

**Health and Safety Memorandum of Understanding for the 2021-2022 School Year Between
Renton Education Association (REA)
Renton Education Support Professionals (RESP)
Renton Professional technical Association (RPTA)
And Renton School District**

Whereas COVID-19 continues to create a public health emergency that substantially affects the wages, hours, and working conditions of Association members.

And whereas it is the duty of the District to provide safe and equitable learning conditions for all students, specifically students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services, the parties agree:

The District and Associations recognize that the nature of the COVID-19 pandemic requires ongoing flexibility as health and safety guidance and government mandates are updated in alignment with the latest science.

While the guidelines contained herein are consistent with current DOH and PHSKC guidance, they may be subject to change. The District and Association agree to adopt and follow all updated guidance from PHSKC and/or DOH (as currently outlined in the [K-12 COVID-19 Requirements for the 2021-22 School Year document](#)).

As guidance changes, the District will notify REA, RESP, and RPTA presidents if they impact the bargained MOU.

I. Employee Health Precautions

1. **Face Coverings:** All employees, students, and building visitors shall wear a CDC recommended face covering while in any shared space, except:
 - those with a disability that would prevent them from comfortably wearing or removing a face covering
 - those with respiratory conditions that would prevent wearing face covering, or trouble breathing as per CDC exceptions
 - those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person
 - those who are unable to wear a mask properly, as described above, should have adaptations and alternatives to limit the spread to the same level as a face covering.

The following also apply:

- a) The District shall provide disposable face coverings for all employees that meet or exceed the level of risk as determined by Labor and Industries (L&I) guidelines. If a position has varying levels of risk, the appropriate personal protective equipment will be provided and used when in the high-risk environment while using the appropriate lower-risk personal protective equipment in lower-risk environments.
- b) Employees may choose to provide their own face coverings so long as they meet L&I guidelines.

- c) Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to masks and gloves, as described by L&I and the DOH.
2. **Additional Safeguards:** Employees whose duties consistently involve a high volume of in-person contact, may submit a written request for consideration of workspace polycarbonate installation to their supervisor. Employees whose request is denied will be given the reasoning and next steps by their supervisor in writing.
3. **Employees At Increased Risk:** Employees who are at increased risk of severe infection ([as defined by the CDC](#)) may engage in the ADA interactive process by contacting the Human Resources Department at human.resources@rentonschools.us.
4. **Physical Distancing:** Capacity for students and employees in any facility and/or classroom will follow [Health and Safety standards dictated by DOH](#) and/or PHSKC. As of the date of the execution of this Agreement, current physical distancing guidance calls for three (3) feet of distancing between students in the classroom, when possible and six (6) feet of distancing in all other school spaces, when possible. The parties agree that the term, “when possible” means that the distancing requirements will be met unless doing so would result in a student not having adequate access to in-person school services.
5. **Handwashing:** The District shall provide adequate facilities and supplies for employee and student handwashing as required by [Health and Safety standards dictated by DOH](#) and/or PHSKC.
6. **Students and Employee with COVID-19 Symptoms:** Exclusion of students and employees from facilities will follow [Health and Safety standards dictated by DOH](#) and/or PHSKC, which may be subject to change.

At the time of the execution of this Agreement, the District is required to provide an isolation room at each site for students and staff showing COVID-19 symptoms until the sick person can leave. This room shall be designated specifically for this purpose. Staff providing supervision shall be provided appropriate PPE for working with people with COVID-19 symptoms. Employees who are in a circumstance which results in a need to change PPE will be provided time to do so up to 15 minutes.

**Exposure to COVID-19:
Notification of exposure -**

Employees who are exposed at work to a confirmed case of COVID-19 or to a person who cannot go to their school/worksite when they have a confirmed positive COVID case shall be notified by the District as soon as reasonably possible, but no later than the next school day, or within twenty four (24) hours of the District becoming aware of a positive case.

- a) The District shall notify the president(s) and the UniServ Director of any known confirmed case of COVID-19 in their building or any facility their employees work in as soon as reasonably possible; but not later than the next school day, or within twenty-four (24) hours following receipt of notice.
- b) The Supervisor shall notify building employees of any known confirmed case of COVID-19 in their building as soon as reasonably possible; but not later than the next school day, or within twenty-four (24) hours following receipt of notice.

