

**Health and Safety Memorandum of Understanding for the 2020-2021 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 to the following:

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

While this is consistent with current CDC guidance, it may be subject to change, in keeping health and safety as a priority.

- 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 the L & I, the DOH, and the CDC.

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 in High-Risk Categories:** Employees in high-risk categories, as defined by the CDC, shall self-identify no later than 5 work days after notification of a return to in-person instruction.
 - a) As students return to in-person learning and staff are assigned to return to work on-site, staff who qualify as high-risk according to the CDC will receive priority consideration for the available remote work. RSD will attempt to first assign staff who volunteer and those who do not qualify as high risk. Those living with or acting as primary caregiver for someone at high-risk will be allowed to request consideration to remain remote as long as possible, if remote work is available.
 - b) Employees do not have to provide personal health information but may be required to sign an affidavit affirming that they are in a high-risk category. RSD will first attempt to assign volunteer staff from the same school site. If there are insufficient staff within the building who are not high risk, staff districtwide will be asked to volunteer. If there are no volunteers, those living with or caring for a high risk person from within the building will be assigned, followed by those who are personally high risk.
 - c) While the intention is to work collaboratively to support staff needs, the district reserves the right to staff according to need.
4. **Health Screenings:** Prior to entering any school facility, students will be screened for COVID-19 symptoms and will have their temperature checked by District personnel. For employees, this may be through a self-temperature check and daily electronic attestation. Students and employees displaying COVID-19 symptoms will be sent home. Attestation forms will be provided in home languages, whenever possible, while consistent with district policy.
 - a) Employees assisting with health screenings shall be provided all appropriate PPE by the District, as described by the DOH, CDC, and L&I.
 - b) No student who has been determined as needing to isolate will be transported in a vehicle that does not allow for six (6) feet of social distancing.
 - c) 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.
 - d) After section 3, "Employees in High-Risk Categories" has been followed, in order to avoid assigning high risk employees to supervise health screening students, if other

employees who are not high risk are available in the building, they will be assigned to assist with health screenings before those who are high risk.

5. **Physical Distancing:** Capacity for students and employees in any facility and/or classroom will follow Department of Health guidance. Spaces will be designed with students assigned to stations that are at least six feet apart. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling.
- a) Prior to the determination of classroom capacity, a district hosted meeting will be held with the following representatives to collaboratively determine parameters for classroom capacity. If the team is unable to reach agreement, the district reserves the right to make final determination on the parameters.
 - 1) one (1) representative from REA and RESP from each of the following groups:
 - i. Preschool
 - ii. Elementary
 - iii. Middle School
 - iv. High School
 - v. Specialists
 - vi. Special Education
 - vii. Specialty schools
 - 2) 2 RPTA representatives
 - 3) Representatives will be selected by each bargaining unit's president.
 - b) Members of all bargaining units will be notified in writing and provided the opportunity to review classroom capacity plans, once capacity plans are determined, but no later than 15 work days prior to the students returning in-person.
 - c) No later than 3 work days after notification, if an employee has concerns about the classroom capacity, they will discuss the concerns with their supervisor.
 - d) The supervisor will have 2 work days to resolve the concern. If the concern is not resolved, the employee will immediately appeal in writing to the Deputy Superintendent with notification to their union president, no later than 10 work days prior to the return of students.
 - e) Union presidents will have 2 work days to provide written input to the Deputy Superintendent.
 - f) The Deputy Superintendent will make a final determination within 2 work days of receiving input from the union president, which will be no later than 5 days prior to students returning in-person.
 - g) Employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering, will be provided training prior to the start of the

requirement. Training may be remote or include the student on their first day (e.g., tube feeding).

6. **Handwashing:** The District shall provide adequate facilities and supplies for employee and student handwashing as required by Department of Health and L&I guidelines.
7. **Students and Employee with COVID-19 Symptoms:** Exclusion of students and employees from facilities will follow [Public Health Seattle & King County Screening Flow Chart](#) Guidance.
 - a) Classrooms and other facilities used by a student or employee who has COVID-19 symptoms shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
 - b) The District shall 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.

8. **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/worksites based on the [PHSKC C19 symptom flow chart](#) (scenarios 4, 6 and 7 as you read from left to right) 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) Human Resources 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 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 24 hours following receipt of notice.

Quarantine and isolation -

- c) If an employee is medically required to quarantine based on [PHSKC C19 symptom flow chart](#) Guidance, 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.

9. **Meetings:** Meetings, including professional development, of groups of more than five (5) people shall be provided remotely. On non-student contact days, no employee shall be required or expected to report to any district facility for employee meetings and professional development. Meetings of fewer than five (5) people must be held in spaces where social distancing is possible.
10. **Routine Cleaning of Facilities:** The District shall provide support to clean all common surfaces used by students and employees in between use of different students.
11. **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. After the training, employees will have multiple opportunities to participate in a live Questions and Answer period prior to the start of in-person instruction. Employees hired after the start of school shall receive this training prior to their first day with students. Training will be provided within an employees' workday.
 - a) Ongoing training will be available as guidance changes.
 - b) With reasonable notice, interpreters shall be provided at request of the employee.
 - c) Live training shall be provided at request of the employee.
12. **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, handwashing, and health screenings. This communication will be provided in the home languages of EL groups, whenever possible, while consistent with district policy.
13. **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.
14. **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.
 - a) The District shall design and/or provide appropriate student expectations for safety protocols.
 - b) Students who come to school without a CDC recommended face mask will be provided a disposable one.

- c) 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.
- d) 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.
- e) The discipline response to students who violate safety protocols will follow REA CBA section 9.5 and current law.

II. Leaves Available for In-Person Learning Environments

If FFCRA expires and is not replaced by a comparable federally funded leave option, or the employee has already exhausted the days available from a federally funded leave option, then the following new leaves are available:

1. COVID Exposure at Work

In the event an employee is medically 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 CDC guidelines, but no more than ten (10) work days per occurrence.

In the case that an unknown exposure (as described in "COVID exposure outside of work") is ultimately determined to have been an exposure at work, if an employee used sick leave to voluntarily quarantine, that leave will be restored to the date of quarantine.

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 CDC guidelines, but no more than ten (10) work days per occurrence.

2. COVID Exposure Outside of Work

COVID Leave Pool: A new category of leave sharing will be created to allow the employee to request up to 10 working days of shared leave. If donations are received, the donated time will only be transferred to the employee's sick leave account for the specific time that the employee is required to quarantine.

In the event an employee is medically required to quarantine or isolate as a result of COVID-19 and remote work is not available, employees may request COVID Leave Pool even if they have available sick leave.

In the event an employee is medically required to quarantine or isolate as a result of COVID-19, COVID Leave Pool is not available, and the employee has no available sick leave, remote work must be made available in consultation with the union president and the employee.

Those requesting access to this leave will only have to demonstrate need to Human Resources, but their request will not be disclosed to other employees.

3. 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.

III. Duration

This MOU shall remain in effect through each unit's 2020/2021 school year work calendar or until 45 calendar days after the end of the declared COVID-19 state of emergency, whichever comes first. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts within five (5) days.

Agreed to this 16 day of December, 2020.

For the Associations

/s/ Mary Jo McLaughlin
Mary Jo McLaughlin, REA President

/s/ 12-16-20
Date

/s/ Valisia Simpson
Valisia Simpson, RESP President

/s/ 12-16-2020
Date

/s/ Jen Ben
Jen Ben, RPTA President

/s/ 12-16-2020
Date

For the District

/s/ Damien Pattenaude
Damien Pattenaude, RSD Superintendent

/s/ 12-16-2020
Date