

**Memorandum of Understanding  
Between  
Kent Education Association  
And  
Kent School District  
Regarding the Forced Closure of In-Person Learning**

During the 2021-2022 school year, in the event of a forced closure due to including, but not limited to, the COVID-19 pandemic, this MOU shall be followed by both parties. Either party may request to open topics for revision if federal, state, or local guidelines change after the adoption of this MOU.

**A. Definitions.**

1. Working remotely shall mean:
  - a. that the employee is off-site, but within the state of Washington, and
  - b. providing services to students who are either on-site or off-site, and
  - c. attending required events online with students and/or staff.
2. Working virtually shall mean:
  - a. that the employee is on-site, and
  - b. providing services to students who are either on-site or off-site, and
  - c. attending required events online with students and/or staff.
3. Closure shall mean the ending of in-person services for all students in a classroom, school-site, or district-wide.
4. Short-Term Closure shall mean a closure as defined in A.3 above lasting fourteen (14) calendar days or less.
5. Long-Term Closure shall mean a closure as defined in A.3 above lasting fifteen (15) calendar days or more.
6. Child(ren) shall mean a biological child, adopted child, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

**B. Decision to Discontinue In-Person Services and Transition to Working Remote or Virtually.**

The district will follow King County Health guidelines in considering classroom, school-site, or district-wide closure decisions.

**C. Working Virtually or Remotely During Closure.**

In the event of a closure, affected employees shall work virtually, unless either:

1. They are approved by their supervisor to work remotely. The reason for the supervisor's approval to work remotely is limited to the affected employee's need to provide child-care for their child(ren) who are themselves subject to a school closure, or
2. They or their child(ren) are required to quarantine or isolate. Then they may work remotely in accordance with Section F. Quarantine/Isolation and Emergency Health/COVID Leave provision of the MOU Regarding Ongoing Pandemic-Related Issues in 2021-2022.

**D. Professional Development Specific to Working Remotely or Virtually.**

Training shall be provided either prior to a closure or immediately after a decision is made to implement a closure for any employees unfamiliar with Teams, Canvas, or other platforms linked to Teams or Canvas for which the district has training and that were allowed during the 2020-2021 school year. Training will also be available asynchronously to all staff.

If training is not provided during administrative-directed time, then employees new to the district in 21-22 shall be paid at per diem for the length of the training provided, which will be determined by the district.

**E. Instructional Minutes.**

For all short-term closures and/or individual classrooms schedules shall remain the same as prior to a closure. Both parties agree to negotiate if there is a long-term building or district-wide closure or such time as OSPI provides changes or adjustments to these guidelines to allow for a more sustainable remote or virtual learning environment.

**F. Inclusive Education.**

The parties recognize that providing services either remotely or virtually to students may be even more complicated for students who have an individualized education plan under IDEA.

1. In the event of a short-term classroom, school-site, or district-wide closure, affected employees are eligible for up to seven and one half (7.5) hours per quarter of special projects pay for work done outside of their contracted time upon approval of their supervisor for additional work like additional record keeping such as service logs, modifying lessons/curriculum for remote instruction, additional supports as the result of remote instruction, and continuous learning plans.

2. In the event of a long-term classroom, school-site, or district-wide closure, affected employees are eligible for up to an additional seven and one half (7.5) hours per quarter of special projects pay for work done outside of their contracted time upon approval of their supervisor for additional work like additional record keeping such as service logs, modifying lessons/curriculum for remote instruction, additional supports as the result of remote instruction, and continuous learning plans.

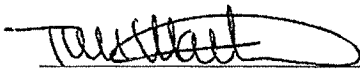
**G. Distribution of Materials.**

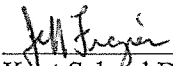
1. Any employee participating in distribution of materials to students/families is eligible for special projects pay for work done outside of their contracted time upon approval of their supervisor.
2. Any employee who can document a rationale for more hands-on material than the standard supplies is eligible for up to three (3) hours of special projects pay for work done outside of their contracted time to prepare (including assembly if necessary) and distribute materials per closure.
  - a. At the secondary level this is limited to, CTE, art, science, and inclusive education teachers.
  - b. At the elementary level, this is limited to, math manipulatives, paper packets, art supplies, musical instruments, etc.
3. Materials shall not be at the expense of employees.

**H. Effective dates.**

This MOU shall be in effect beginning on the date signed through the 2021-2022 school year unless altered by a subsequent Memorandum of Understanding. This MOU is not precedent setting and is intended to address potential ongoing health emergencies caused by the COVID-19 pandemic.

Dated this 16<sup>th</sup> day of November, 2021.

  
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Kent Education Association  
TIM MARTIN  
KEA PRESIDENT

  
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Kent School District  
JEFF FRAZIER  
DIRECTOR OF LABOR