

Memorandum of Understanding

Between

Kent Education Association

And

Kent School District

Regarding In-Person Instruction for **Secondary 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.
 - c. **Counselors.** If a counselor is impacted by the additional workload of scheduling in-person classes in preparation for the transition, and then works beyond 7.5 hours per day may document the time and shall be paid at per diem to correspond with the amount of time spent adjusting schedules.
 - d. **Class coverage.** Any employee who covers a class in-person during their planning period will be paid two hours at per diem. In the event that class coverage is needed, the building leader or designee will ask for volunteers. If no employees volunteer to cover, then the building leader or designee can require a teacher to cover a class. In

order to identify staff for class coverage, a rotation schedule should be created and posted at each building. The rotation language is dictated in the CBA.

- i. The teacher providing class coverage for a teacher providing remote instruction will make record of the students in the room, manage the classroom, answer student questions, communicate with remote teachers.
- ii. The teacher providing class coverage for an in-person or remote teacher who is absent will take attendance and implement the asynchronous sub plan provided by the absent teacher.
- iii. Building leaders or their designee will make efforts to provide as much advanced notice as possible to the class coverage teacher.

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. Secondary teachers teaching in-person will provide students with an average of 3.5 hours per day of in-person learning simultaneous to the students receiving remote learning four days a week. Secondary teachers teaching remotely will provide remotely the instruction for in-person students simultaneously with the students receiving remote learning four days a week. There will be no requirement for an employee to stay on-site for asynchronous time.**

Secondary Bell Schedule Model: (Example of a 7:40 start time school)					
Secondary schools will revert to their 2019-2020 start times with high school beginning at 7:40 and middle school beginning at 8:30.					
	Monday	Tuesday	Wednesday	Thursday	Friday
7:15-7:40	WAC	WAC	WAC	WAC	WAC
7:40-11:10	In-Person and Remote Teaching and Learning Periods 1/2/3	In-Person and Remote Teaching and Learning Periods 4/5/6	Advisory every other week/Office Hours Asynch otherwise	In-Person and Remote Teaching and Learning Periods 1/2/3	In-Person and Remote Teaching and Learning Periods 4/5/6
11:10	Dismissal/Lunch	Dismissal/Lunch	Dismissal/Lunch	Dismissal/Lunch	Dismissal/Lunch
11:40-2:10	Remote asynchronous instruction/Teacher planning	Remote asynchronous instruction/Teacher planning	Principal or Teacher Directed time	Remote asynchronous instruction/Teacher planning	Remote asynchronous instruction/Teacher planning

2:10- 2:45	WAC	WAC	WAC	WAC	WAC
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b. **Hybrid expectation for Secondary.** Any teacher who is providing services in-person for students will be expected to also provide remote services simultaneously. If agreed upon by the teachers impacted, an available remote teacher in the same content area at the same time can exchange students with another in-person teacher so that they are teaching all remote or all in-person students. This exchange of students can not be the cause of a teacher going over the CBA hard cap. It is understood that in-person delivery of services typically is different than delivering that service from behind a computer monitor therefore teachers may request technology support for this endeavor which may include, but not limited to the following:

- i. A second monitor
- ii. A webcam
- iii. A creative pen tablet that will allow drawing on the board and video streaming at same time
- iv. Headphones/microphones if needed

- b. **Elementary Specialists who work with Preschool or Secondary.** 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.
- c. Secondary Specialists (including Librarians) who choose to return to in-person shall continue in their role unless mutually agreed to supervise in-person students who may not have capacity in their assigned classroom.
- d. **Counselors, Interventionists, etc.** Employees assigned to students across multiple classrooms shall continue to provide remote services 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 and/or co-teaching.** Building leaders and Dual Language and/or co-teaching 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.

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.
- 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, secondary students will engage in asynchronous learning. During this asynchronous time, teachers will engage in re-opening trainings and have the opportunity for classroom set up and to adjust pedagogy for the teaching in-person and remote simultaneously. Students will continue to work on their asynchronous classwork or previously assigned missing assignments; 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 7.5hours over two days on items outlined in subsection a.
- 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 25th day of March, 2021.

Kent Education Association

Kent School District