

**Memorandum of Understanding  
Between the Renton School District  
and the Renton Professional Technical Association**

Agreement related to changes in working conditions and school operations due to Coronavirus/COVID-19 within the 2020-21 school year.

The District and the Association (the “parties”) share an interest in maintaining the health and safety of all members of our Renton School Community. This agreement shall apply to all Association represented employees. The impact of the COVID-19 pandemic is resulting in continued widespread concern across the community regarding the continued spread of the virus. The District is committed to assist in community and nationwide efforts to limit the spread of the virus.

The District will implement an in-home learning model to start the 2020-2021 school year. This may be changed to a hybrid or (traditional) in-person model as the year progresses, depending on guidelines and recommendations from the various state and federal agencies as listed below;

Public Health – Seattle and King County, Washington State Department of Health (DOH), Washington State Department of Labor and Industries (L&I), Centers for Disease Control and Prevention (CDC), and the Office of Superintendent of Public Instruction (OSPI) continue to provide guidelines and recommendations regarding schools.

All District worksites will follow the Department of Health (DOH) and Labor & Industries (L&I) guidelines for workplace safety, including wellness screenings and temperature checks.

OSPI has issued requirements for the 2020-2021 school year which may affect wages, hours, and terms and conditions of employment of all RPTA employees.

Now therefore, the parties agree to the following:

1. Due to health and safety considerations, employees have the option to work remotely with the understanding that some work may need to be done on site. In such a case, all safety measures implemented by the District, such as social distancing and personal protection equipment (PPE), must be followed. Staff will be provided with any necessary training and PPE to perform assigned duties.
2. Any significant changes to performing duties consistent with job descriptions will be discussed by the parties prior to implementation through the existing RSD/RPTA Labor Management process, except in time sensitive situations. If implemented prior to a labor management meeting, and/or an employee has a concern, it will automatically be on the Labor Management agenda. If an employee has concerns, they may bring them to the RPTA Leadership Team to be discussed between the parties prior to changing practice.
3. Documentation regarding work performed may be required; date, activity, and timeframe will be sufficient.

**4. Leaves:**

- A. Those considered to be in high-risk categories, as defined by Public Health - Seattle and King County, can work with their supervisor to seek any and all options for alternative work arrangements prior to exhausting options and taking any available leave.
- B. Should high risk employees, as defined by Public Health - Seattle and King County, be unavailable to perform the duties of their assigned position, regular leave provisions (e.g., sick leave, Family First Coronavirus Relief Act) or any additional or future local, state or federal laws which may provide additional leave options apply.

**5. Communication:**

- A. The District will provide updates regarding District and school operations as new information becomes available. The District will communicate with employees on a regular basis information regarding any state or federal actions regarding COVID-19 and the workplace, benefits, leaves and in-home learning.
- B. The District shall notify the RPTA Leadership Team and all building staff of any known confirmed case of COVID-19 in their building or any facility they work in as soon as reasonably possible; but not later than 24 hours following receipt of notice.
- C. Employees asked by their supervisor to work onsite, who believe they can effectively perform their work remotely during the in-home learning phase, will try to resolve it with their supervisor. Unresolved issues will be shared with the RPTA Leadership Team. If still unresolved, it will be brought forward for resolution through RSD/RPTA Labor Management.

**6. Staff Health Precautions:**

All District worksites are subject to Department of Health guidelines for workplace safety, including but not limited to, wellness screenings, social distancing, personal protective equipment (PPE), handwashing, and temperature checks. The District will follow Department of Health guidelines for exclusion of staff who display symptoms of COVID-19 and/or who notify the District of a positive COVID-19 test.

**7. Face Coverings and Personal Protective Equipment (PPE):**

All staff shall properly wear a face covering that covers the chin, mouth, and nose while in any shared space such as a District vehicle or on District property.

The District shall provide each RPTA represented employee twenty-five dollars (\$25) to purchase appropriate face coverings. This one-time allocation, payable on the October pay warrant, is for active employees, and does not require receipt or proof of purchase. Newly hired RPTA employees will also be eligible for the one-time payment if hired during the time that face coverings are still required. The District shall provide disposable face coverings for incidental use to employees as needed.

Employees with a medical or disability issue may make a request for accommodation to Human Resources by providing a statement from their health care provider. The District shall provide a face shield to a member while waiting for completion of the ADA process.

**8. Meetings:**

During full in-home learning, any meeting, including professional development, of more than five (5) employees shall be held remotely.

**9. Office Areas:**

Staff whose duties consistently involve a high volume of in-person contact, may submit a written request for consideration of workspace plexiglas installation to their supervisor. Employees whose request is denied will be given the reasoning and next steps by their supervisor in writing.

**10. Supervision for Compliance:**

The Parties agree that no members shall have the sole responsibility of supervising COVID-19 related concerns around health and safety. There will be no reprisal for individuals who report violations in good faith.

**11. Employee Rights to a Safe Work Environment:**

The District agrees to provide prompt communication to members when questions or concerns regarding staff safety arise.

- A. In the event an employee does not believe the District is following guidance to adequately protect staff safety, the member shall immediately notify their supervisor. The member agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved.
- B. The member may have Association representation if there are disputes over proper resolution of the safety concern.
- C. The District will not discriminate or retaliate against an employee who brings forth concerns in good faith.

**12. Reopening of Facilities/Buildings:**

The parties shall meet prior to the reopening of schools to determine processes for reopening in hybrid or traditional in-person learning.

13. The District will distribute this agreement and FAQ to all RPTA employees within seven (7) working days of finalization of this agreement, with the communicated expectation that each employee fully reviews the language.

14. The parties agree to meet on an as needed basis to resolve any issues that arise from either this MOU or the ever changing COVID-19 impacts.

**Duration:**

This MOU shall remain in effect through the 2020-2021 school year or until such time as school for students has resumed fully in-person but no later than August 31, 2021. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts timely.

All other provisions of the Collective Bargaining Agreement shall remain in full effect. This MOU is not precedent setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

FOR THE DISTRICT:

/s/ Damien Pattenaude  
Damien Pattenaude, RSD Superintendent

/s/ 9/15/2020  
Date

FOR THE ASSOCIATION:

/s/ Jen Ben  
Jen Ben, RPTA President

/s/ 9/15/2020  
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