

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HOCKINSON EDUCATION SUPPORT PERSONNEL UNION  
AND  
HOCKINSON SCHOOL DISTRICT**

The Hockinson Education Support Personnel (Union) and the Hockinson School District (District) agree to the following related to the reopening of school for the 2020-21 school year amid the virus that causes the illness COVID-19. This agreement only pertains to the initial reopening where most students are engaged in remote learning.

This Memorandum of Understanding (MOU) is the agreement between the Union and the District regarding the changes in the conditions of wages, benefits and working conditions for the Union members for the 2020-2021 school year. This agreement is consistent with the relevant federal, state, and local health agencies and educational requirements.

The parties have a mutual interest in protecting the health and safety of students, families, employees, and the community. They also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to, students of color, students living in poverty, students who identify as LGBTQ+, and students receiving special education and English language learners.

The parties recognize that the COVID-19 pandemic is an unprecedented and still developing situation that may require further communication and additional agreement.

The parties agree to the following:

**Modes of School Operation for 2020-2021:**

1. After considering the DOH, CCPH, CDC, and OSPI guidelines and/or requirements, the Board will determine the mode by which school will be conducted for the 2020-2021 school year. Modes of school operation may include, but are not limited to: (a) remote (i.e., online) instruction for all students; (b) remote instruction for most students, with certain high-needs students (e.g., students with disabilities, English Learners-ELs, Learning Assistance Program-LAP students, students at-risk, etc.) receiving in-person instruction (c) a “hybrid” approach that combines in-person instruction for all or most students with remote instruction; and (d) a return to regular school operations, with modifications to address any ongoing effects of COVID-19. The parties recognize and agree that the Board may change modes at its discretion consistent with the recommendation from the DOH and in consultation with CCPH, as the COVID-19 situation evolves (e.g., if a remote model is used and the rate of infection decreases, the Board may adjust to a hybrid model).
2. The parties agree to reconvene should the District make further changes to school operations that affect wages, hours, or working conditions that are not addressed by this MOU, the District will provide the Union leadership and employees 5 workdays advance notice of a possible change to the mode of school operation. The parties will meet within 5 workdays of this notice, unless otherwise mutually agreed upon.

## **Staff and Student Health Precautions**

1. The District will implement District-wide health and safety protocols that will be designed to comply with applicable guidance of all relevant public health agencies, which will include the following: the Federal Centers for Disease Control and Prevention (CDC); Proclamations by Governor Jay Inslee; Department of Health (DOH); Office of Superintendent of Public Instruction (OSPI); the Washington State Department of Labor and Industries (L&I) and Clark County Public Health (CCPH).
2. Prior to the start of the 2020-21 school year, the District will provide notice to all employees, parents/guardians, and students of relevant health and safety protocols, as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Union leadership and affected employees. Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. The communication must be provided, and in multiple formats, such as email, postal mail, and phone calls. This communication shall be in the home languages of students' families/guardians.
3. The District will provide a current list of names and contact information for COVID Site Coordinators to the Union. No bargaining unit employee shall act in this role. COVID Site Coordinators will serve on a District safety team and will regularly review new official guidelines as they are released, keep abreast of COVID-19 research as it pertains to schools, and work on the team to adjust safety measures and District protocol as appropriate under the guidance of the COVID Compliance Health and Safety Manager and/or Superintendent. Employees will report any COVID-related concerns to their COVID Site Coordinator, who will acknowledge receipt of the concern and, where allowable by law, report the outcome to the employee.
4. The District will provide the following training opportunities for all Union employees on health and safety protocols then in existence prior to the start of the 2020-21 school year: COVID-19 Safe Schools module.
5. The District will provide the following Personal Protective Equipment ("PPE") to Union employees when required to meet state health and safety standards: face coverings, disposable gloves, and disinfectant supplies. Disposable barrier gowns, face shields, plexiglass or other non-permeable clear screens, and additional specialized PPE that might be needed (ex. mask with clear inserts) will be provided for specialized job duties when available i.e. custodians sanitizing areas associated with COVID-19 and paraeducators working with high needs students.
6. Any person entering a District building shall properly wear a cloth or daily disposable mask that covers the chin, mouth, and nose, while at any District facility. The mask may be removed while eating or drinking so long as employee remains stationary and observes physical distancing. The District will provide two (2) cloth masks per employee. Employees may choose to provide their own masks. Face shields may not replace masks but may be used simultaneously.
7. All locations shall have no more than three (3) designated staff entrance points, which will have hand sanitization station and daily health attestation logs. In addition to completing a daily health attestation, all employees will be required to sanitize their hands and wear a face mask prior to entering any District building. The District will provide daily disposable masks in the event an

employee/visitor requires one. Each designated entrance point will have a tracking sheet of all people entering and exiting a buildings, which will be used for contact tracing. Prior to entering any school facility or vehicle, all students will be screened for COVID-19 symptoms and will have their temperature check taken by district staff or a COVID Supervisor. Employees assisting with health screenings shall be provided all appropriate PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.

