

**Memorandum of Understanding
Between
Kent Education Association
And
Kent School District**

**Agreements related to changes in working conditions and school operations
due to the COVID-19 outbreak**

The Kent School District (“District”) and the Kent Education Association (“Association”) agree to the following terms in order to protect the health and safety of our employees and continue to ensure student learning continues during the District’s time of closure:

1. **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 changing guidelines from OSPI, the state, or federal government.
2. **Compensation.** While schools are closed for the COVID-19 crisis, employees will continue to be compensated for all of their regular and supplemental contracts. Continued compensation includes all health benefits.
 - a. **Guest Teachers.** Long-term guest teachers will continue being compensated through the duration of their position they were in as of March 12, 2020, even if the position assigned is terminated due to the return of the contract employee.
 - b. **Principal Effective Education.** Employees will continue to have access to eligible PEE activities that may be completed during the time of closure and outside of the school building. The parties will, upon mutual agreement, add additional items to the list of qualified PEE activities in response to the professional development and other needs that arise during the time of closure.
3. **Work Responsibilities During Current Period of Closure.** The parties agree to the following terms during the current period of closure, which is scheduled through April 24. Should this period of closure be extended, the parties agree to meet to bargain work responsibilities during the extended period no later than Monday, April 20.
 - a. **Employees Working Remotely or On-Call.** Employees remain either working remotely or “On Call” during the period of closure. To be on call an employee must be able to meet the following three criteria: (1) be able to come to work site to perform essential operating functions within a reasonable amount of time in the case of an emergency, otherwise, the next workday in the normal course of business *or* to perform an essential operating function from a remote site; (2) check email at least daily; (3) and be available to take phone calls from their supervisor and regularly check their voicemail. Any employee who is unable to

work remotely or meet the requirements of being on call must take appropriate leave unless otherwise stated in this MOU.

- b. **Initial Communication to Families.** During the week of March 30, employees will send out a written communication to families who have provided their email addresses to the District regarding remote learning expectations during the period of closure. The template for this email will be provided by the District.
- c. **Spring Break.** April 6-10 will continue to be a scheduled Spring Break and no services will be expected from KEA employees during that time.
- d. **Weekly Schedule for Remote Learning.** KEA members will be available to support student remote learning by holding regularly-scheduled office hours beginning on April 13. Educational support staff will not participate in office hours, however, they will continue to perform their essential duties to serve students and families under the direction of their supervisor. The following expectations apply to classroom teachers. Their schedules and responsibilities will be as follows:
 - i. **Office Hours.** Employees will hold regularly scheduled office hours on Mondays, Tuesdays, Thursdays, and Fridays from either 8:00 to 11:00 am or 1:00 to 4:00 pm. During this time employees will remain available to communicate with students and families to support student learning. Employees will be, at a minimum, available via email the week of April 13 and by email, phone, or teleconference the week of April 20. Employees will communicate with students and families who have contacted them for support and will have the professional discretion to initiate contact with students and families who they have identified as needing support. Employees are not to be assigned other duties during office hours.
 - ii. **On-Call Time.** Employees are to remain on call for the remainder of the work day on Mondays, Tuesdays, Thursdays, and Fridays beginning on April 13. During this time employees may take courses approved for clock hours by the District's Professional Development department, participate in employee-directed scope and sequence planning, participate in voluntary Grade Level Content Area Planning Teams, and engage in other professional development and planning activities. Employees may be required to participate in meetings necessary for compliance purposes (for example, IEP meetings) and meetings related to student safety and welfare, however, all other meetings initiated by building leaders or District administration during this time are voluntary. Any such required meetings will be scheduled 24 hours in advance except in emergency situations.

- iii. **Principal/District Directed Time.** Up to a 2 hour time period every Wednesday morning beginning the week of April 13 will be available for Principal and District directed time. The exact timing of this period may vary from building to building, but must occur during the employee's regularly scheduled workday and must be completed by noon. During this time building leaders may hold required meetings and the District and building leaders may hold required professional development.
 - iv. **Employee Directed Time.** The remainder of the employee workday on Wednesdays will be employee directed time. Meetings required for compliance purposes or related to student safety and welfare will not be held during this time except in emergency situations.
 - v. **Grading Expectations.** District grading expectations regarding work assigned during this period of closure will be suspended. If the parties receive additional guidance from OSPI the parties will revisit this section to ensure compliance. However, the parties also agree to meet any continued obligations regarding College in the High School and graduation requirements for seniors.
- 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.
4. **Self-quarantine and COVID-19 Related Health Concerns.** Employees who meet the one of the high risk categories for COVID-19 determined by state, federal, or local officials and as certified by a medical professional (unless it is age related so no certification is required); employees who are ordered to self-quarantine by a medical professional or government agency; and employees who are infected with or suspected to be infected with (pending testing and as determined by a medical professional) COVID-19 will not be required to report to any District work site during the time of closure and will be excused from any on call or work from home requirements that require them to be available to report to a worksite for the applicable period of time. If an employee is unable to meet other work from home or on call responsibilities, the employee will take appropriate leave. Should guidance from state, federal, or local authorities regarding the response to COVID-19 change the parties agree to revisit this section to determine if it should be amended to ensure compliance.
5. **Evaluations.** The parties agree to meet to agree upon a process for employee evaluations when further guidance from OSPI is issued or the parties receive notice that OSPI will not be providing guidance.
6. **Effective dates.** This MOU shall be in effect for the remainder of the 2019-2020 school year. All other provisions of the CBA between the parties remain in effect.

Dated this _____ day of _____, 2020.

Kent Education Association

Kent School District