Quarantine and isolation -

- c) If an employee is medically required to quarantine based on [Health and Safety standards dictated by DOH](#), they will be provided the opportunity to work remotely if work is available.
 - d) In the event an employee is required to quarantine and remote work is not an available option, see Section II: Leaves Available for In-Person Learning Environments.
7. **Meetings:** The following provision related to meetings shall apply starting September 1, 2021 and will sunset on February 18, 2022:

On or about the second week of February 2022, the parties agree to review transmission data to determine if there is a need to continue these provisions.

Meetings that would have been conducted in-person absent this agreement will be conducted from the building, even if being held remotely. Employees will have access to technology needed to attend any remote meeting.

When there is substantial or high-level of transmission, as defined by PHSKC, meetings of more than ten (10) employees will be held remotely. Exceptions to this requirement may be granted if all employees participating in the meeting wish to conduct the meeting in-person and can do so while following all health and safety guidance.

For meetings of ten (10) or fewer staff, meetings will still be held in person as long as all health and safety guidance can be followed.

When meetings regarding an individual student are conducted, families/guardians will be given the choice of whether to meet remotely or in-person.

For employees at increased risk, please refer to section 3 of this MOU.

8. **Training and Professional Development:** All employees shall complete Health and Safety training on COVID-19 health and safety precautions prior to the first student contact day. Non-exempt staff whose 2021-2022 work year calendars do not begin until the first student contact day will have a week to complete the training. If they are unable to complete the training within a regularly scheduled workday, they may submit for extra hours for needed time to complete the training, up to thirty (30) minutes. The District and its labor partners will collaborate on how to provide additional information and/or training opportunities to employees seeking them.

The District will update an FAQ related to COVID safety that will be updated on the website as needed. The District will keep labor partners informed regarding changes to the FAQ.

9. **Communication:** Prior to students returning to in-person learning, staff, students and their families will receive communication regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, and handwashing. This communication will be provided in the home languages of EL groups, whenever possible, while consistent with district policy.
10. **Supervision for compliance:** The District shall designate a Site COVID-19 Coordinator to monitor the health of employees and enforce COVID-19 job site safety. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as a Site COVID-19 Coordinator.

11. **Safety and Discipline in Relation to In-Person Instruction:** Ensuring the safety and health of students and employees shall be the district's first priority. Students and staff shall be expected to follow all safety protocols.
- The District shall design and/or provide appropriate student expectations for safety protocols.
 - Students who come to school without a CDC recommended face mask will be provided a disposable one.
 - The District will provide age and culturally appropriate curricular resources that staff can use to teach students about proper practices for face-coverings, hygiene, and physical distancing within the first week of school.
 - Students new to the District after the start of the school year will also be provided time with a counselor, nurse, or other appropriate employee for instruction on health and safety protocols as described above.
 - The discipline response to students who violate safety protocols will follow REA CBA section 9.5, District policy and/or current law.
12. **Personal Protective Equipment (PPE):** All staff will be provided PPE, pursuant to applicable PHSKC, L&I, and/or DOH guidance. Staff who believe they require additional PPE beyond this may request it through their COVID site supervisor. If it cannot be resolved at that level, it may be brought to labor management for dispute resolution.
13. **Testing:** Employees who are symptomatic or who have been identified as a close contact can be tested with a PCR test available at school.
14. **Overload:** In spaces where 3-foot distancing is not feasible, employees can request additional PPE/precautionary measures through their COVID site supervisor. If it cannot be resolved at this level, it may be brought to labor management for dispute resolution.
15. **Contact tracing:** Nurses will utilize PHSKC, DOH, and/or CDC guidance regarding contact tracing. However, the specific circumstances of any given circumstance will be analyzed by our nurses, utilizing the nursing judgment skills that are component of their nursing license. Nurses will be in regular contact with PHSKC regarding the process in general as well as specific cases.
16. **Visitors and Volunteers:** If applicable health and safety protocols can be followed, visitors will be allowed in buildings.

Volunteers in the buildings must be vaccinated by October 18th, 2021, to the extent it continues to be mandated by state law.