8. Prior to entering any school facility or vehicle, employees will complete a health attestation for COVID-19 symptoms. No employee will enter any school facility if they display any COVID-19 symptoms. Should an employee arrive at work without taking their temperature, temporal thermometers and gloves will be available for employee use with instructions for handling in a sanitary manner.
9. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
10. Staff proximity shall be limited by physical distancing requirements of at least six (6) square feet between all people in a building.
11. The District contracts with HVAC companies who employ staff who are specifically trained to work with systems and monitor CO2 levels across the district. The District will ensure that all occupied rooms have properly designed air circulation; have filtered supply air and that supply air has appropriate dilution with outside air. Concerns identified will be monitored by the Maintenance and Operations Supervisor who will work with HVAC companies to resolve these concerns. Employees with a shared workspace or a workspace of less than six square feet shall be assigned to an alternate location.
12. The District shall provide adequate facilities and supplies for staff handwashing and hand sanitizer.
13. The district shall provide custodial support to disinfect all surfaces. The District shall not rent or otherwise use any indoor school facility after hours with the exception of Community Education Day Camps.
14. In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for, or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary as directed by the CCPH, those contact-tracing and communication duties will be performed in consultation with the District's Health and Safety Coordinator and/or District Nurse and CCPH.

Classrooms and other facilities used by a staff member who displays symptoms of COVID-19 will be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines. Following exposure, the District will adhere to the processes outlined in the email sent by COVID Compliance Health Safety Manager on 8/27/2020.

15. Meetings of employees, including professional development, may be held in-person during remote or hybrid instruction, provided the number of employees present, and physical setup of the meeting is

consistent with then-existing state requirements. If higher-risk employees are required to attend meetings held in-person, a remote attendance option (such as videoconferencing) will be offered.

16. The District shall provide daily disposable masks for all students as needed. No student shall be permitted to enter any school facility or vehicle unless they are wearing a mask, except for students with disabilities unable to wear a mask. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as need thereafter. HSD will communicate these health and safety expectations to families prior to opening and encourage students to practice prior to returning to school.
17. Students who willfully and knowingly violate safety protocols will be removed from the classroom immediately, in accordance with the Collective Bargaining Agreement and student discipline laws. When a student's mask refusal is perceived by the staff as an unsafe behavior, the case manager and/or building administrator will be called to immediately address the concern.

### **Students with Highest Needs**

1. The Union and the District share a mutual commitment to ensuring educational commitment to all learners. This includes but is not limited to, students with disabilities, students living homeless, those farthest from educational justice and younger learners.
2. An employee supporting students with high needs (including, but not limited to, English Learners, Learning Assistance Program Students, young learners, and students at-risk) may be asked to provide one to one in-person instruction or small groups of students. In person services will only be provided when all safety measures are consistent with DOH, CCPH, and the Governor's Safe Start Washington Plan. At all times, proper PPE must be worn and social distancing protocols followed. Unless bargained otherwise, there can be no more than 5 students in a classroom for a total of 7 people. In circumstances where students are not gathered in a classroom setting, i.e. students coming to building for wi-fi access, setting must follow all social distancing guidelines.

### **Work and Compensation**

1. Employees will continue to be compensated under the terms of the Collective Bargaining Agreement regardless of the instructional model used during the 2020-2021 school year should they be able to perform their assigned job duties. Should the employee be unavailable to work all or part of their assignment, the employee must apply for the appropriate paid or unpaid leave.
2. All staff will report to their work site unless approved for available remote work. High Risk staff will be provided accommodations if possible.

