supervisor approval until the end of the required quarantine and no sick leave will be utilized.
- d. Unused "COVID" leave cannot be carried over, nor does it have cash value.
- e. The parties agree to meet and discuss this section after either November 1, 2021, or in the event of a change in either the mask or vaccination mandate from Washington State.

G. 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. KEA Leadership will be notified of such procedures and/or communications.
- d. A COVID-19 isolation room shall be established with proper ventilation, an air purifier, 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 an air purifier through the COVID Site Coordinator. This request will be reviewed by the COVID Site Coordinator in conjunction with facilities staff to determine the effectiveness of the air purifier in relationship to the HVAC's operating system. These requests will be filled as soon as an air purifier is secured.

H. 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.

- a. If a suspected case of COVID-19 occurs at a school site, all employees working on-site, and KEA Leadership at KENTE@washingtonca.org, will be notified without details.
- b. If a confirmed case of COVID-19 is linked to anyone present at a school site, then King County Health will be contacted to report the positive result.

I. Vaccination Tracking.

- a. Unless required by state or federal law or guidance, no vaccination records will be held with the District after verifying proof of full vaccination by October 18, 2021, as per the Governor's proclamation.
- b. Human Resources shall be responsible for keeping the verification of vaccination or exemption, like all other medical records, confidential.
- c. An unvaccinated employee may be placed on a COVID Re-employment list using Layoff and Recall procedures (VII.8.f) until a time in the future when the employee is vaccinated or the vaccination is no longer a condition of employment. If the employee has become vaccinated it will be their responsibility to notify HR.

J. Personal Protective Equipment

- a. Employees can work with their administrators to request a higher level of safety equipment than job task requires including, but not limited to, N95 masks, gloves, gowns, bite guards, and face shields, based on discussed need.
- 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. It is understood that the need to use physical restraint could happen at any time so the employees expected to perform this function will 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. If classroom spaces are utilized for the purpose of eating, cleaning will take place immediately after meal times.

K. 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.
- d. In the event a student refuses to wear a mask after being offered one and given multiple opportunities to wear it, the employee's request to have a student removed will be honored.

L. Miscellaneous.

In the event the district returns to full remote services similar to 2020-2021, then both parties will negotiate the ongoing impacts that may be different than **Transition to Remote Services**.

M. Evaluations. In the event that OSPI agrees to a change in evaluation procedures, both parties agree to meet and negotiate these changes.

N. Effective dates. This MOU shall be in effect beginning on the date signed and continue through the period of in-person services in the 2021-2022 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 ongoing health emergency presented by COVID-19.

Dated this 1st day of September 2021.


Kent Education Association

Wade
Barringer
Digitally signed by Wade
Barringer
Date: 2021.09.02
12:45:04 -07'00'
Kent School District