17. **Data Dashboard Agreement:** The District will continue to operate its data dashboard with the following parameters:
- Total student data will not be displayed if there are fewer than 25 students in the building, due to confidentiality.
 - COVID-positive cases will display regardless of number of people in the building.
 - Displays cases from campus vs. community spread.
 - Close Contact will not be included (e.g., how many had to quarantine because of a positive case on campus).

18. **Building Safety Teams:** The District will continue to have Building Safety Teams with the following parameters:

- Who is invited to be on the Building Safety Team?
 - Administrator, required.
 - Custodian
 - REA: Minimum of two (2). Optional additions:
 - Special Education.
 - School Nurse.
 - RESP.
 - RPTA, if applicable.
- What are the responsibilities of this team?
 - Review safety and health inspection reports to help correct safety hazards.
 - At minimum, monthly agenda items to be reviewed: Building safety protocols and PPE.
 - Review previous agenda follow up items from previous meeting to determine if it was corrected.
 - Review and make recommendations based on relevant data including but not limited to a safety procedure report for the building, all relevant student and staff infection data for the school (including Renton SD Data Dashboard), and relevant King County DOH COVID-19 Dashboard Data specific to the attendance area for that school site.
 - Review classroom capacity concerns to identify solutions at the building level.
 - Review COVID MOU.
- Team Expectations:
 - The committee will meet at minimum once per month.
 - Attendance will be documented on the meeting minutes.
 - Support two-way communication through a member complaint/question and response process, and availability of minutes.
 - Minutes will be made available to all staff and submitted monthly to the District-wide Safety Committee.
 - When a complaint is brought forward, a timeline for resolution will be established and communicated to the complainant. Communication upon resolution will be made to the complainant.

This will be a position paid through a timesheet.

II. Leaves Available for In-Person Learning Environments

1. COVID Exposure at Work

In the event an employee is required to quarantine or isolate as a result of a COVID exposure at work, as determined through Contact Tracing, the District may provide remote work. In the event that the District cannot provide remote work, paid leave will be provided for the duration of the quarantine/isolation period consistent with the current PHSKC and/or DOH guidelines, but no more than ten (10) workdays per occurrence.

If an employee is unable to work remotely as a result of COVID symptoms, paid leave will be provided for the duration of the quarantine/isolation period consistent with the current PHSKC and/or DOH guidelines, but no more than ten (10) work days per occurrence.

2. Positive COVID test

Regardless of whether contact tracing determined an employee was exposed at work or not, an employee diagnosed with a positive COVID-19 test will receive paid COVID leave from the date they tested

positive through the duration of their required quarantine. To be eligible for the paid COVID leave, the employees must provide documentation of their positive COVID-19 test to Human Resources.

Any staff who are utilizing their own accrued paid leave or unpaid leave but who then test positive and provide documentation of the positive test will retroactively have the COVID paid leave applied and any of their own accrued paid leave restored for the qualifying period (the date they tested positive through their last day of quarantine).

3. No Positive COVID test and No Exposure at Work:

Employees who do not test positive for COVID-19 and who are not determined by contact tracing to have been exposed at work, but who are still directed to quarantine or isolate consistent with current PHSKC and/or DOH-guidance, may work remotely, if remote work is available and feasible. If remote work is not available and feasible, the employee may access their own accrued paid leave. In the case that contact tracing ultimately determines that the employee was exposed at work, and the employee used their own accrued paid leave to quarantine, that leave will be restored to the date of quarantine.

4. Extraordinary Circumstances

Extraordinary circumstances which require an exception may be referred to the Assistant Superintendent of Human Resources for consideration.

Any employee who has used all available contractual leave due to a requirement to quarantine or isolate will not be subject to disciplinary action.

COVID-related leaves will be revisited by the District and the Associations if there are unforeseen impacts to significant changes in applicable guidance.

III. Duration

This MOU shall remain in effect through August 31, 2022, or until 45 calendar days after the end of the declared COVID-19 state of emergency, whichever comes first.

Agreed to this ___ day of _____, 2021.

For the Associations

/s/ _____

Julianna Dauble, REA President

/s/ _____

Date

/s/ _____

Valisia Simpson, RESP President

/s/ _____

Date

/s/ _____

Jen Ben, RPTA President

/s/ _____

Date

For the District

/s/ _____

Damien Pattenaude, RSD Superintendent

/s/ _____

Date