### **Leaves and Benefits**

1. **COVID-19 Exposure:** Employees who are subject to a federal, state, or local quarantine or isolation order related to COVID-19; have been advised by a health care provider to self-quarantine due to concerns related to COVID-19; are experiencing symptoms of COVID-19 and are seeking a medical diagnosis; or are caring for an individual who is subject to a federal, state, or local quarantine or

isolation order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, shall be granted provisions as described in the Families First Coronavirus Response Act (FFCRA):

- a) Based on the criteria as stated above the District shall grant up to ten (10) days of Emergency Paid Sick Leave (EPSL) under the federal Families First Corona Response Act (FFCRA).
  - b) If the employee has been assigned to work in-person with students, and the employee tests positive for COVID-19, the employee will receive up to ten (10) days of administrate leave before having to use Emergency Paid Sick Leave (EPSL) as outlined below.
  - c) If the employee tests positive for COVID-19 and by doctor's order needs to remain out of work extending beyond the time permitted in *a* and *b*, employee may use their own accrued leave; shared leave; PFML; FMLA, Worker's Compensation, if applicable per Employment Security Department rules; unpaid leave of absence for the period of the temporary disabling condition; longer term disability benefits; or possibly unemployment under Pandemic Unemployment Assistance.
  - d) A healthcare professional's note will be required, consistent with the collective bargaining agreement. It is understood that employees incapacitated by illness may not be able to provide prompt documentation.
  - e) Staff who are required to quarantine who are asymptomatic shall work, when available, remotely.
2. **High Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of collective bargaining agreement or law:
- a) Alternative work assignment determined by the District that may be performed from home, if available
  - b) If remote work is unavailable, they may access Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below
  - c) Leave for illness, injury, or emergency (i.e. accrued sick leave)
  - d) Personal leave
  - e) Vacation leave
  - f) Unpaid leave of absence
  - g) May apply for unemployment, eligibility is determined by Employment Security Department

- h) The District will advise staff that do not receive alternative assignments of the appropriate leave options available under the CBA, and Federal and State Law, including Emergency Paid Sick Leave, Paid Family Medical Leave, Paid Sick Leave, Shared Leave, and Leave of Absence options, and shall aide them in accessing these options.

**3. Families First Coronavirus Response Act - Childcare:**

The federal government has expanded FMLA to Emergency Family Medical Leave Act (EFMLA) to provide leave for an employee who is caring for their child whose school or place of care is closed (or childcare provider is unavailable) due to COVID 19 related reasons may apply for leave under Families First Coronavirus Response Act (FFCRA).

To qualify for FFCRA due to childcare issues, the employee must be employed by the District for a minimum of 30 days to qualify. If the employee has been employed by the District for 30 days or more, they qualify for a total of 12 weeks of job protected leave and partial pay.

Beginning the first day off work, the District will pay 2/3 of the regular rate of pay, up to \$200 daily. Employees may not supplement this payment with their own accrued paid leave banks for the last 10 of the 12 weeks. For supplementing during the first 2 weeks, they may also apply for Emergency Paid Sick Leave (EPSL) and supplement the 2/3 FFCRA payment with their own accrued leave. Instead of receiving the 2/3 pay, employee may choose to use their accrued vacation/personal leave to be paid at 100% of their normal wage while taking EFMLA. Employees wishing to access FFCRA will complete the District FFCRA Request of Leave form. The District will comply with all rules pertaining to FFCRA as dictated by the Department of Labor.

- 4. **Benefits:** Employees eligible as of February 29, 2020, for the employer contribution towards benefits offered by the school employee's benefits board shall maintain their eligibility for the employer contribution under the following circumstances directly related or in response to the governor's February 29, 2020, proclamation of a state of emergency exists in all counties in the state of Washington related to the COVID-19 as defined in RCW 49.46.210(2). These requirements expire when the governor's state of emergency related to COVID-19 ends or if until such time the relationship between employee and employer ends.

**Union Rights**

HESP will be given at least one hour of paid time on the first contracted workday to review the contents of this MOU with their respective members. The District shall provide access to Zoom accounts to conduct this meeting.

**Technical support:**

The District will provide needed technology for employees when it is required for their duties.

**Duration**

This MOU shall remain in effect through the 2020-21 school year or until circumstances have made it safe to in a hybrid/in-person learning environment. In the event this happens or new, binding guidance

or legislation comes into effect during this time, the parties shall meet to bargain the impacts within five (5) days. All other provisions of the Collective Bargaining Agreement remain in effect.

Agreed to this 28<sup>th</sup> day of August, 2020

District  Union   
Steven Marshall, Superintendent      Angela Landon, HESP President

DocuSigned by:

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